

COUNCIL TRANSMITTAL



TO: Lyn Creswell
Chief Administrative Officer

DATE: Nov. 16, 2007

FROM: Susi Kontgis, Budget Analyst

SUBJECT: Interoperable Communications briefing

STAFF CONTACT: Susi Kontgis, 535-6413

DOCUMENT TYPE: Briefing

BUDGET IMPACT: None at this time – Information update only

DISCUSSION: This report is a status update on the City-wide Interoperable Communication System. As many people are aware the system has been up and running with Police and Fire for almost two years. This final phase of system implementation incorporated the Airport and Public Utilities systems into one comprehensive, City-wide, system. To date, the Simulcast & Master prime sites have been relocated from the Public Safety Building (PSB) to the Airport site at NS12 and the system is operational. Public Utilities and Airport operations are functioning on the system, but the Airport radios will not be totally integrated on to the new system until spring of 2008. If the City Council or the Administration is interested in conducting a site visit, the airport site could be scheduled for a tour at any time.

As part of this transition process, the City ordered approximately 350 new/or replacement radios to be incorporated on to the new system. These radios have arrived, been programmed, and have been issued to the appropriate individuals. The City is in the process of training and refining protocol procedures for radio usage in the case of an emergency. In addition, the City's telecommunication system maintenance technicians have all completed the manager's system maintenance training for the new system.

The City has finalized an internal City-wide Interoperable Communication Memorandum of Understanding (MOU) that outlines how the various stakeholder departments within the City will jointly manage the accounting and maintenance of the system as we move forward. Great care was taken to ensure the City would not have any diversion of revenue issues with the Federal Aviation Administration as a result of the City and the Airport sharing telecommunication infrastructure. Now that the City's MOU is complete, the City will move towards creating an MOU with the Utah Communication Area Network (UCAN).

Some of the issues to be addressed with UCAN are: allocating costs for system maintenance and upgrades, sharing utility costs that support UCAN and City infrastructure stored in the same location (like the City Creek storage building) and the access of a few UCAN event channels to provide critical City employees residing outside the City coverage area with State-wide system access to be used in the case of an emergency. In addition, one of the most critical issues still needing to be addressed is the request of outside agencies wanting to migrate on to the City's telecommunication infrastructure. Politically, this will be controversial as UCAN will fight the City on this. Many of the UCAN users could leave the UCAN system and move onto the City's network. If this were to occur, these agencies would be able to have the same coverage and potentially, significantly, reduce the amount of money they pay annually to UCAN for user fees, while potentially generating a significant, annual, revenue stream to Salt Lake City Corporation.

Finally, the City may want to revisit the School district to see if they are now willing to participate in emergency preparedness with the City by acquiring some interoperable devices, either radios or base stations. In the past, the school district declined joining our system even though grant funds had been identified that could have purchased the necessary equipment for them.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SALT LAKE CITY DEPARTMENT OF AIRPORTS

RECORDED

SALT LAKE CITY FIRE DEPARTMENT

NOV 07 2007

SALT LAKE CITY POLICE DEPARTMENT

CITY RECORDER

SALT LAKE CITY DEPARTMENT OF PUBLIC SERVICES

AND

SALT LAKE CITY DEPARTMENT OF PUBLIC UTILITIES

THIS MEMORANDUM OF UNDERSTANDING, effective _____, 2007 ("MOU"), involves and sets forth certain relationships and agreements between the Salt Lake City Department of Airports ("Airport"), the Salt Lake City Fire Department ("Fire"), the Salt Lake City Police Department ("Police"), the Salt Lake City Department of Public Services ("Services"), and the Salt Lake City Department of Public Utilities ("Utilities") (each a "Department", and collectively the "Departments").

RECITALS

WHEREAS, it is acknowledged that Airport and Utilities are departments of Salt Lake City Corporation ("City") that are maintained as enterprise funds of the City, and Fire, Police and Services are departments of the City that are maintained within the City's general fund; and

WHEREAS, each Department has historically maintained certain equipment and performed certain services to operate radio facilities to serve the needs of the individual department; and

WHEREAS, City now desires that all of the Departments take part in a single, unified radio system (the "Radio System" or "System") that can serve all the City's needs in a seamless manner, and that also can function in an interoperable manner with the state-wide radio system operated by the Utah Communications Agency Network ("UCAN"); and

WHEREAS, the Departments have reached an agreement on how they will operate the City's Radio System among them, and they desire to enter this Memorandum of Understanding ("MOU") to state their agreement and govern the relationship among them for that purpose;

NOW THEREFORE, in view of the foregoing recitals, the Mayor directs, and the Director of each of the Departments agrees, as follows:

