



**MEMORANDUM OF UNDERSTANDING BETWEEN
THE MISSISSIPPI WIRELESS COMMUNICATION COMMISSION
AND**

(Federal Agency, State, or Local Jurisdiction, Emergency Organization)

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) is entered into as of the Effective Date (as such term is defined in Article III hereof) between the **MISSISSIPPI WIRELESS COMMUNICATION COMMISSION** (the “**WCC**”), by and through its duly authorized representatives, and (“**JURISDICTION**”) by and through its duly authorized representatives.

W I T N E S S E T H:

WHEREAS, the Mississippi Legislature, through the adoption of Miss. Code Ann. § 25-53-171, established the WCC to promote the efficient use of public resources to ensure that all law enforcement personnel and essential public health and safety personnel have effective communications services available in emergency situations, and to ensure the rapid restoration of such communications services in the event of disruption caused by natural disaster, terrorist attack or other emergency; and

WHEREAS, the WCC is implementing the Mississippi Wireless Information Network (the “**MSWIN**”), a 700 MHz digital trunked statewide wireless communications system, to serve wireless users in Mississippi state and local governments; and

WHEREAS, the Mississippi Legislature, through the adoption of Miss. Code Ann. § 25-53-171, has authorized the WCC to enter into agreements among federal, state and local agencies for the use of the MSWIN; and

WHEREAS, JURISDICTION desires to use the MSWIN communications system for the **Jurisdiction’s** public safety and emergency response agencies; and

WHEREAS, the WCC and **JURISDICTION** (individually, “**Party**” and collectively, the “**Parties**”) desire to enter into this MOU to allow Jurisdiction to use the MSWIN for public safety purposes, to operate **JURISDICTION’s** portable, mobile, consolettes, or control stations, each a push-to-talk radio device but not including cellular telephones (collectively, “**PTT Devices**”) acquire new PTT Devices, and to use such PTT Devices on the MSWIN; and

WHEREAS, the WCC will issue system identification numbers and assist **JURISDICTION** with the design of a programming template allowing **JURISDICTION**'s PTT Devices to operate on the MSWIN.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. General Implementation and Administrative Relationship

A. The WCC shall:

1. Allow **JURISDICTION** PTT Devices to operate on the MSWIN for public safety purposes;
2. Authorize the purchase by **JURISDICTION** of PTT Devices and other equipment compatible with the MSWIN, pursuant to prices and terms contained within Exhibit G to that certain Turnkey Agreement between Motorola Solutions, Inc. and the Mississippi Department of Information Technology Services, as contracting agent for the WCC; provided, however, that **JURISDICTION** receives approval of the WCC and/or the WCC's Procurement Review Committee, if required by the WCC's Purchasing Guidelines and Procedures for Wireless Products and Services;
3. Provide network management as to the MSWIN, including monitoring, maintenance and repair of the MSWIN; and
4. Provide usage reports to **JURISDICTION** for its PTT Devices and activate or deactivate PTT devices, upon reasonable notice.

B. **JURISDICTION** shall:

1. Operate all PTT Devices only for purposes of public safety and in compliance with Federal Communications Commission and Wireless Communication Commission rules and regulations.
2. Upgrade any P25 compliant FDMA PTT Devices and other equipment operating on the MSWIN to P25 compliant TDMA devices within 36 months of the MSWIN initiating system-wide TDMA operation.
3. Upgrade any P25 TDMA capable PTT devices and other P25 TDMA capable equipment operating on the MSWIN to P25 TDMA compliant devices within 90 days of notification that MSWIN has initialized TDMA technology.

C. Communication Liaison Officer

JURISDICTION shall promptly designate an employee to serve as its Communication Liaison Officer (the “**Liaison Officer**”) to the WCC as to the MSWIN and the implementation of this MOU, and inform the WCC within ten (10) days of such designation of the identity. The **JURISDICTION** Liaison Officer will be responsible for obtaining authorization of template modifications, coordination of access for new PTT Devices used on the MSWIN, providing fleet mapping data to the WCC for record keeping, providing after-hour emergency telephone numbers, and attending MSWIN advisory board meetings necessary for the safe and efficient operation of the MSWIN. The WCC shall promptly designate an employee to serve as its Liaison Officer to **JURISDICTION** to the MSWIN and the implementation of this MOU, and inform **JURISDICTION** within ten (10) days of such designation.

D. MSWIN Design

The MSWIN is a 700 MHz trunked communication system designed for mobile coverage in ninety-seven percent (97%) of the geographic area of the State of Mississippi; provided, however, that PTT Device coverage may be less than ninety-seven percent (97%) of the geographic area of the State of Mississippi, and PTT Device users may experience limited or no coverage in certain buildings or other areas.

