

MEMORANDUM OF UNDERSTANDING

Arizona Interagency Radio System State Plan

Arizona Department of Public Safety

and

(Authorized Federal, Tribal, State, Local Agency, or Emergency Organization)

PURPOSE

This Memorandum of Understanding (MOU) is between the Arizona Department of Public Safety (AZDPS) and _____ (User). This MOU establishes permission and guidelines for use of mutual aid channels by:

- Governmental agencies and non-governmental organizations (NGOs), utilizing mobile and portable two-way radios, operated by personnel actively engaged in incident-related activities, are eligible to apply for operating authority pursuant to this MOU.
- Federal agencies who are required to obtain permission to use the Arizona Interagency Radio System (AIRS) mutual aid channels through the National Telecommunications and Information Administration, unless a supporting agency provides all the mobile radios for the federal agency's use.

This MOU imposes certain protocols, procedures, and obligations upon users hereby authorized to use state-licensed mutual aid channels held by the Arizona Department of Public Safety (AZDPS).

AUTHORITY

This MOU satisfies Federal Communications Commission Part 90 Rules for extending license privileges to others by agreement.

APPLICABILITY

Generally, this includes organizations in the following governmental disciplines:

Emergency Management
Law Enforcement
Fire Service
Emergency Medical Services
Public Works / Transportation

Public Safety Communications
Public Health
Health Care
Hazardous Materials
Governmental Administration

This MOU authorizes use of state-licensed mutual aid channels for the purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident communications in accordance with the Arizona Interagency Radio System (AIRS) State Plan.

UNDERSTANDINGS

AZDPS will:

- Manage and maintain proper license for the use of the mutual aid channels identified herein.
- Manage and maintain an accurate database of federal and state agencies and local government users that have accepted and signed this MOU.
- Issue updates and revisions to the Arizona mutual aid channel plan upon request by the Arizona Statewide Interoperability Executive Committee.

Users will:

- Participate in regional and statewide communications planning and exercises that support improved mutual aid operations through the use of radio communications.
- Manage the use of mutual aid channels by its employees, ensuring compliance with the AIRS State Plan and federal/state/local laws, ordinances, and rules.
- Use the mutual aid channels hereby authorized for the intended purpose of coordination between emergency response agencies and resources. Such coordination may occur during interagency operations, en route travel, or on-incident.
- Use the mutual aid channels for operational and en route communications in accordance with local and regional policies and procedures.
- Use the interoperability frequencies for on-incident communications in accordance with the Incident Communications Plan established by the on-scene Commander.
- Ensure that appropriate mutual aid calling channels are monitored at dispatch centers identified in a regional communications plan. As an example, monitoring may include, at a minimum:
 - UHF/VHF AIRS Calling Channel
 - 800 MHz I-Call Channel
- Agree to comply with and follow the Arizona Interagency Radio System State Plan.

The parties mutually agree:

- User and AZDPS agree their mutual interest will be furthered by continued coordination between the User and the Arizona Statewide Interoperability Executive Committee.
- User and AZDPS agree this MOU may be cancelled at any time, by written notice to the other party, or by subsequent agreements.

MISCELLANEOUS

- Conflict of Interest – This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
- E-Verify – Both Parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both Parties warrant that they have registered with and participate with E-Verify. If either Party later determines that the other non-compliant Party has not complied with E-Verify, it shall notify the non-compliant Party by certified mail of the determination and of the right to appeal the determination.
- Sudan and Iran – Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, both of the Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.
- Indemnification - Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

AGREEMENT

This Memorandum of Understanding was agreed to this _____ day of _____, 20____.

User Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Address: _____

Phone: _____ Email: _____

Fax: _____

Contact Name, Phone, Email (if different than above): _____

Number of mobile, portable, and/or temporary base radios to be operated under AZDPS Licenses.
(This information is required by AZDPS as a condition of its license from the FCC.)

	Mobile	Portable
150 MHz	_____	_____
450 MHz	_____	_____
700 MHz	_____	_____
800 MHz	_____	_____

Do not write below this line.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

Signature: _____

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