



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

**Policy Title: Member Agency Agreement**

Version: 2.1

Issued: August 2012

Revised: November 2013

This Member Agency Agreement ("Agreement") is entered into by and between the State of Missouri Department of Public Safety, MOSWIN System Administration, (the "Department"), and \_\_\_\_\_, (the "Member Agency") acting by and through its authorizing agent and/or governing body.

RECITALS:

The State owns and operates the Missouri Statewide Interoperable Network ("MOSWIN"), a digital Project 25 trunked radio network licensed by the Federal Communications Commission (the "FCC") that provides statewide interoperable mobile radio coverage for public safety agencies; and

The Member Agency desires to obtain access to MOSWIN in order to communicate among various public safety units. NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**Section 1: Duties and Responsibilities of Member Agency**

- 1.1.1 Point of Contact - The Member Agency shall provide point of contact information as requested by the MOSWIN system administration to enable timely communication. The MOSWIN System Administration will use this information to notify the Member Agency of anticipated system outages, upgrades, and other anticipated system issues that will impact the Member Agency's radio transmissions. It is the Member Agency's responsibility to inform Member Agency personnel who are issued radio units for use on MOSWIN of any issues impacting the Member Agency's radio transmissions.
- 1.1.2 Authorized Member Agencies - Use of the radio system is limited to Member Agency's public safety personnel and any other personnel specifically authorized by the MOSWIN System Administration.
- 1.1.3 Member Agency Radios - The Member Agency assumes all financial and legal responsibility for providing radio units to Member Agency personnel for proper operation on MOSWIN, including any ongoing maintenance or upgrades associated with the radio units. This provision does not affect the Member Agency's ability to pursue and obtain third-party funding for radio units or funding through grant programs administered within the Department.
- 1.1.4 Member Agency Radio Information - The Member Agency shall submit to the MOSWIN system Administration point of contact (MOSWIN POC)(identified below) a list of identification numbers for all Member Agency radios that will operate on the MOSWIN. Member Agency shall notify the MOSWIN POC if there is any change to its radio inventory, including but not limited to notification that a radio has been lost or stolen.
- 1.1.5 Member Agency Talkgroups - Member Agency shall work with the MOSWIN System Administration POC to develop the appropriate talk groups necessary to achieve the Member Agency's mission.
- 1.1.6 Conformance with MOSWIN Standards and Policies - The Member Agency is subject to and shall follow all applicable standards, policies, procedures, and protocols established or amended for the use of MOSWIN. MOSWIN will provide a copy of current standards, policies, procedures and protocol upon execution of this Agreement. The Member Agency is required to enforce those same standards, policies, procedures, and protocols among Member Agency personnel who are issued radios for operation on MOSWIN.
- 1.1.7 Conformance with State and Federal Laws and Regulations - The Member Agency is subject to all applicable state and federal rules, regulation, and laws pertaining to the use of MOSWIN including, but not limit to, the Communications Act (47 U.S.C. 151) and all applicable Federal Communications Commission Rules and Regulations.
- 1.1.8 Conformance with Interoperable Communications Practices - The Member Agency shall comply with standard National Incident Management System (NIMS) radio procedures when engaged in interoperable communications and any applicable communications plan within the Missouri State Emergency Plan.
- 1.1.9 Radio Operator Training - The Member Agency shall require that any Member Agency personnel operating on MOSWIN attend Member Agency training related to operation on the MOSWIN system. Training shall be obtained by Member Agency personnel prior to communicating on the system and shall include proper radio usage, operation on the MOSWIN trunked system, emergency procedures, and interoperability protocols and standards.
- 1.2 System Key Files and Encryption Keys - All system key files and encryption keys are considered confidential security information and



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closed pursuant to Sections 610.021(18) and (19), RSMo. Unless specifically authorized by MOSWIN System Administration in writing for each individual radio, the Member Agency is not permitted to directly or indirectly permit any third person to view, read, print, extract, copy, transmit, archive, edit, create, loan, transfer, release, tamper with, reverse engineer or otherwise compromise the security of any network key file or encryption key files for any radio with access to MOSWIN. In the event that the Member Agency learns that any person has improperly or fraudulently obtained a system key file or encryption key file, the Member Agency is required to immediately notify MOSWIN system administration.

