

**Special Meeting of the STARCOMM Executive Board
with Technical Committee
June 13, 2016**

STARCOMM Executive Board Members Present

Tom Everett, Fire Chief, Sioux City
Richard Headid, Police Chief, North Sioux City, South Dakota
Ed Mahon, Police Chief, South Sioux City, Nebraska
Scott Pack, Police Chief, Sergeant Bluff
Bob Scott, Mayor, Sioux City
Matthew Ung, Vice-Chairperson, Woodbury County Board of Supervisors
Doug Young, Chair/Police Chief, Sioux City

Absent

Dave Drew, Sheriff, Woodbury County
Tracy Ellinger, Communications Supervisor, South Sioux City/Dakota Co. LEC
Chris Kleinberg, Sheriff, Dakota County
Dan Limoges, Sheriff, Union County
Judy Oberg, Director of Communications, Union County Sheriff's Department

STARCOMM Technical Committee Members Present

Gary Brown, Director, Woodbury County Disaster & Emergency Services
Joe Durham, General Manager, Electronic Engineering
Lance Martin, Calhoun Communications
Scott Pack, Police Chief, Sergeant Bluff
Glenn Sedivy, Director, Woodbury County Communications Center
Michelle Skaff, Coordinator, Woodbury County Emergency Management

Absent

Mark Aesoph, Fire Marshal, Sioux City Fire Rescue
Doug Bock, Network Manager, WCICC-IT
Tony Carpenter, Calhoun Communications
Don Groves, Jail, Woodbury County Sheriff's Dept
Paul Hansen, Electronic Engineering
Greg Koinzan, Police Officer, South Sioux City Police Department
Roger Kriesler, Calhoun Communications
Eric Larson, Electronic Engineering
Scott Main, Electronic Engineering
John Malloy, Information Services Director, WCICC-IT
John Obermeyer, Communications Technician, Sioux City Police Department
Andrew Pattison, Electronic Engineering
Ray Roggow, Emergency Manager, Union County
Greg Stallman, Deputy, Woodbury County Sheriff's Dept
Bob Welte, Director of Operations, Siouxland Paramedics

Also Present

Wendi Hess, Ops Supervisor, Woodbury County Communications Center

Item 1 Call to Order

The June 13, 2016, special meeting of the STARComm Executive Board was called to order at 1004 hours by Chairperson Doug Young. The meeting was held at The Security Institute, Western Iowa Tech campus.

Item 2 Approve Minutes

The first order of business was to approve the minutes of the April 13, 2016, meeting.

Motion Item 2

Tom Everett made a motion to approve the minutes of the April 13, 2016 meeting, seconded by Ed Mahon; all voting aye, motion carried.

Item 3 Consideration and Approval to Move Forward with the STARComm, Motorola, State of Iowa Partnership and Sharing Agreement (MOA) and authorize Chairperson to Sign Agreement

The agreement has been reviewed by City and County Legal and was approved as written.

Glenn and Gary composed an addendum to the State MOA referred to as, Addendum to Memorandum of Agreement Between Siouxland Tri-State Area Radio Communications System (STARComm) (User) and the Iowa Statewide Interoperability Communications System Board (ISICSB). The State MOA stands as is; each partnering group may devise addendums specific to their jurisdiction to function with the MOA.

Glenn and Gary collaborated with West Comm and Dallas County to devise the addendum, which was sent out previously to Board members for input.

The maintenance agreement will be part of the budget. Savings from not having to maintain the STARComm core would be used to fund a maintenance agreement. An amount would be paid every year to keep the system current. Negotiations on a maintenance agreement have not concluded as of yet.

The State will maintain three cores; Storm Lake, Des Moines and Cedar Rapids as well as State equipment. STARComm will be tied to the State but will still remain in control of STARComm operation.

Dallas and Pottawattamie Counties and WestComm also plan to partner with the state; should the partnership not pan out, Woodbury could join forces with them and maintain one core.

Motion Item 3

Tom Everett made a motion to authorize Chairperson Doug Young to sign the agreement (MOA) with the State of Iowa, seconded by Matthew Ung. All voting aye, motion carried.

Item 4 Iowa Statewide Interoperable Communications System (ISICS) Letter of Intent, ISICS Access

The State requires formal official notice to join the State system.

Motion Item 4

Richard Headid made a motion to authorize Chairman Doug Young to sign the ISICS Letter of Intent, seconded by Scott Pack. All voting aye, motion carried.

Item 5 Authorize the Communications Director to Proceed with the Preparation of the Sioux City FY 2018 (July 1, 2017 – June 30, 2018) CIP Process this July to Update and Change the Scope of Project 149-012 (STARComm Motorola Replacement) to Redirect the Existing Cash Balance from the STARComm Motorola Life Cycle Planning to Upgrading the Existing Radio System to TDMA Which will Double the Channel Capacity of the Current Radio System.

