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Filed: 07-09-19

Sponsored by: Ollis

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

COUNCIL BILL 2019- 16

SPECIAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

1 AUTHORIZING the City Manager to enter into an agreement between the City, CU,  
2 Greene County and the Missouri Department of Public Safety to  
3 integrate the Trunked Radio System (“TRS”) into the Missouri  
4 Statewide Interoperability Network.  
5 \_\_\_\_\_  
6

7 WHEREAS, the City of Springfield (“City”), City Utilities of Springfield (“CU”) and  
8 Greene County currently partner to operate an 800 megahertz (MHz) trunked radio  
9 system (“TRS”) to provide law enforcement and public safety communications capability  
10 in Greene County; and

11  
12 WHEREAS, the TRS is currently scheduled for an upgrade that will replace the  
13 majority of the system infrastructure electronics and subscriber radios; and

14  
15 WHEREAS, the TRS upgrade will include life cycle extension, improved disaster  
16 recovery capability, improved interoperability, increase competition for subscriber sales,  
17 compliance with grant requirements, and enhanced features; and

18  
19 WHEREAS, the State of Missouri Department of Public Safety (“DPS”) has  
20 expressed interest in integrating the TRS into the Missouri Statewide Interoperability  
21 Network (“MOSWIN”); and

22  
23 WHEREAS, integration of the TRS into MOSWIN would allow interoperability  
24 between the TRS and the other zone-controlled areas in Missouri, significantly  
25 enhancing emergency response, especially during a large-scale emergency or disaster;  
26 and

27  
28 WHEREAS, the TRS Management Board has proposed entering into a  
29 Memorandum of Understanding (“MOU”) with DPS for the purpose of integrating the  
30 TRS into MOSWIN; and

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32 WHEREAS, the proposed MOU provides for a three-year trial period, with the  
33 costs of integration to be paid by DPS; and

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WHEREAS, the proposed MOU would not create any additional costs for the City, CU, or Greene County.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, as follows, that:

Section 1 – The City Manager, or his designee, is hereby authorized to enter into a Memorandum of Understanding with City Utilities of Springfield, Greene County, and the State of Missouri Department of Public Safety for the purpose of integrating the trunked radio system into the Missouri Statewide Interoperability Network, in an agreement substantially similar in form and content as the document attached hereto and incorporated herein as “Exhibit A”.

Section 2 – This Ordinance shall be in full force and effect from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_, City Clerk

Filed as Ordinance: \_\_\_\_\_

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

**EXPLANATION TO COUNCIL BILL 2019-168**

FILED: 07-09-19

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize the City Manager to enter into an agreement between the City, CU, Greene County and the Missouri Department of Public Safety to integrate the Trunked Radio System (“TRS”) into the Missouri Statewide Interoperability Network.

BACKGROUND INFORMATION: The Trunked Radio System (“TRS”) was purchased in April 2000 and went operational in 2002. The TRS Supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at county and municipal levels. The TRS operates on 18 Channels on seven tower sites covering Greene County.

The TRS is scheduled for an upgrade that will replace the majority of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communications Officials (“APCO”) Project 25 (P-25) Phase I Common Air Interface standard. The upgrade will include life cycle extension, improved disaster recovery capability, improved interoperability, increase competition for subscriber sales, compliance with grant requirements, and enhanced features.

The State of Missouri, Department of Public Safety (“DPS”), has expressed interest in integrating the TRS into the Missouri Statewide Interoperability Network (“MOSWIN”). MOSWIN is a network of communications towers, base stations and communications software that provide interoperable communications throughout the state to public safety agencies. Integrating the TRS into MOSWIN would allow seamless interoperability between the TRS and the other zone-controlled areas in Missouri. This would result in a significant enhancement for emergency response, especially during a large-scale emergency or disaster.