AGREEMENT

I. Management of the Radio System.

The City hereby creates the Radio System Management Committee ("RSMC"), which shall be a committee formed with representation from each of the Departments, and which shall be created as a project number or internal service fund of the City for accounting purposes. The RSMC will be formed and operate as follows:

A. Organization of the RSMC.

- a. Each of the Departments will designate one employee to serve as a member of the RSMC in order to represent that Department's interests in the management of the Radio System. Each of the Departments' representatives will be responsible to coordinate with his or her Department and represent management decisions in connection with that Department's technical, operational, financial and other needs in the Radio System.
- b. Each of the Departments will designate one employee with financial expertise to serve as a member of the finance subcommittee of the RSMC in order to address financial issues relevant to the RSMC and to coordinate with the financial needs of the City. The financial subcommittee shall meet at least once each year to review the accounts of the System and make budget recommendations to the RSMC. The RSMC may also call meetings of the financial subcommittee from time to time to assist with other financial issues.
- c. During the month of June each year, the members of the RSMC will designate one of their committee members to act as the Chair of the RSMC for the coming fiscal year. RSMC members will endeavor to rotate this position so that each Department's representative has the opportunity to serve as Chair in succession.

- #### B. Meetings.
- The RSMC will meet once each quarter to review and address the operations of the Radio System, address any problems or needs, review the budget and submitted expenses, review interoperability issues relating to UCAN, discuss the need for any system upgrades or adjustments, discuss any new or ongoing service proposals, make decisions for the Radio System, and discuss or address any other matter raised by a member. The Chair will call and conduct meetings, and act as the administrator for the RSMC during his or her year of service.

- C. Decisions. The RSMC will make decisions regarding the Radio System as follows:
- a. The RSMC members will make decisions regarding the regular operations of the Radio System, and they have authority to implement those decisions. The regular operations of the Radio System may include matters such as determining the roles of the Departments to the extent decisions are not in conflict with this MOU, decisions regarding the routine maintenance and operation of the Radio System, and decisions regarding the implementation of capital improvements that have received budget approval.
 - b. The RSMC's decisions on certain matters will constitute recommendations to the City Director of Management Services, and the RSMC has authority to implement those decisions upon receiving that Director's concurrence. The matters requiring concurrence are: decisions to make capital improvements to the Radio System, the issuance of a final annual budget, decisions not to upgrade the Radio System to maintain compatibility with UCAN, decisions to allow parties outside the City to use the Radio System, and decisions that would allow revenue-generating activities to the extent permitted under this MOU.
 - c. To make a decision or a recommendation, the members of the RSMC must act unanimously. If the members cannot reach a unanimous decision or recommendation, they will take the following steps:
 - i. Disputed matters will be referred to the Department Director of each Department. The Department Directors will confer among themselves, and reach a unanimous decision or recommendation.
 - ii. If the Department Directors cannot reach a unanimous decision or recommendation, they will refer the disputed matter to the Mayor and the Mayor will make the decision.

II. Assets Creating the Radio System.

- A. Contribution of the Use of Certain Existing Assets. Each department has determined to permit the use of certain assets existing as of the date of this MOU in order to provide for the operation of the City's Radio System, and in exchange for the use of those assets, each Department shall have full access to the Radio System to meet all Department needs, and to permit seamless communications among the Departments and with UCAN.
- a. The Departments have contributed the use of the assets listed on Exhibit A to this MOU to provide for the operation of the Radio System.

- b. The contributions set forth in Exhibit A affect only the use of such assets, not their ownership. Each Department's assets shall remain assets of that Department, and nothing in this MOU, the location of the asset, or the operation of the Radio System shall be construed to transfer the ownership of any Department's assets to another City fund.
- B. Future Assets. For any Radio System assets placed on the City's accounting records in fiscal year 2006-07 or thereafter, the following shall apply:
- a. The City shall seek and make use of grant funding to purchase the assets to the extent available.
 - b. If grant funding is not available, the Departments shall share the expense of the asset using the same formula applied under Section III(B)(b) of this Memorandum of Understanding during the year when the asset is placed in service.
 - c. The amount that each Department pays toward the cost of any asset for the Radio System shall be accounted for within the fund of that Department, and the City shall not remove or redeploy any asset outside the Radio System before the end of its useful life without first reimbursing all affected department funds for the undepreciated value they paid toward the asset.

