

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2017 Legislative Session

Legislative Day No. 01

Resolution No. 02-2017

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF SALISBURY AND WICOMICO COUNTY, MARYLAND, TO DEFINE THE TERMS OF THE CITY OF SALISBURY'S USAGE OF THE WICOMICO COUNTY EMERGENCY RADIO SYSTEM AND TOWERS.

WHEREAS, pursuant to Section 22-1 of Chapter 22, entitled "County Owned Property," Paragraph E, the County Executive is authorized and empowered to lease County property in furtherance of public purposes; and

WHEREAS, Wicomico County is replacing its Emergency Radio System and Towers to upgrade Emergency Services response to the citizens of Wicomico County; and

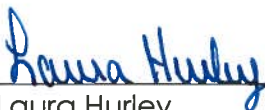
WHEREAS, the City of Salisbury desires to use the County Emergency Radio System and Towers for emergency response and to pay a proportional share of the cost of the operating system warranty, system software upgrades, and maintenance based on the number of mobile and portable radio units, placed in service by the City of Salisbury.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland, that the Memorandum of Agreement is hereby approved as to form and content, in substantially the form attached hereto as Exhibit "A", and the County Executive is hereby authorized to execute the Memorandum of Agreement in the name and on behalf of Wicomico County.

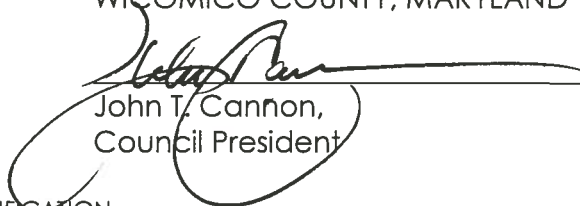
Done at Salisbury, Maryland, this 3rd day of January, 2017.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Laura Hurley,
Council Administrator



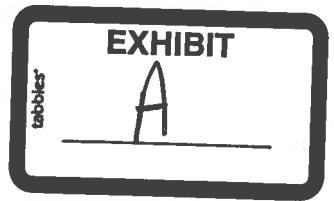
John T. Cannon,
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments ____, Failed ____, Withdraw ____ by the County Council on January 3, 2017.

Certified by 

Laura Hurley, Council Administrator



MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (hereinafter "MOU") is executed by and between the City of Salisbury, a body Corporate and politic (hereinafter the "City") and the Wicomico County Maryland, a body Corporate and politic (hereinafter "Wicomico County").

Recitals

The County currently operates an 800 MHz analog radio system utilized by public safety entities of the County as well as the City of Salisbury Fire Department for communications. The County has selected Motorola Solutions to provide a new eight (8) site Public Safety 800 MHz P25 Phase II Radio System to provide comprehensive coverage for Law Enforcement, Fire, and EMS, as well as other County agencies. The new radio system infrastructure will be partially supported by utilization of State of Maryland (hereinafter "State") towers, and fiber optic system to ensure seamless interoperability and system redundancy. The County will be using the Maryland First 700 MHz network for some of its interoperable communications.

The City of Salisbury currently operates a single site 800 MHz analog radio system primarily utilized by the Salisbury City Police Department. The five channel system provides comprehensive voice communications within the City limits and nearby surrounding areas. The City determined that it was in the best interest of the taxpayers for the City of Salisbury to join the Wicomico County Radio System.

This Memorandum of Understanding effectuates that decision.

Section 1 – Future System and Set Up

The County has executed an agreement with Motorola Solutions for the replacement of the existing 800 MHz system with a new eight (8) site 800 MHz P25 Phase II Digital Radio System. The County radio system will continue to service all fire department personnel and vehicles in the County including those in the City. The County will be replacing non-capable P25 mobiles and portables or if P25 capable will be flashing Mobile and Portable subscriber units currently operating on the system including those of the City of Salisbury Fire Departments. The County is planning on the construction of a County radio shop to maintain all mobile and portable radios operating on the system. As part of the new radio system, the County has purchased system infrastructure that will support ten (10) channels.

