MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between local government consortia consisting of **BIG SKY 11 INTEROPERABILITY CONSORTIUM, CENTRAL MONTANA INTEROPERABILITY COMMUNICATIONS CONSORTIUM, EASTERN TIER INTEROPERABILITY CONSORTIUM, I-15/90 CORRIDOR INTEROPERABILITY COMMUNICATIONS CONSORTIUM, NORTHERN TIER INTEROPERABILITY CONSORTIUM, SOUTH CENTRAL MONTANA INTEROPERABILITY CONSORTIUM, TRI-COUNTY/SOUTHWESTERN INTEROPERABILITY CONSORTIUM and WESTERN INTEROPERABLE COMMUNICATIONS CONSORTIUM** ("Consortia"), the **MOBILE DATA TERMINAL CONSORTIUM** ("MDT"), and Montana state agencies consisting of **MONTANA DEPARTMENT OF JUSTICE, MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION and MONTANA DEPARTMENT OF TRANSPORTATION** ("State Agencies") for the purpose of creating Interoperability Montana, an association that will coordinate and establish policies and protocol for a statewide interoperable communications system capable of providing interoperable wireless voice and data exchange for the entire realm of public safety and emergency management.

Recitals

1. Each Consortium has been formed through an interlocal agreement between its member counties and Indian Nations. The interlocal agreements establish the position of Project Director, who is the executive officer for the Consortium and is authorized to represent it as a member of the board for Interoperability Montana.

2. The Consortia desire to establish an association known as Interoperability Montana, which will have capability to coordinate and oversee a statewide reliable and effective interoperable communications system capable of providing interoperable wireless voice and data exchange for the entire realm of public safety and emergency management, including a response to terrorism, the threat of terrorism and all-hazards.

3. Montana Department of Justice, Montana Department of Natural Resources & Conservation, Montana Department of Transportation and MDT each have an interest in the effective operation of Interoperability Montana and are willing to voluntarily participate. Each is desirous of having a representative on the board for Interoperability Montana.

4. The objective of Interoperability Montana is to establish standards and protocols for the acquisition and operation of public safety radio and wireless communications equipment. This standardization has the goal of creating an interoperability public safety radio communications system in Montana that is a standards-based shared system of systems and is a wide-area system for use by public safety responders. This communications interoperability among public safety emergency responders will ensure their radio communications systems will work seamlessly with other systems or products without any special effort. This interoperability approach to communications systems allows public safety responders in Montana to exchange voice and data communications on demand, in real time, during emergencies and disasters.

5. The parties expect that the standards set by Interoperability Montana will provide advanced channel management for the shared use of frequencies, seamless roaming throughout the respective trunked areas (footprint), and enhanced responder safety through embedded signaling, while at the same time enhancing interoperable communications with existing legacy

VHF radios. For lower levels of interoperability, current mutual aid channels will be maintained and available for use.

Agreement

In furtherance of this Memorandum of Understanding, the parties agree to:

I. Organization of Interoperability Montana: The parties agree to form Interoperability Montana, an association of the parties as its members, which will be controlled by a Board of Directors as set forth herein.

A. Membership: The Board consists of the Project Manager from each of the eight Consortia, a designated representative from each of the three State Agencies and one from MDT. Any party may designate in writing an alternate representative who may fulfill the duties of the representative in the absence of the same as defined in the bylaws.

B. Terms of Representatives and Alternates: An appointed representative or alternate will serve for the term designated by the respective consortium as defined in the bylaws.

C. Duties and Authority of Board: To participate in Interoperability Montana and work toward achievement of its vision, mission and goals, the Board shall:

1. Select a Chair, Vice Chair and Second Vice Chair;

2. Adopt bylaws to govern its internal affairs;

3. Meet at least six (6) times a year, or at the call of the Chair, or a majority of the Directors using face-to-face meetings, voice conferencing or video conferencing;

4. Conduct meetings and records of meetings in conformance with Title 2, Chapters 3 and 6, MCA;

5. Arrange for Interoperability Montana, a state agency, or a local jurisdiction to hold, secure, and maintain the records of the Board and to provide for administrative and financial support for the Board as it may need;

6. Enter into an agreement or memorandum of understanding with funding sources including, but not limited to, U.S. Department of Homeland Security and Public Safety Interoperability Communications (PSIC) grants, to:

a. Prioritize interoperability requirements and request government funding;

b. Assess regional priority communications interoperability requirements; and

c. Make recommendations on the feasibility of methods to develop or implement Montana-wide communications interoperability and local or regional projects.