- 1.3 Dispatch Recording - If Member Agency desires to record and/or maintain radio transmissions or dispatch logs, Member Agency is responsible for obtaining any necessary equipment and any costs associated with such equipment.
- 1.4 The emergency button on MOSWIN member agency radios or consoles should only be used in case of imminent personal danger. Emergencies should only be cleared by the agency whose personnel declared the emergency, unless they have a written agreement in place for another agency to acknowledge and clear their emergency activations.

## **Section 2: Duties and Responsibilities of Department**

- 2.1 Allocation of System Resources - Department will provide Member Agency with continuous system availability to MOSWIN. The Member Agency acknowledges that MOSWIN is designed to provide mobile coverage throughout 95% of each county. Any cost associated with providing desired portable coverage is the sole responsibility and expense of the Member Agency.
- 2.2 Member Agency Talkgroups - The Department will work with Member Agency to develop the appropriate talk groups necessary to forward the Member Agency's mission without negatively impacting the MOSWIN radio system. The MOSWIN System Administration may periodically monitor talkgroups allocated to the Member Agency for the Member Agency's internal use for system management purposes including, but not limited to, maintenance, troubleshooting, system performance assessments, unusual traffic patterns, policies and procedure compliance audits. The MOSWIN System Administration may monitor the Member Agency's talkgroups at any time, for any duration, without notice, and subject to recording.
- 2.3 Support - The Department will provide continuous access to live help via the MOSWIN network operations center to assist with any technical or operational issues.
- 2.4 Radio De-Activation - In the absence of exigent circumstances, the Department will provide notification to Member Agency prior to terminating MOSWIN access for any individual radios.
- 2.5 FCC Licenses - The Department shall hold and administer all FCC licenses associated with the MOSWIN network.

## **Section 3: Term and Cancellation**

- 3.1 Term of Agreement - This Agreement shall be in effect as of the latest date on which all parties have signed the Agreement, and will continue in force until terminated by either party.
- 3.2 Termination - Any party may terminate this Agreement upon giving thirty (30) days prior written notice of termination to the other party.

## **Section 4: Merger and Modification**

- 4.1 Entire Agreement - The parties understand and agree that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 4.2 Amendments to Agreement - Any alternation, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been transcribed in writing as an amendment to this Agreement signed by the parties hereto.

## **Section 5: Miscellaneous Provisions**

- 5.1 Liability - Each party will be solely liable for its own acts and omissions, and the results thereof, to the extent authorized by law.



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- 5.2 Applicable Laws - This Agreement is governed by and construed according to the laws of the State of Missouri. The Member Agency is subject to the same Federal laws that govern the Department's operation of a digital Project 25 trunked radio network licensed by the Federal Communication Commission (FCC) which includes, but is not limited to the Communications Act (47 U.S.C. 151) and all applicable FCC Rules and Regulations.
- 5.3 Authorized Signatories - This Agreement shall become binding and effective only after it has been approved by the authorizing official for the Department and the governing body or authorized official for the Member Agency, as evidenced by the signature of the appropriate authority.
- 5.4 This agreement does not supersede any written agreements entered into between local or zone users to the extent those agreements do not conflict with MOSWIN operations, policies, and requirements.

DEPARTMENT OF PUBLIC SAFETY

MEMBER AGENCY

ADDRESS: 2413 East McCarty Street  
Jefferson City, MO 65101

ADDRESS:

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: Roger D. Strobe

PRINTED NAME:

TITLE: Director, MOSWIN

TITLE:

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_