III. Operation and Maintenance of the Radio System.

- A. Department Expenses. Each Department will furnish at its own expense the equipment and services necessary for the Department to participate in the Radio System. All such equipment and services will be furnished exclusively for the Department's use, and will be funded by the Department alone. The Departments have agreed that at a minimum, the equipment and services set forth on Exhibit B will be the individual responsibility of each Department and will not be a shared cost or obligation.
- B. System-Wide Shared Expenses. Certain expenses must be made for the benefit of all Departments using the Radio System, and those expenses will be shared among the Departments for the benefit of the System as follows:
- a. The Departments have agreed that as of the date of entering this MOU, the matters set forth on Exhibit C are System-wide shared expenses, and they will be shared among the Departments for the benefit of the

Radio System in the manner set forth below. After signing this MOU, if the RSMC decides that any other expense should be a system-wide shared expense, that expense will be added by addendum to the list at Exhibit C. Only matters expressly listed at Exhibit C may be treated as system-wide shared expenses, and if a matter is not listed at Exhibit C, it will be treated as an expense of an individual Department.

- b. All System-wide shared expenses shall be accounted for within the project numbers or internal service fund established for the Radio System. The City's Accounting Division will maintain all such expenses, and will bill all Departments individually for their proportionate share of System-wide shared expenses on a monthly basis. The City's Accounting Division will determine each Department's proportionate share of System-wide shared expenses in June of each year based on the following, and such percentage shall apply throughout the subsequent fiscal year:
 - i. In June of each year, the RSMC shall provide to the Accounting Division data reflecting:
 1. The number of radios used in the Radio System by each Department during the preceding twelve months; and
 2. The air time used in the Radio System by each Department during the preceding twelve months.
 - ii. Each Department's share of System-wide shared expenses for the coming fiscal year shall be allocated as follows:
 1. Forty percent of the System-wide shared expenses shall be allocated pro rata to each Department based on the number of radios that each Department used in the System during the preceding twelve months.
 2. Sixty percent of the System-wide shared expenses shall be allocated pro rata to each Department based on the amount of air time that each Department used in the System during the preceding twelve months. The City may make reasonable allocations during the first year of operation, and those allocations will be adjusted to meet the requirements of this formula at the end of the first year.
- c. The Departments agree that their intent is to operate the Radio System in as cost-effective a manner as possible. When a Department submits an item of expense to the City project number or internal service fund

as a System-wide shared expense, each Department agrees to review such item of expense before submitting it to ensure that cost efficiencies have been achieved. The RSMC may discuss any expense submitted, may seek clarification of any matter, and may make decisions to remove items of expense.

IV. Use of the Radio System by UCAN or Other Non-City Parties.

- A. Authorizing Use. The Departments agree that the City has created the Radio System for the benefit of the City's communications in order to meet the needs of each Department and maintain interoperability with UCAN, and that the assets creating the Radio System represent limited resources whose capacity must be preserved to meet the needs of each Department. The Departments also acknowledge that legal and financial requirements may apply to the use of the Radio System by any third parties. Therefore, the Departments agree that the RSMC must comply with the following requirements before any third-party use of the Radio System can be authorized:
- a. The RSMC must prepare a proposal explaining the proposed third-party use of the Radio System and circulate it to the Directors of each Department before the RSMC may make any final decision. The proposal must contain the following information:
 - i. How the proposed use will impact the capacity of the Radio System, and what steps have been taken to ensure that the City's capacity needs will be met in the present and in the future.
 - ii. A legal opinion from counsel for the Airport as to whether the proposed use arrangements would violate or otherwise impact federal Airport requirements.
 - iii. Financial information, including proposed third-party charges, annual operating expenses, and expected annual revenues. All costs associated with the third party use must be paid from third party revenues, and no third party use may increase the cost of the Radio System paid by the Departments.
 - iv. An operating plan stating how the RSMC will provide and pay the cost of customer service and other service needs for the third party participant.
 - b. Any revenues generated by the Radio System will be used to defray RSMC costs in a manner that creates a benefit for the Departments proportionate to their expenses. Uses may include creating


contingency funds for use in purchasing future assets for the Radio System.

- B. If the RSMC decides to pursue a third-party use after full consultation with each Department, it shall work with the City Attorney's Office to negotiate a contract addressing the City's requirements, and to create appropriate amendments to this Memorandum of Understanding to document the allowed use.
- C. No contract to permit third-party use of the Radio System may be entered for a term exceeding three years.

V. General Provisions.

- A. The Departments acknowledge and agree that the Airport must remain in compliance with federal requirements applicable to the Airport at all times, whether such requirements are contractual, statutory, a condition to obtaining federal funds, a condition to participating in a federal program, or otherwise. To the extent any portion of this MOU is determined by the federal government to be in conflict with any such requirement, such provision or provisions of this MOU will be void and of no effect with respect to the Airport.
- B. The Departments acknowledge that security requirements may apply to areas at the Airport where Radio System equipment is located. Any employees with access to those areas shall become informed of all such requirements, and shall comply with them. If the City is assessed a fine or civil penalty for the breach of any security requirement by the employee of any Department other than the Airport, the Department in question shall pay the cost of such fine or penalty.