Per City Finance, the City of Sioux City cannot arbitrarily redirect the funding to a different item. Per direction by Finance, it is necessary, since the scope of the project changed from lifecycle planning to implement TDMA, to resubmit in July during the CIP process and the request would be reviewed by peer committee for priority with no guarantee of allocation. It was currently in CIP for FY16 and FY17.

Bob Scott will visit with Donna Forker, City Finance about reallocating funds via a budget amendment redefining where the money will go.

The County Board of Supervisors approved redirecting the County's share to implement TDMA.

Gary indicated all users, except Sioux City, have been billed monthly for the first year for half of total amount which is \$700,000. Billing will be suspended until the City's position is known and funds will sit in the County Treasury STARComm account.

Next year's contribution of \$350,000 would be reduced to \$248,000 as TDMA is \$598,000 making next year's contribution \$102,000 less.

The Motorola TDMA reduced quote was based on the their technicians/ engineers already in the area engaged in the statewide project and would be available to install TDMA.

Doug Young felt TDMA is something STARComm will inevitably wish to implement and he is not opposed to moving forward if funding is available. If CIP amendment is possible, he recommends moving forward to avoid a price increase.

Tom Everett is not opposed to TDMA, however he doesn't approve that it wasn't measured by the peer group as far as priority against other projects. He is not sure where TDMA would rank compared with the lifecycle upgrade software project. Tom believes the need for TDMA may be a couple years in the future but will be necessary none the less.

Gary mentioned stats which depicted a 3% denial of service January 1 to April 10; the national standard is 1% or less.

Tom remarked the stats were without any additional radio training or discussion by all agencies involved.

Motion 1, Item 5

Bob Scott made a motion to move the subject to the ability of the City to amend their budget, seconded by Tom Everett. All voting aye, motion carried.

Motion 2, Item 5

Bob Scott made a motion to proceed with changing the scope of project 149-012 STARComm Motorola Replacement, redirecting the Lifecycle Planning allocation to TDMA beginning with the CIP budget process in July 2016 in the event a budget amendment redirecting the funds is not feasible; seconded by Matthew Ung. All voting aye, motion carried.

Item 6. Discussion concerning updating the Public Service Radio System Governance Agreement (STARComm By-Laws)

Doug previously reviewed the Agreement with Glenn and earmarked items requiring change for discussion.

Section 2 – Executive Board. (members listed under Paragraph 1) *The Director of the Joint City/County Law Enforcement Center of South Sioux City/Dakota County*

Glenn mentioned Dakota County no longer has a Director of the Joint City/County Law Enforcement Center. Pat Foust retired and his position as well.

Chief Ed Mahon and Sheriff Chris Kleinberg are voting members. Glenn suggested removing the Director of the Joint Law Enforcement Center; the Sheriff and Police Chief will remain as the voting members for South Sioux City and Dakota County. Ed Mahon concurred.

Section 4 – Meetings of Executive Board. *The administrative secretary to the Sioux City Fire Chief shall serve as executive secretary to the Executive Board and, as such, shall attend, and keep a record of the minutes of all meetings of said Board.*

The language is too specific and should be changed to, “The administrative secretary to the Executive Board shall be appointed by the Executive Board . . .” Tom Everett suggested it should be a member within the STARComm organization.

The County indicated the state’s attorneys in Nebraska, South Dakota and Iowa are required to sign off on any changes to the agreement, however, the City’s opinion was, no that is not necessary.

Gary remarked due to each state having their own format for intergovernmental agreements, the agreement had to become an interstate compact, which is authorized by the attorney generals in all three states.

Tom mentioned that the scope of the agreement is not being changed.

Section 13 – Miscellaneous. Paragraph 5. *This Agreement becomes effective when approved by the Parties hereto and any other state governmental agency that may be required by Party's respective state laws.*

Section 13 - Miscellaneous. Paragraph 6. *All amendments to this agreement must be in writing and signed by the Parties.*

Bob Scott recommended sending the amended agreement to the State's attorney.

Section 6 – Cost Sharing Agreement. Paragraph 2. *The Woodbury County Emergency Management, 121 Deer Run Trail, Climbing Hills, Iowa 51015 shall pay any operating expenses of the System.*

Woodbury County Emergency Management and Woodbury County Emergency Services were split up well over a year ago. Michelle Skaff represents Woodbury County Emergency Management which is an agency overseen by a commission consisting of the Sheriff, one member of the Board of Supervisors (Matthew Ung), and 15 mayors, one from each city within the County. The commission appoints the emergency management coordinator and delegates the authority to fulfill the mission to that coordinator.

The Commission and Board of Supervisors were presented a list of duties for emergency management and emergency services.