The City by way of this MOU, has determined that it is in the best interest of the City to cease operation of its Police Department communications on its own radio system and to move those communications to the new County Radio System.

Section 2 – State Infrastructure

2.1 Towers

Wicomico County with cooperation of the State of Maryland has determined that the County can place its antennas and equipment/shelters at tower sites located at:

1. Mardela Springs
2. Poplar Hill
3. Salisbury SHA
4. Fruitland
5. Pittsville

The MOUs currently being negotiated with the State of Maryland would allow the placement of antennas, cables, GPS devices, microwave dishes, shelters, and generators at each of the locations. The antennas, transmission lines and GPS system being proposed can support all of the voice communications for both the County and the City of Salisbury including future growth. The design also has space in the shelters to support any additional equipment the City would need for its proposed two (2) channel system.

The City shall be permitted to add up to two (2) additional transmitters/receivers into the County radio system racks which shall be housed within the new County shelters. The County agrees that it shall allow Motorola to program the County system in accordance with section 4.1 to allow the City to have priority on and over the two channels which the City shall bring to the system. The County shall use one of its channels to serve as the control channel for the entire system including the two (2) city channels without the need for the City to have its own control channel.

2.2 Fiber Optics

The County is party to a memorandum of understanding between it and the State of Maryland concerning the use of the State Fiber Optic Network. Seven (7) of the eight (8) tower sites will be connected with the Fiber for use as primary backhaul on the system including Salisbury PD communications. Upon execution, the County will work with the City to determine whether any additional fiber will be necessary for operation at 699 W Salisbury Boulevard. If an additional connection is necessary, it shall be at the expense of the City.

2.3 Microwave

The County is currently planning the construction of a new microwave system as the redundant backhaul to the radio system fiber optic. This system will serve as the backup to the fiber optic system. Should an additional microwave hub be required to service the City communications, it shall be at the cost of the City.

Section 3 – County Infrastructure

To ensure the level and quality of the Grade of Service on all communications across all areas of the county including the City of Salisbury, the County is supplementing the State Tower infrastructure system with three (3) additional new towers to be built by the County. The three towers are located at:

1. Naylor Mill Road
2. Wicomico County Civic Center
3. Cedar Hill Park (not applicable to City)

Motorola shall install the two (2) city channels at seven (7) of the eight (8) tower sites in the design to fully support the city communication needs.

3.1 Towers, Generators, and Shelters

The County will be placing new shelters/cabinets in service with new utilities at each of the three sites. The shelters/cabinets will house the equipment, UPS, and other necessary equipment to operate the radio system. Motorola's system design shows that the City channels will operate on all of the new County radio equipment.

Section 4 – Shared Communications Equipment

4.1 Prime Site (Control)

The County is installing the Prime/Control site for the entire system at 411 Naylor Mill Road. The Prime site contains specific trunking equipment for the operation of the entire system. In order to ensure that the City has control and priority over its channels, the County and City agree that:

- a. The City will have Motorola design and implement a device level priority system on the new Radio System which ensures that the channels which the City is adding to the System are utilized exclusively by the City Police Department.
- b. Should Motorola be unable to technologically design a system for exclusive use of the two (2) channels, the parties agree to develop a device priority utilization system which ensures that minimal to no County traffic shall be carried on the two (2) City Channels except for interoperable communications between the City and the County.

Section 5 – Provisions of Mobile and Portable Equipment

The County is procuring as part of the Radio System either replacement or flashed (software upgrade) new mobile and portable radios for the radio system which are P25 compatible. As part of the upgrade the County will be replacing/upgrading and installing new mobile and portable radios in each volunteer fire department's vehicles on a one to one basis.

The City will, as part of the implementation of this MOU, procure replacement/upgraded mobiles and portables which are P25 compatible for the City Police Department. The City intends as part of this MOU to upgrade certain communications to allow for encrypted communication. The County Radio Technical staff will ensure that the programming of all new units will be operational as directed by the City.

