

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LFUCG AND UNITED STATES MARSHALS SERVICE
REGARDING
USE OF THE 800 MHz P25 TRUNKED RADIO SYSTEM

This Agreement entered into this, the _____ day of _____, 2014, by and between the Lexington-Fayette Urban County Government, hereinafter referred to as LFUCG and United States Marshals Service, hereinafter referred to as USMS.

WITNESSETH

WHEREAS, the parties to this Agreement are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

WHEREAS, the parties to this Agreement believe that interoperability – the ability for public safety agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications and computer aided dispatching systems; and

WHEREAS, the parties to this Agreement are committed to participating in the use and support of such state-of-the-art public safety radio communications that:

- Provide for efficient and effective support of the delivery of public safety services to people who need help;
- Provide the greatest support possible for firefighters, paramedics, law enforcement officers and others for whom reliable, interoperable communications systems can mean the difference between life and death;
- Provide for the collection and provision of data needed to monitor the continuing effectiveness of radio communications systems to assure that the standards of such systems are met;
- Provide for establishment of benchmarks against which proposals for changes and improvements in the radio communications system operations can be measured, changed; and

WHEREAS, the LFUCG has purchased and provided for installation of a state-of-the-art interoperable public safety radio communications system based upon the 800 megahertz P25 trunked radio system (radio system) that is capable of supporting trunked radio services and capable of being expanded in a manner consistent with current public safety communications technical standards; and

WHEREAS, the USMS wishes to use and access on a limited basis the radio system within its own jurisdiction, and to establish or improve its ability to interoperate with other jurisdictions,

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the LFUCG and USMS agree as follows:

The U.S. Marshals Service (USMS) in the Eastern District of Kentucky (E/KY) has fielded a dual-band radio capable. The USMS E/KY is respectfully requesting access to radio talk groups assigned to the Lexington Division of Police on the radio system and access to system key as well as the AES Key to enable two-way communications between our agencies. This would enhance our officer's safety and provide an interoperability capability with Lexington Police that may not be possible after the 800 MHz trunked radio system is fielded. The USMS primary enforcement mission is in the apprehension of fugitives as well as in the investigation and prosecution of sex offenders. The use of the system will greatly assist the USMS in these efforts daily. The USMS works daily side-by-side with Lexington Police Officers. Usage of the radio system will include the ability to program the talk groups/frequencies used by the Lexington Police (law enforcement partners on our Fugitive Task Force) within the Lexington Police purview would promote officer safety in metro areas and further help to protect the public and maintain the highest level of officer safety. This MOU provides for:

1. System key distribution to the USMS is limited to the E/KY Communication Officer Craig Smith.
2. Advanced System Key (ASK) can and will be hand receipted.
3. When not in use, the ASK will be stored in GSA Approved Security Container that is rated for Secret data storage. The area where the safe is located is also protected by digital cameras and a robust IDS system.
4. If a Software System Key (SSK) is issued, the SSK will be stored on a FIPS compliant device with an AES-256 encrypted drive.
5. The SSK will be stored with a non-disclosure and proper use notice.
6. The SSK will be stored on devices in which access is limited to those you authorize.
7. AES Encryption will be stored in the same manner as the ASK, in approved GSA Secret level safe only assessable by DUSM Craig Smith and USMS Management in the E/KY.
8. The USMS agrees to never disseminate any AES or ASK information to any other entity.
9. The USMS agrees not to distribute the key or any proprietary information.

10. The USMS is authorized to program its own radios and the Lexington Police Technical Services Unit and Division of Enhanced 911 will support this effort.
11. The Lexington Division of Police Technical Service Unit will provide Hex ID's, control channel information, 30 radio trunking system ID's, trunking system key, and AES encryption key.

The USMS agrees that its push to talk (PTT) frequency will be very low, resulting in very limited system loading and use will primarily pertain to joint operations with Lexington Police and/or other federal, state and local law enforcement agencies. This radio system access is primarily to support officer safety through interoperability. USMS operation communications will be conducted over the P2S VHF Multicast Systems owned and operated by the USMS and FBI.

The USMS further agrees:

- The USMS will not be relying entirely on the LFUCG 800 MHz radio system for day-to-day operation. This agreement is intended to cover periodic use and use related to joint operations between the USMS, Lexington Division of Police and other agencies. In the event the USMS relies on the LFUCG radio system for day-to-day operation or system loading indicates otherwise, the LFUCG reserves the right to amend this agreement and establish a cost sharing plan for system maintenance with the USMS.
- Permitted users of the radio system include only the United States Marshal's Service (USMS). The USMS will not expand users beyond its agency without approval of the Lexington Division of Police and/or Division of Enhanced 911. Expansion of users may incur fees to USMS.
- To ensure that the channel capacity of the radio system will not be unnecessarily reduced, USMS shall not utilize a telephone interconnect capability on subscribers. USMS may purchase radios with private talk capability, but use of the feature shall be limited to senior management.
- Any notice, report of demand which must be given or made by a party hereto under the terms of this Agreement shall be sent by registered or certified mail, return receipt requested. Notices to the LFUCG shall be sent to the Commissioner of Public Safety, 200 E. Main Street, Lexington, KY 40507. Notices to the United States Marshal shall be sent to 101 Barr Street, Lexington, KY 40507.
- It is understood and agreed that the entire MOU between the parties is contained herein and that this MOU supersedes all oral arguments, previous written agreements, and negotiations between the LFUCG and USMS.
- Any alterations, variations, modifications, or waivers of the provisions of this MOU shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

- The LFUCG shall not be responsible for interruptions in system service due to the forces of nature, war, manmade disasters or other such acts beyond the control of the LFUCG.
- The LFUCG may, at its discretion, allow media to monitor dispatch talk groups.
- THE LFUCG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO USMS IN CONNECTION WITH ITS USE OF SERVICE. THE USMS ACKNOWLEDGES THAT SERVICE DISRUPTIONS WILL OCCUR FROM TIME TO TIME DUE TO, BUT NOT LIMITED TO, ACTS OF GOD, MECHANICAL MALFUNCTION, FIRE, THEFT OR OTHER UNFORSEEN PERILS AND AGREES TO HOLD THE LFUCG HARMLESS FOR ALL SUCH DISRUPTIONS.

Loren Carl
United States Marshal, Eastern District of Kentucky


Ronnie Bastin
Chief of Police

Jim Gray
Mayor
Lexington-Fayette Urban County Government