7. Establish standards and protocols for the acquisition, maintenance and operation of public safety radio and wireless communications equipment and for seamless roaming throughout the State of Montana and enhanced responder safety through embedded signaling;

8. Assist all Consortia in applying for funding for communications equipment, facilities and technical assistance for interoperability compliance;

9. Provide advanced channel management for shared use of frequencies licensed during the Interoperability Montana project for trunking and non-trunked systems;

10. Prepare a budget for recommended disbursement of funds authorized through private and public grants and legislative appropriations to members of the Consortia, State Agencies or MDT to create, equip, operate and maintain the statewide interoperability public safety radio communications system;

11. Do all things necessary and within the legal authority of the Board to create, equip, operate and maintain a statewide interoperability communications system; and

12. Hire or contract an executive officer and staff to support Interoperability Montana's vision, mission and goals.

II. Manner of Financing Governing Board:

A. Expenses of Board: Expenses of the Board may be authorized for payment through any mechanism that does not commit the levying of taxes or indebt any of the Consortia, State Agencies or MDT.

B. Establishing and Maintaining a Budget: The Board has no authority to levy taxes or indebt the Consortia, State Agencies or MDT in this MOU. However, the Board can establish a budget for Interoperability Montana as a result of funding authorized as a sub-grantee from awarded grants, the Legislature of the State of Montana or user fees adopted by the governing body of local jurisdictions of the Consortia, State Agencies or MDT.

C. Prohibition on Indebtedness: The Board has no authority to establish a budget that is binding upon the Consortia, State Agencies or MDT, to levy taxes, or otherwise indebt the Consortia, State Agencies or MDT.

III. Duration: This Agreement is effective upon execution and continues until such time as the parties hereto terminate this Agreement by mutual agreement. If any party desires to withdraw from this Agreement and withdraw its representative from the Board of Directors, it may do so by giving one hundred eighty (180) days advance written notice to the Board of Directors and the other parties. Upon withdrawal of a party, this Agreement remains in effect as to the remaining parties.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last signature date written below:

BIG SKY 11 INTEROPERABILITY CONSORTIUM

By _____
Project Director
Print Name Ed Auker
Date 12/04/07

CENTRAL MONTANA INTEROPERABILITY COMMUNICATIONS CONSORTIUM

By _____
Project Director
Print Name Cheri Kilby
Date 12/04/07

EASTERN TIER INTEROPERABILITY CONSORTIUM

By _____
Project Director
Print Name ALAN D. MICHAELS
Date 12/04/07

I-15/90 CORRIDOR INTEROPERABILITY COMMUNICATIONS CONSORTIUM

By _____
Project Director
Print Name JAMES DAVID McPHERSON
Date 12-4-07

NORTHERN TIER INTEROPERABILITY CONSORTIUM

By _____
Project Director
Print Name WAYNE DUSTERHOFF
Date 12/3/07

SOUTH CENTRAL MONTANA INTEROPERABILITY CONSORTIUM

By _____
Project Director
Print Name JASON Shrauger
Date 12/4/07

TRI-COUNTY/SOUTHWESTERN INTEROPERABILITY CONSORTIUM

By _____
Project Director
Print Name SCOTT F. HOWARD
Date 01-08-2008

WESTERN INTEROPERABLE COMMUNICATIONS CONSORTIUM

By _____
Project Director
Print Name George Gupton
Date 1-8-08

MOBILE DATA TERMINAL CONSORTIUM

By _____
Project Director
Print Name JAMES R. CASHELL
Date 12-4-07

MONTANA DEPARTMENT OF JUSTICE

By Mike McGrath
Attorney General
Print Name Mike McGrath
Date 12-19-07

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION

By_____
Director
Print Name_____
Date_____

MONTANA DEPARTMENT OF TRANSPORTATION

By
Director
Print Name JIM LYNCH
Date 12/4/2007