5.1 New Purchase

The County radio system manager will be responsible for the programming, installation, and registration of all mobile and portable units for county operations including the units which are used by the City Police and Fire Departments. The County radio system manager will provide a list of all P25 capable units which will be allowed to operate on the new radio system on an annual basis. The City shall be responsible for the cost of purchasing any new units utilizing the list. Upon purchase, the County shall program and register the units on the radio system as directed by the City. The maintenance of the units shall be in accordance with Section 5.2 of this MOU.

5.2 Maintenance and Repair

The County shall maintain a warranty and maintenance contract on all of the equipment used for the Radio System including the portables and mobiles. At the election of the City, the maintenance and repair contract shall include those units which have been procured by the City of Salisbury for use by the Police Department. Should there be an additional cost, it shall be included in the payment in accordance with Section 6.4. All maintenance and repair including the use of spares by the City of Salisbury shall be coordinated through the County Radio Office. If the City elects to procure a separate contract for warranty and maintenance of its equipment, it must be an authorized Motorola dealer and not a third-party provider.

5.3 New Replacement

The City and County may elect to coordinate the purchase of any new portables and mobile units and if advantageous, procure the new units jointly in an effort to get the best contract price for the replacement units. All unit types purchased for use on the system must be selected from the list in accordance with section 5.1.

Section 6 – Provisions of Warranty from Motorola

6.1 Annual Contract

The County has committed to maintain a full warranty on the Radio System. The cost for that Warranty policy is \$237,000 year with an estimated 3% annual escalation. The warranty covers the radio system as installed by Motorola but does not cover equipment which has not been provided by Motorola which shall be covered under separate warranty

6.2 Software Upgrade Contract (2-yr)

The County has determined that it is in the best interest of the citizens of the County to upgrade the software operating the new system. The Cost to the County for the 2 year upgrade is \$179,000 per year with an estimated 3% annual escalation with new software being installed every two years. The City may be required to upgrade certain ancillary software at the time of the system upgrade to ensure that all P25 units are fully capable of operation. The cost will be borne by the City as it relates to its equipment including but not limited to portables, mobiles, transmitters, and receivers.

6.3 Maintenance on Infrastructure

The County will be responsible for maintaining all of the system infrastructure.

6.4 City Contribution to System Operational Costs and Annual Payment

At the time of execution of this MOU the County had 2,350 mobile and portable units operating on the existing system. At the time of execution of this MOU the City of Salisbury Police had 125 mobiles and portables operating on its system. The City of Salisbury Police Department represents 5% of the total units which will be operating on the new radio systems. The City will contribute on a per subscriber unit basis annually the following:

- a. Annual Operating System Warranty - (\$11,850) - \$94.80 per unit
- b. Annual System Software upgrade – (\$8,950) - \$71.60
- c. Subscriber maintenance – (\$10,936) - \$87.49

Total: \$253.89

On June 1st of each year, the County shall notify the City of the cost of the warranty and software upgrade for the coming year. The City shall notify the County of the number of subscriber units on the system as of July 1st. The City shall reimburse the County for the per subscriber unit cost by August 1st on an annual basis.

Section 7 – Use of Radio Channels

7.1 City Channels

The City is currently licensed for five (5) 800 MHz channels under call sign WPHQ875. The City uses one channel as a control channel with the remaining channels available for four (4) talk paths.

The City intends to purchase transmitters/receivers and combiners from Motorola to allow for the implementation of two (2) full channels on the County Radio System. Motorola has indicated that will result in four (4) talk paths for the City which is sufficient for all voice communication currently being used by the Salisbury City Police Department, and any other City agencies. The City is currently working with Motorola to determine the best technological method for implementing the loading of the two additional channels including police encryption.

7.2 New 800 MHz Channels for Data

It is the intent of the County to apply for one (1) additional 800 MHz channel which would be set aside specifically for the use of data applications for the County and City. Motorola has indicated that the use of the GPS/GIS system requires a minimum of one (1) full 12.5 MHz channel for its operation. The County expects to provide a full 12.5 MHz channel for GPS/GIS. The County will make the use of the channel available to the City for operations of data applications for City Police operations.