E. **JURISDICTION** Equipment

JURISDICTION may use only WCC-approved wireless equipment on the MSWIN, with such equipment to have authorized and validated serial numbers, talk groups and PTT Device identifications. The authorized list of equipment may be updated from time to time by the WCC and will be made available to **JURISDICTION**. Prior to programming any radio templates, **JURISDICTION** shall provide the WCC with a list of its radio equipment which shall include, without limitation, the manufacturer, model number and serial number of the item of equipment. Proposed radio template creations or modifications by **JURISDICTION** must be approved by the MSWIN Liaison Officer prior to implementation.

JURISDICTION shall operate, maintain and repair its communication system equipment in good working order at all times during the term of this MOU. **JURISDICTION** operation, maintenance and repair of its communication equipment shall meet or exceed all FCC and other applicable laws, rules and regulations, all applicable equipment manufacturer’s requirements and equipment manufacturer’s preventive maintenance recommendations, and shall maintain a

level of reliability equal to, or exceeding the existing standards of the MSWIN, or which may be adopted by the WCC from time to time.

If **JURISDICTION** detects a PTT Device unit coverage issue, **JURISDICTION** should first contact **JURISDICTION** service provider for an evaluation of the problem. If the service provider determines the problem does not originate from **JURISDICTION** PTT Device(s) or the installation and/or maintenance of the **JURISDICTION** equipment, **JURISDICTION** should notify and provide the details of such problem to the MSWIN Liaison Officer.

If the PTT Device unit coverage issue is not PTT Device-related, the MSWIN and **JURISDICTION** Liaison Officers will research the issue to determine a solution. The cost and expense of any equipment, services or infrastructure required to increase portable radio coverage will be the responsibility of **JURISDICTION**, and any additional equipment, services or infrastructure necessary to address such issue must be approved by the MSWIN Liaison Officer.

F. Operations, Repair and Maintenance of the MSWIN

The WCC agrees to use commercially reasonable efforts to maintain the MSWIN and its communication equipment in good working order at all times.

The WCC will encourage all public safety and general government agencies and other MSWIN operators to submit written system radio trouble reports to the WCC. The WCC shall investigate and, to the extent feasible, provide solutions in response to radio trouble reports. The WCC shall periodically report to **JURISDICTION** on the status and disposition of radio trouble reports provided by **JURISDICTION**.

G. Compliance with MSWIN Guidelines, Procedures and Protocols and Prohibition against Release of Sensitive Information

JURISDICTION shall comply with all MSWIN guidelines, procedures and protocols, and WCC regulations governing the operation and use of MSWIN. The release of the MSWIN system key, system and radio identifications, radio serial numbers, encryption key information, if applicable, and all other system-specific and proprietary information to unauthorized third parties is strictly prohibited without the prior written consent of the WCC Executive Officer.

JURISDICTION agrees to take appropriate corrective action against any of its employees who violate MSWIN standards, guidelines, procedures and protocols.

H. System Management

JURISDICTION shall comply with MSWIN management requirements in order to ensure the safe and efficient operation of the MSWIN for all users. The WCC shall be responsible for monitoring the use of all PTT Devices as part of MSWIN management. The WCC shall periodically report to **JURISDICTION** on the performance of its communications equipment on the MSWIN and shall immediately report on any system component or emergency service requirement.

I. Trained Personnel

JURISDICTION will not permit any of its employees or any other person, including volunteers, to use the MSWIN until such employee or other person has received adequate MSWIN user training.

J. Decision to Rebuild

In the event of a catastrophic event in which the MSWIN is materially damaged or destroyed, the WCC may, in its sole discretion, elect to rebuild, repair or abandon all or part of the damaged MSWIN. The WCC shall issue a written notice to **JURISDICTION** within thirty (30) days of any such catastrophic event. Within ninety (90) days of such event, the WCC shall notify **JURISDICTION** of its decision to rebuild, repair or abandon all or part of the damaged MSWIN.

II. Resolution of MSWIN Performance Issues

If any issue of inadequate or non-performance of the MSWIN arises, the Parties agree to attempt to resolve the issue through their respective Liaison Officers. The Liaisons shall consider all readily available information which is relevant to such inadequate or non-performance of the MSWIN and in good faith seek a mutually-agreeable solution. In the event the Liaisons cannot agree on a solution, such inadequate or non-performance of the MSWIN shall be referred to the WCC Executive Officer and **JURISDICTION** communication manager for resolution. If such issue(s) remains unresolved, the issue(s) shall be referred to the WCC Governance Committee for resolution. Either party dissatisfied with the resolution of the issue(s) by the WCC Governance Committee shall have the right to submit the issue(s) to the WCC for review and consideration.

