

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING ("First Amended MOU"), is made by and between the Orange County Sheriff's Office, hereinafter referred to as the "Sheriff;" the City of Apopka, hereinafter referred to as "Apopka;" the City of Belle Isle, hereinafter referred to as "Belle Isle;" the Town of Eatonville, hereinafter referred to as "Eatonville;" the City of Edgewood, hereinafter referred to "Edgewood;" the City of Maitland, hereinafter referred to as "Maitland;" the Town of Oakland, hereinafter referred to as "Oakland;" the City of Ocoee, hereinafter referred to as "Ocoee;" the City of Orlando, hereinafter referred to as "Orlando;" the University of Central Florida, hereinafter referred to as "UCF;" the Town of Windermere, hereinafter referred to as "Windermere;" the City of Winter Garden, hereinafter referred to as "Winter Garden;" the City of Winter Park, hereinafter referred to as "Winter Park;" Orange County Government hereinafter referred to as "Orange County;" Orange County School Police, hereinafter referred to as "School Police;" and the City of St. Cloud, hereinafter referred to as "St. Cloud," who agree as follows:

On August 1, 2017, the Memorandum of Understanding regarding the Orange County Intergovernmental Radio System Encryption Key ("Original MOU") became effective and has automatically renewed each year since. A copy of the Original MOU is attached as Attachment A.

The Original MOU enabled mutual sharing of an encryption key to access certain Orange County encrypted Metro radio channels among the original parties.

The City of St. Cloud, including the St. Cloud Police Department, has requested access to the encryption key to enable it to access the Orange County encrypted Metro radio channels.

Subsection 3.6. of the Original MOU permits the parties to give written prior consent to release the encryption key to another entity not listed as a signatory to the Original MOU. The existing parties to the Original MOU have expressed no objection to the City of St. Cloud's request.

Section 4 of the Original MOU permits amendments using a writing executed by the parties.

Therefore, in exchange for good and adequate consideration, the parties agree to amend and restate the Original MOU as follows.

A. Amendment and Restatement

The Original MOU is hereby amended and restated as set forth herein.

B. Term and Renewal

Paragraph 1 of the Original MOU is superseded by the following language:

This first amendment and restatement of the Original MOU is effective on the first (1st) day of February 2025, regardless of date of execution, and this First Amended MOU shall automatically renew on a year-to-year basis thereafter.

C. Adoption of Original MOU

Paragraphs 2., 3., and 4., of the Original MOU are adopted and incorporated herein in their entirety by the existing parties and by the City of St. Cloud.

D. Permission to release the encryption key to the City of St. Cloud

The Original MOU is amended to add Paragraph 5 as follows:

5. By executing this First Amended MOU, the City of St. Cloud is formally made a signatory. The parties to the Original MOU agree that the encryption key shall be released to the City of St. Cloud, including the St. Cloud Police Department. The City of St. Cloud as a signatory to the First Amended MOU shall be bound by all the same terms and conditions of its use and preservation.

E. Execution

This First Amended MOU may be executed, including execution by facsimile signature, in one or more counterparts, each of which will be deemed an original, and all of which together shall be deemed to be one and the same instrument.

The signatories hereto represent that they have been duly authorized to enter into this First Amended MOU on behalf of the Party for whom they sign.

**SHERIFF'S OFFICE OF ORANGE COUNTY,
FLORIDA**

John. W. Mina
As Sheriff of Orange County, Florida

Date

FOR USE AND RELIANCE ONLY
BY THE SHERIFF OF ORANGE COUNTY, FLORIDA.
APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF _____ 20____.

Assistant or General Counsel
Orange County Sheriff's Office

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ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____

Jerry L. Demings

Orange County Mayor

Date: _____

ATTEST: Phil Diamond, CPA, County Comptroller

As Clerk to the Board of County Commissioners

By: _____

Deputy Clerk

Printed Name: _____

Date: _____

BCC Mtg. Date: Aug. 1, 2017

COPY

MEMORANDUM OF UNDERSTANDING

Orange County Intergovernmental Radio System Encryption Key

THIS AGREEMENT, made this _____ day of AUG 01 2017, 2017, by and between the Orange County Sheriff's Office, hereinafter referred to as the "Sheriff;" the City of Apopka, hereinafter referred to as "Apopka;" the City of Belle Isle, hereinafter referred to as "Belle Isle;" the Town of Eatonville, hereinafter referred to as "Eatonville;" the City of Edgewood, hereinafter referred to as "Edgewood;" the City of Maitland, hereinafter referred to as "Maitland;" the Town of Oakland, hereinafter referred to as "Oakland;" the City of Ocoee, hereinafter referred to as "Ocoee;" the City of Orlando, hereinafter referred to as "Orlando;" the University of Central Florida, hereinafter referred to as "UCF;" the Town of Windermere, hereinafter referred to as "Windermere;" the City of Winter Garden, hereinafter referred to as "Winter Garden;" the City of Winter Park, hereinafter referred to as "Winter Park;" Orange County Government, hereinafter referred to as "Orange County;" and Orange County School Police, hereinafter referred to as "School Police" agree as follows:

WHEREAS; the parties to this agreement are all governmental public safety agencies who share common public safety radio systems, and

WHEREAS; certain communications and information transmitted over said radios contain confidential and emergency information not subject to public disclosure, and

WHEREAS; the parties believe that it is necessary to ensure the confidentiality and security of radio transmissions made by their public safety agencies.

NOW THEREFORE; the parties agree to the establishment of parameters for use of a common encryption key for all public safety radios operating on the Orange County Intergovernmental Radio System.

1. Term

The term of this agreement shall commence on the _____ day of AUG 01 2017, 2017 and shall be automatically renewable on a year-to-year basis.

2. Termination

Parties may withdraw from this agreement upon sixty (60) days prior written notice to all other participants. The parties individually agree that in the event that they withdraw from this agreement, any encryption information previously provided to them including the encryption key will remain confidential.


3. Policy


The user agencies operating on the Orange County Intergovernmental Radio System hereinafter referred to as the "Radio System" will:

1. Agree to utilize the same encryption key for all public safety radios.
2. Agree to keep the encryption key in a secure location and to take every precaution to keep the key secret.
3. Immediately notify the Orange County Sheriff's Office in the event they have reason to believe that the confidentiality of the encryption key has been compromised.
4. Agree not to change the encryption key used for the Radio System without coordinating that change with all of the other signatories of this Agreement.
5. Agree not to program the encryption key into any non-public safety radio.
6. Agree not to release the encryption key to any other user or entity not listed as a signatory to this agreement without the express prior written consent of all of the signatories.
7. Not provide encrypted radios for use by non-public safety personnel.
8. Agree to periodically change the encryption key for the Radio System in concert with the other signatories.
9. Agree not to release the encryption key to any agency outside Orange County, Florida, unless law enforcement agencies require access for mutual aid. (Examples: Task Force, MBI, etc.)

4. Amendments

This Agreement shall not be amended except in writing and executed by the parties.


 Jerry L. Demings
 as Sheriff of Orange County, Florida


 Reynaldo L. Rivero
 Undersheriff,
 Acting Sheriff

Date: 7/20/17

FOR USE AND RELIANCE ONLY BY THE
SHERIFF OF ORANGE COUNTY, FLORIDA.

APPROVED AS TO FORM AND LEGALITY
THIS 20 DAY OF July, 2017.


 Dorothy Bunt acting
 General Counsel