Under the proposed agreement the TRS would become Zone 4 of MOSWIN. As DPS expands MOSWIN, Zone 4 could eventually expand to include other systems in the area. The initial agreement would create a three-year trial period with the costs of integration to be paid by DPS.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Collin Quigley, Deputy City Manager

  
\_\_\_\_\_  
Jason Gage, City Manager

MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE OF MISSOURI DEPARTMENT OF PUBLIC SAFETY  
AND MISSOURI STATEWIDE INTEROPERABILITY NETWORK (MOSWIN)  
ZONE FOUR PARTNERS

This Memorandum of Understanding (MOU) entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, between the State of Missouri, Department of Public Safety (DPS) and the Zone Four Partners which include the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors hereinafter “Parties”, describes the relationship and responsibilities between the Parties regarding regional interoperable safety communications and connectivity between their public safety communications systems.

WHEREAS, the DPS has constructed the Missouri Statewide Interoperability Network (MOSWIN) to promote operable and interoperable communications throughout the State of Missouri, and;

WHEREAS, the Zone Four Partners have built and own an 800 megahertz (MHz) trunked radio system designed to provide radio communications for the entire County of Greene for law enforcement and public safety communications among various agencies and departments, including emergency and non-emergency communications, which meets the requirements of each participating public agency identified above, and;

WHEREAS, it is a national, regional, and local goal to establish and maintain dependable interoperable radio communication infrastructure among public safety and critical infrastructure communities in order to enable efficient emergency response, allow for coordinated action, maximize resources and promote the safety of critical infrastructure personnel and the public, and;

WHEREAS, the Parties have determined that a direct core connection of the existing Master Site Controllers utilized in each Parties’ radio system, specifically the MOSWIN Master Site Controller located in Weldon Springs, Missouri and the Springfield-Greene County Trunked Radio System Master Site Controller located in Springfield, Missouri benefits the citizens served by each Party;

WHEREAS, a coordinated approach to the sharing of resources is necessary to establish an effective interoperable public safety and critical infrastructure radio environment in Missouri for the benefit of the public, and local, state, and federal emergency responders in the jurisdictions of the Parties;

Therefore, for the reasons set forth the Parties hereby agree as follows;

I. Duration of Agreement

- a. This MOU will commence as of the date a direct core connection of the existing Master Site Controllers referenced above has been made and the Parties have agreed in writing as an addendum to this MOU that interoperability between MOSWIN and Springfield-Greene trunked radio system has been achieved. This MOU shall remain in effect for a trial period of three (3) years. During this trial period, Parties will work in good faith to ensure the intended benefits of the interoperable arrangement are achieved. If it is determined by either Party during this period that the intended benefits are not being realized, either Party may terminate this MOU thirty (30) days after sending written notice of that Party’s intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to

ensure integrity of the MOSWIN and Springfield-Greene County trunked radio systems. Each Party will be responsible for their own costs to separate.

- b. If it is determined by the Parties during the trial period the interoperable arrangement is achieving its intended benefits, this MOU will be extended for an additional seven (7) years and will make the initial term of this MOU ten (10) years.
- c. After the initial term, this MOU may be renewed for additional periods of ten (10) years each, or any other period agreed upon in writing by the parties not to exceed 10 years.
- d. After the trial period and before the end of the initial term, either Party may terminate this MOU thirty (30) days after sending written notice of that Party's intent to terminate this MOU. Following termination of the MOU, the Parties agree to work together for a period not to exceed five (5) years to dissolve this arrangement and to separate the Parties' systems in an orderly and responsible manner which may require equipment purchases, asset relocations and/or system reconfigurations. Party initiating termination shall bear the cost to separate. Upon termination and throughout the transition to separate systems, each Party agrees to retain an operational level of service to the other Party's communication ability during any transition.
- e. Upon full duration of the initial term or an agreed to renewal period and a Party providing thirty (30) days written notice of their intent not to extend the MOU, the MOU will terminate. Following termination of the MOU, the Parties agree to work together to dissolve this arrangement in an orderly and responsible manner to ensure integrity of the MOSWIN and Springfield-Green County trunked radio systems. Each Party will be responsible for their own costs to separate.