Section 8 – Dispatch Operations

The County intends to continue dispatch operations as they are currently setup and designed between the two parties. The County will continue to operate:

- (a) The main 9-1-1 PSAP center
- (b) Transfer all law enforcement calls outside of the City to the Dispatch Center operated at 401 Naylor Mill Road or to the Maryland State Police (MSP) as appropriate.
- (c) Transfer all law enforcement calls inside the City to the Dispatch Center operated by the City Police Department at 699 W Salisbury Boulevard or whatever address is so designated by the City.
- (d) Dispatch all fire calls whether inside or outside of the City directly.

The County and the City are aware that the implementation of NG9-1-1 may alter the dispatch operations as currently set forth above. At such time as the State of Maryland Emergency Numbers Board or other appropriate agency determines that there is to be an implementation of NG9-1-1 for Wicomico County, the Parties agree to review and alter this MOU based upon the technology changes necessary for the implementation of NG9-1-1.

The County does not intend to implement any NG9-1-1 system requirements as part of the new Radio System. The County is reviewing the requirements of I3 system architecture. Should there be any changes to the requirements of the County system, the County will notify the City and will discuss implementation timing and impacts.

Section 9 – Software for Operation

The County is purchasing the necessary software to fully implement the new Radio System. The software is required by Motorola for integration into the P25 Phase II system as well as for the

continued interoperability of communications between The County and all other interoperability partners.

The City will purchase the necessary software to fully integrate its operations with the new Radio System. Motorola has provided a list to the City of all necessary equipment and software to operate the two (2) radio channels on the existing system.

The City intends to operate a number of talk paths which are encrypted for secured law enforcement communications. In order for communications with the County to occur on the encrypted channels, the Mobiles and Portables of the City will be programmed with encryption software. The City will be responsible for the payment for flashing or software on those units which the City will encrypt.

Section 10 – Future Additions or Changes to the System

Notwithstanding anything contained elsewhere in this MOU, the City shall be allowed to add additional equipment or software, at its sole cost and with the consent of the County, not to be unreasonably withheld, as long as doing so does not negatively affect the operation of the Radio System for the County or any other parties that have a right to use the Radio System as part of this MOU. Notwithstanding anything contained elsewhere in this MOU, the City shall be a party to discussions and negotiations concerning any changes to the system which would impact the City's ability to utilize its equipment, channels and other components tied to the system before any decisions concerning proposed changes are made. Should changes be necessary to the system, the City shall consent to the changes which consent shall not be unreasonably withheld. The County shall minimize any impact on City operations.

Section 11 – Notice

The County and City shall designate the following personnel for notice of actions being taken for the operation of the Radio System which may impact communications including but not limited to maintenance, testing, and emergency interruptions. All system interruptions shall be designed to have a minimal impact on County and City operations.

County

Name: Bill Nutter

24 hour phone number: (443) 497-9530

Email address: bnutter@wicomicocounty.org

City

Name: Col. David T. Melenschein

24 hour phone number: (410) 430-1526

Email address:
dMelenschein@SalisburyPD.com

This MOU shall only be amended in writing with the agreement of both the County and the City.

Section 12 – Termination for Convenience Clause

This MOU may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with termination of the MOU; provided, however, that the County and no other parties shall be reimbursed for any anticipatory amounts that have not been incurred up to the date of termination.

Section 13 – Termination for Non-Appropriation

If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year this MOU may be terminated by the City or the County as of the beginning of the fiscal year for which funds are not available.

Section 14 – Permits, Licenses or Approvals

If permits, licenses or approvals are not obtainable to support continuation in any fiscal year, this MOU may be terminated by the City or the County as of the beginning of the fiscal year.

IN WITNESS WHEREOF, the parties hereto have executed this MOU to be effective on the date first set forth above.

Witness:

Directors:

By _____
Jacob R. Day
Mayor, City of Salisbury

Date _____

By _____
Bob Culver
County Executive, Wicomico County

Date _____