IN WITNESS WHEREOF, the Mayor and the Directors of the Departments have signed below to establish the measures set forth herein as of the date first written above.


ROSS C. ANDERSON, MAYOR



RECORDED

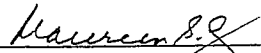
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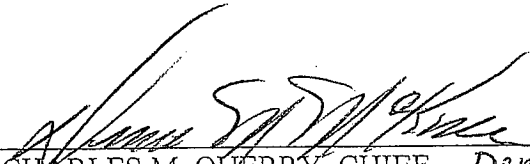
CITY RECORDER

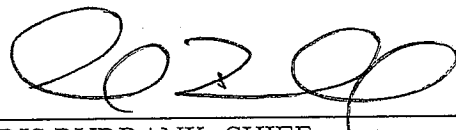


ATTEST:


CHRISTINE MEEKER
CHIEF DEPUTY CITY RECORDER


MAUREEN RILEY
EXECUTIVE DIRECTOR OF AIRPORTS
SALT LAKE CITY DEPARTMENT OF AIRPORTS


CHARLES M. QUERRY, CHIEF Dennis M. McKone, Chief
SALT LAKE CITY FIRE DEPARTMENT


CHRIS BURBANK, CHIEF
SALT LAKE CITY POLICE DEPARTMENT


RICHARD R. GRAHAM, DIRECTOR
SALT LAKE CITY DEPARTMENT OF PUBLIC SERVICES


JEFF T. NIERMEYER, DIRECTOR
SALT LAKE CITY DEPARTMENT OF PUBLIC UTILITIES

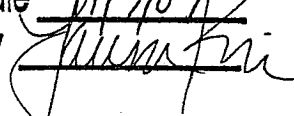
APPROVED AS TO FORM
Salt Lake City Attorney's Office
Date 01/7/07
By 

EXHIBIT A
TO RADIO SYSTEM MOU

DEPARTMENT ASSETS USED IN THE RADIO SYSTEM

The City assets that will be used as a part of the Radio System are as follows:

1. City Creek Peak Transmitter Site – all City assets, including:

Asset	Owning Fund
Land	Public Utilities
Access Road	Public Utilities
Airport Fund Improvements – propane tank, generator, equipment building, tower, fencing, security system.	Airport
General Fund Improvements (police and fire) – two equipment buildings, tower, fencing.	General Fund

2. Farnsworth Peak Transmitter Site – all City assets, including:

Asset	Owning Fund
Building Lease	Public Utilities
Airport Fund Improvements – minor equipment upgrade made to Public Utilities equipment to enable some communications with Tooele Airport.	Airport

3. Airport Transmitter Site – all assets that are used to serve the Radio System, including:

Asset	Owning Fund
Land	Airport
Access Road	Airport
Airport Improvements – part of an Airport building.	Airport
City Improvements – the Zone C zone controller and AEB.	General Fund
Jointly funded new improvements for the work to complete Zone C – tower, support equipment, Airport Control Center software upgrades.	To be allocated among the Departments.

4. Radio Frequencies

Asset	Owning Fund
Fifteen Frequencies	Airport
Ten Frequencies	Public Utilities
Five Frequencies	City General Fund (Public Safety)

EXHIBIT B
TO RADIO SYSTEM MOU

DEPARTMENT-PROVIDED EQUIPMENT AND SERVICES

The Departments agree that at a minimum, the following equipment and services will be furnished at the cost of and for the benefit of individual Departments, and will not be considered a System-wide shared expense or obligation:

1. Radios for employees to use.
2. Control centers used by the Department, and all associated equipment, cabling, utilities, staffing and other related expenses.

EXHIBIT C
TO RADIO SYSTEM MOU

SYSTEM-WIDE SHARED EXPENSES

The Departments agree that the following expenses shall be system-wide shared expenses for the operation of the Radio System, and the Departments shall share the cost of these expenses in the manner set forth in the MOU:

1. The RSMC may solicit and negotiate a City maintenance agreement to maintain any assets that are being used for the benefit of the Radio System as a whole, and the expense of the maintenance agreement shall be a System-wide shared expense.
2. The Departments agree that certain work performed by the employees of an individual Department may be work performed for the benefit of the Radio System as a whole, and the cost of performing the work may be submitted to the project number or internal service fund as a System-wide shared expense at the hourly pay rates of the employees performing the work, not including benefits.