## II. Duties of DPS

- a. DPS will own, operate and be financially responsible for maintaining and upgrading the existing MOSWIN Master Site Controller located in Jefferson City, Missouri and Weldon Springs, MO.
- b. DPS will allow the existing Zone 4 Master Site Controller located in Springfield, Missouri to connect to MOSWIN Master Site Controller located in Weldon Springs, Missouri.
- c. DPS serves as the owner of the MOSWIN System and has administrative authority over MOSWIN Zones 1 (Jefferson City Master Site Controller) and 3 (Weldon Springs Master Site Controller).
- d. DPS recognizes the Zone 4 Core Partners as owners and administrators of all infrastructure that collectively comprises MOSWIN Zone 4 with the exception to the Zone 4 Master Core. DPS will assume administrative responsibility for the Zone 4 Master Site Controller while City Utilities of Springfield retains ownership.
- e. With execution of this MOU, DPS will bear the cost of providing and maintaining primary and redundant backhaul connectivity between the Springfield's Zone 4 Master Site Controller and the MOSWIN Master Site Controller in Weldon Springs, Missouri.

DPS will contract with Motorola for a software upgrade agreement (SUAI) to ensure the Zone 4 Master Site Controller remains in sequence with MOSWIN system software revisions through the end of the system support lifecycle.

DPS will contract with Motorola to provide remote cyber-security monitoring and patching for the Zone 4 Master Site Controller.

- f. DPS will facilitate quarterly meetings with Zone 4 Core Partners for the purpose of affirming this MOU, identifying and mitigating any performance or maintenance issues with the Zone 4 Master Site Controller, coordinating system software enhancement release (SER) patches, coordinating any system wide (global) changes affecting all zones with MOSWIN, coordinating unified cyber-security policy and standard operating procedures, addressing any unforeseen system infrastructure issues that have the potential to impact any or all zones within MOSWIN.
- g. The DPS Director and Missouri Interoperability Center Director will maintain the “master password” for the MOSWIN system.
- h. Zone 4 Core Partners may request access to restricted levels of access/permissions in the MOSWIN system management software that have system wide impacts. The request is made by contacting the MOSWIN Director with an accompanying method of procedure detailing the proposed change and the system-wide implications of the change. All Method of Procedures (MOPs) are subject to review and approval by the MOSWIN Director.
- i. DPS will commit to ensuring that upgrades to the Zone 4 Master Site Controller will be coordinated with and approved by MOSWIN governance committee of which Zone 4 Core Partners will have representation and is coordinated with Zone 4 Core Partners prior to any upgrade to ensure consistent software revisions in each controller continue to enable effective operation between the Parties.
- j. DPS will ensure that no changes, including upgrades, are made to the existing MOSWIN system that impact the operation or functionality of Zone 4 radio communications network without approval of the Zone 4 Core Partners and without 72 hours’ notice to the other Party(s).
- k. DPS recognizes the existing Zone 4 Core Member governance body; this MOU doesn’t seek to make any changes to the Zone 4 Core Member governance body. DPS will work with the Zone 4 Core Member governance body as defined in this agreement.

### III. Duties of Zone 4 Core Partners

- a. Zone 4 Core Partners will own, operate and be financially responsible for maintaining and upgrading all of their trunked radio system assets.
- b. Zone 4 Core Partners will own, operate and be financially responsible for maintaining the Zone 4 Master Site Controller.
- c. Zone 4 Core Partners will contract with Motorola for a software upgrade agreement (SUAI) to ensure its radio/rf sites remain compatible with MOSWIN system software revisions through the end of the system support lifecycle or as long as this MOU is in effect, whichever is shorter.
- d. Zone 4 Core Partners will ensure consoles remain compatible with the MOSWIN system.

- e. Zone 4 Core Partners will send a representative to be an active participant on the MOSWIN Governing Board.

#### IV. Duties of Both Parties

- a. Each Party will designate a representative for the purpose of administering this agreement between DPS and Zone 4 Core Partners.