Gary asked if the budget is to be switched over to emergency management or the name switched from emergency management to emergency services. Gary has been taking care of the budget duties since the inception and has no issue with continuing.

This duty was in Gary's job description. Gary works with Glenn Sedivy to manage the system, works with vendors, tracks maintenance contracts, manages all tower leasing, and executes all fiber agreements. Gary's staff member, Dawn, assists with and is familiar with these duties, hence, double redundancy and the duties fit within requirements. Gary is familiar with the history of the system, Emergency Services is located in County and employees are familiar with tower sites. Neither Gary nor Dawn's services are billed to STARComm, no mileage, no office expenses.

Michelle felt the budget should fall within emergency management because it is covered by law that the Emergency Management Commission, "shall coordinate its services and in the future event of disasters the commission may also by joint emergency response communications services through an agreement entered under chapter 28E." Therefore, the emergency management law does provide for the budget to be run through emergency management.

Emergency management is allowed to have carry-over, funds will remain in emergency management with no chance of being allocated to the general fund.

Emergency management deals with obtaining resources from a large area, dealing with other counties, and talking with the State to obtain necessary

resources. When the job positions split, it was Michelle's understanding that Emergency Services assists other counties with fire and EMS calls.

Supervisor Chairperson Jeremy Taylor and Matthew Ung had a meeting with Michelle, Gary and the County Attorney to determine job descriptions, which are now under review. The County is deferring to the decision of the STARComm Executive Board. Either the address needs to be changed, or the name needs to be changed in Section 6.

If the Board should decide to move the budget to emergency management, a 28E between the STARComm Executive Board and the Woodbury County Emergency Management Commission would be necessary, as Michelle recited from the code. Gary felt out of respect to the Commission, they should have say in whether or not Michelle's job focus changes from preparedness to managing a radio system. Currently, Michelle is a one person office and most counties Woodbury's size have 2 to 4 persons fulfilling the duties.

Tom Everett felt the duties should lie with whichever position is the proper position regardless of the personality occupying the position. Tom feels there is merit in Gary's idea to have the Commission determine whether or not they feel the budget duties fit within Michelle's job responsibilities.

The Emergency Management Commission will meet June 22 at which Michelle plans to introduce this discussion.

Currently STARComm is operating under the Public Service Radio System Governance Agreement, which assigned budget duties to Woodbury County Emergency Management (Section 6). Should budget duties be assigned to Emergency Management Coordinator being overseen by the Emergency Management Commission, a 28E agreement would be required.

Iowa law requires a 28E agreement between the communications component and the Emergency Management Commission. Gary indicated this was added to the code largely for Johnson County and Iowa City. The two entities built a joint facility and at that time, in order to utilize available grant funds, it was necessary for emergency management to be a component. Johnson County had the code amended to allow communications under emergency management. When the (STARComm) Governance Agreement was written, Gary did not believe Johnson County had yet made the change in Iowa Code.

If budget duties remain with Gary/County Emergency Services, a 28E would not be necessary.

The duration of the Governance Agreement is April 21, 2006 until June 30, 2026. Bob Scott felt it wise to have City and County attorneys review the Governance Agreement more than every 10 or 15 years to ensure compliance.

Bob suggested tabling the STARComm budget assignment (Section 6, Governance Agreement) until the Woodbury County Emergency Management Commission meets.

Wendi interjected Gary is the Comm Center/Glenn's backup in the event of tower issues.

Doug responded it is not the intent to remove Gary completely from STARComm, but to make a determination concerning the budget issue.

Gary mentioned the budget is integrated into everything done to maintain and manage the system.

Should a budget assignment change be deemed necessary, it should be under Glenn's operation. Glenn responded to this in a negative fashion, both verbally and physically. However, in that case, it may then be necessary to enter into a 28E Agreement with the Woodbury County Information and Communication Commission (WCICC).

Michelle indicated there are some Emergency Management Agencies and Communications Centers which are run by the same person, it varies.

Gary stated in some cases where communications duties are assigned to the emergency manager, a separate funding source exists for time designated to communications.

Glenn remarked at the inception, the system was funded with a grant which required routing through emergency management, which is how the budget ended up under Gary.

Tom would like to defer a decision until the July 13 STARComm meeting and in the interim, hear and consider the Emergency Management Commission's opinion.

Section 6. Paragraph 3. *Each Party's share of the operating budget and any capital improvement expenditures shall be paid to the County Emergency Management monthly within fifteen days following a receipt from the County Emergency Management of the expenditures approved by the Executive Board.*

Michelle suggested adding "Woodbury" before County as other jurisdictions are included as well, Woodbury County Emergency Management, if the Board so chooses, which would require changes in three other places of the agreement.