III. Effective Date and Term

A. Effective Date

This MOU is effective the last date of execution by the Parties (the “**Effective Date**”).

B. Term

Subject to Article VI below, the initial Term of this MOU shall be five (5) years, commencing on the Effective Date. This MOU shall be automatically renewed for successive five (5) year renewal Terms unless either Party provides written notice to the other Party of its decision to not renew the Term of this MOU at least ninety (90) days prior to the expiration of the Term.

IV. Modification

The Parties may propose modifications or amendments to this MOU by providing written notice to the other Party. Such notice shall include a statement and summary of the purpose and reason for the modification or amendment. Any modification or amendment to this MOU shall become effective only upon approval and written execution by both Parties.

V. Federal and State Licensing Requirements and Upgrades

A. FCC Licenses

JURISDICTION shall have the right to use the frequencies licensed to the State and the WCC for the MSWIN, including all available channels for current and future use by and expansion of the MSWIN.

B. Upgrade Costs

The WCC currently utilizes the Motorola [7.x] platform for the MSWIN. In the event that the WCC elects to upgrade the MSWIN to the next platform, **JURISDICTION** shall be responsible for its own costs related to any upgrade of the MSWIN.

VI. Termination

A. Termination by Notice

This MOU will be subject to termination upon thirty (30) days written notice by either Party. In the event either Party terminates this MOU, or if either Party elects to not renew the Term of this MOU, neither Party shall be obligated to pay the other Party any costs, fees, or damages of any kind.

B. Termination Obligations

Upon termination of this MOU by either Party, any obligations of the other Party for maintenance or repair services or for upgrades shall cease.

C. Effect of Termination

In the event of termination, each Party agrees to use reasonable efforts to assist the other Party in separating into two independent wireless communication systems during the 30-day termination notice period, but shall have no obligation to pay any costs, fees, compensation or damages of any kind to the other party resulting from the termination. Notwithstanding the right of termination by either Party, **JURISDICTION** shall have the right to operate its PTT Devices on the MSWIN for a period of up to 180 days after the effective date of termination, during which period of time **JURISDICTION** agrees to use all reasonable efforts to migrate its PTT Devices to a non-MSWIN system.

VII. Notices

All notices given under this MOU shall be made in writing and delivered by (i) U.S. Mail, certified and return receipt requested, (ii) overnight courier with delivery receipt, or (iii) messenger with delivery receipt. All notices will be sent to the Parties as follows:

If to **(County or City)**:

Jurisdiction
Attention: _____

If to WCC: Mississippi Wireless Communication Commission
Attention: Vicki B. Helfrich, Executive Officer
412 East Woodrow Wilson Ave.
Mail Stop 6601
Jackson, MS 39216

VIII. General Terms

A. Confidentiality

All records generated as the result of **JURISDICTION** use of the MSWIN are considered public records, pursuant to the authority of the Mississippi Public Records Act of 1983. However, the WCC shall give reasonable notice to

JURISDICTION of any request for such records pursuant to Miss. Code Ann. § 25-61-9(1), to allow **JURISDICTION** to determine whether such records contain trade secrets or confidential or financial information.

B. Headings

The section headings in this MOU are inserted only for convenience and are not to be construed as part of this MOU or as a limitation of the scope of the particular section to which the heading refers. The Parties agree that this MOU should be fairly interpreted in accordance with its terms and conditions and not for or against either Party regardless of which Party was primarily responsible for the drafting of this MOU.

C. Severance Clause

If any provision of this MOU or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the MOU shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

D. Independent Entities

Each Party will perform its duties under this MOU as an independent entity. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this MOU will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This MOU will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

E. Waiver

Failure or delay by either Party to exercise a right or power under this MOU will not be a waiver of the future exercise of such right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

F. Severability

If a court of competent jurisdiction renders any part of this MOU invalid or unenforceable, that part will be severed and the remainder of this MOU will continue in full force and effect.

G. Entire Agreement

This MOU contains the entire and final agreement of the Parties and all prior negotiations and agreements are integrated and merged herein. Neither Party nor its agents has made any representations except those expressly set forth herein.

H. Compliance with all Applicable Laws

Each Party will comply with all applicable federal, state laws, WCC regulations and rules concerning the performance of this MOU or use of the MSWIN.

I. Governing Law

This MOU shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

IN WITNESS WHEREOF, duly authorized representatives of the Parties hereby execute and approve this Memorandum of Understanding effective as of the latest date set forth below:

**MISSISSIPPI WIRELESS
COMMUNICATION COMMISSION**

JURISDICTION

By: _____

By: _____

Printed Name: Vicki B. Helfrich

Printed Name: _____

Title: Executive Officer

Title: _____

Date: _____

Date: _____

County or City MOU