The DPS representative is designated as the DPS Director. The DPS Director may designate, by written notice, other persons having the authority to act on behalf of DPS in regard to this MOU.

The Zone 4 Core Partners' representative is designated by their governance body which is the Springfield-Greene County Trunked Radio System Management Board. The Zone 4 governance body may designate, by written notice, other persons having the authority to act on behalf of Zone 4 Core Partners in further performance of this MOU.

#### V. General Provisions

- a. HEADINGS. Item or section headings, if any, are for convenience only and are not to be used to interpret or define the provisions of this MOU.
- b. NUMBER AND GENDER IRRELEVANT. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
- c. SEVERABILITY. Nothing in this MOU is intended to conflict with applicable law, regulation or directives. Accordingly, the provisions of this MOU are severable and, in the event any provision of this MOU is determined to be invalid, in whole or in part, such unenforceable or invalid provision shall not affect the legality, enforceability or validity of the rest of this MOU. If feasible, the offending provision shall be replaced with an enforceable and valid provision that is as similar in tenor to the offending provision as possible. If the offending provision cannot be so modified, it shall be considered deleted from this MOU. Unless otherwise required by law, the illegality, invalidity, or enforceability of any provision of this MOU shall not affect the legality, validity or enforceability of any other provision of this MOU.
- d. NO PRIVATE RIGHT. This MOU is between DPS and the Springfield-Greene County Trunked Radio System Management Board which represents the City of Springfield, Missouri, City Utilities of Springfield, Missouri, Greene County, Missouri and their respective successors. Other than these identified entities, it does not create nor confer any right or benefit that is substantive or procedural, enforceable by any third party against the Parties, or other officers, employees, agents, or associated personnel of the Parties. Nothing in this MOU is intended to restrict the authority of either Party to act as provided by law, statute, or regulation, or to restrict any party from administering or enforcing any laws within its authority or jurisdiction.
- e. ISSUE RESOLUTION. Throughout the course of this MOU, issues such as scope, interpretation of provisions, unanticipated technical matters (including improvements), and other concerns may arise. Both Parties agree to appoint their respective points of contact to work in good faith towards resolution.

- f. ENTIRE MOU. This MOU constitutes the entire MOU between the Parties with regard to the terms' matters set forth herein. This MOU may be modified upon the mutual written consent of the Parties; however, any such changes must be in writing, duly signed by their authorized representatives. This MOU, including any amendments, will be reviewed annually on or around the anniversary of its effective date.
- g. RESPONSIBILITY ONLY FOR OWN ACTIONS. To the extent governed by applicable state law, each Party will be responsible for its own acts and results arising from those actions and shall not be responsible for the acts of the other Party and results arising from those actions.
- h. ASSUMPTION OF RISK AND LIABILITY ONLY FOR OWN ACTIONS. Each Party agrees, to the extent allowed by law, that it will assume all risk and liability to itself and its agents and employees for any cause of action resulting from any operations or conduct of its agents or employees under this MOU. Each Party's liabilities shall be governed by applicable state law.
- i. NO WAIVER OF IMMUNITY. Nothing in this agreement shall be construed as a waiver by either Party of any applicable immunity, including sovereign immunity as enjoyed by the parties under § 537.600 of the Revised Statutes of Missouri.

The Memorandum of Understanding is hereby entered into between the State of Missouri Department of Public Safety and the Zone 4 Core Partners on the date stated above.

**Missouri Department of Public Safety**

**City of Springfield, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Counsel Approval:  
\_\_\_\_\_

Legal Counsel Approval:  
\_\_\_\_\_



**City Utilities of Springfield, Missouri**

**Greene County, Missouri**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: General Manager

Title: Presiding Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Legal Counsel Approval:

Legal Counsel Approval:

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By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Commissioner

Title: Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

Legal Counsel Approval:

By: \_\_\_\_\_

By: \_\_\_\_\_

Greene County Auditor

By: \_\_\_\_\_

Greene County Clerk