Section 9, Paragraph 4. *Twelve Communications Dispatch radio consoles. Seven are located at the Police/Fire Headquarters Communications room in Sioux City, three are located at the Law Enforcement Center in South Sioux City and two are located in the Union County Sheriff's Office.*

Rather than twelve communications dispatch radio consoles, there are now thirteen.

Seven are located at The Security Institute, Woodbury County Communications Center, rather than Police/Fire Headquarters.

Four are located at the Law Enforcement Center in South Sioux City rather than three.

Section 11 – Ownership of Property. Paragraph 1. *The ownership of the STARComm system, which was purchased through the Inter-Operability grant from the Federal Government, will remain in the ownership of Woodbury County during the period of the Grant agreement.*

The Grant period has expired. Remove.

It would continue to be necessary to run leases through the Board of Supervisors because tower sites are either on ground which is owned or leased by Woodbury County or Woodbury County has an agreement with the property the towers are on. Some leases require a public hearing due to being in urban revitalization areas. Most of the tower ground is either leased or under agreement with or owned by Woodbury County.

The grant did not allow for the purchase of real estate.

Matthew Ung inquired that since the agreement is a 20 year agreement, is it necessary to “reset the clock” or amend it within that time. Section 13 – Miscellaneous. Paragraph 1. *The duration of this Agreement shall be from April 21, 2006 until June 30, 2026 unless sooner termination as hereinafter provided.*

Tom Everett suggested reviewing the agreement annually, which will be added to Section 13 Miscellaneous. Add a Paragraph 9 to read, *The Agreement is to be reviewed by the Executive Board on an annual basis.*

Motion, Item 6

Tom Everett made a motion to table Agenda Item 6, “Discussion concerning updating the Public Service Radio System Governance Agreement (STARComm By-laws)” until the Board hears back from the Emergency Management Commission, until the July 13 STARComm meeting, seconded by Bob Scott. All voting aye, motion carried.

The “Attest” signatures required at the end of the Agreement will be changed to reflect current position occupants.

Voting is done as a block; one vote per contributing user entity.

Agenda Item 7. Authorize the Communications Director to negotiate a Fiber Optic Duct Exchange with Fiber-Comm

Glenn reported Fiber Comm has interest in access to a City owned empty fiber optic duct which runs from 6th and Lewis Boulevard to the WIT tower. It was put in when original fiber was installed 10 years ago under a grant. It is still empty and unused. There is a real need to get fiber to the STARComm West tower. The City has a need to build fiber out to Riverside. Under a separate agreement with the City and Fibercomm, the City took ownership of a 1 ¼” duct from 18th and Hamilton to Riverside, which dead ends at 19th and Riverside Blvd.

In a City FY18 CIP is a \$150,300 project to break out the 1 ¼” duct to each intersection all the way from Hamilton to Riverside and connect to all signal cabinets and Fire Station 8. This does not include connecting to the STARComm West tower. Fibercomm would like access to the empty duct for their use and in

turn they would complete that construction. FiberComm would break it out to every signal cabinet including Fire Station 8 and the West tower. The City would be required to obtain an easement with the School District to construct across the West Middle School property, for which an issue is not anticipated as the City has other tower use partnerships with the School District. STARComm would have to provide some fiber up to the tower at a minimal cost. FiberComm would provide all fiber for the City portions of the project from Hamilton to Riverside.

Glenn feels this would be a win-win for STARComm and definitely a cost savings for the City, and would allow a STARComm connection. For a partnership, STARComm has to have an agreement with the City for access to fiber from 18th and Hamilton to get back to WIT. The exchange would be allowing STARComm to grant FiberComm access to that. The City would allow STARComm access to fiber from 18th and Hamilton back to WIT and to the MLK Transportation Center. Basically, STARComm would allow FiberComm to use the empty duct and the City would benefit because FiberComm plans to build out to Riverside and would break the fiber out to all the signals and to the Fire Station. The agreements would need to go before City and County Legal and exchange agreements would have to go before City Council and County Supervisors.

The City currently has fiber optics run up and down Riverside Blvd controlling the signals, with no connectivity to the signal shop. This would provide that connectivity.

The money in FY18 could be used for other projects if this agreement can be arranged through FiberComm.

Future CIP's are planned to cover building fiber from Kum and Go to the ball field and swimming pool.

Motion Item 7

Tom made a motion to allow Glenn to negotiate a Fiber Optic Duct exchange with FiberComm, seconded by Scott Pack. All voting aye, motion carried.

Motion Item 8

Tom Everett made a motion to authorize Chairperson Doug Young to sign the Fiber Optic Exchange Agreement with FiberComm once approved by City and County Legal Departments, seconded by Scott Pack. All voting aye, motion carried.

Adjourn

Richard Headid made a motion to adjourn, seconded by Ed Mahon. All voting aye, motion carried, meeting adjourned at 1105 hours.