AN ORDINANCE AUTHORIZING THE COUNTY EXECUTIVE OR HIS DESIGNEE TO EXECUTE FORM INTERGOVERNMENTAL AGREEMENTS FOR GOVERNMENTAL ENTITIES TO USE THE ST. CHARLES COUNTY BACKUP DISPATCH CENTER AT 1605 WENTZVILLE PARKWAY, WENTZVILLE

WHEREAS, the Department of Emergency Communications ("Emergency Communications") utilizes the St. Charles County Backup Dispatch Center ("BDC"), currently located at 1605 Wentzville Parkway, Wentzville, MO 63385; and

WHEREAS, Emergency Communications provides dispatching services for all fire and EMS agencies within St. Charles County, the St. Charles County Police Department, and the St. Charles County Sheriff's Department; and

WHEREAS, Emergency Communications serves the community as one of the six dispatching centers and 9-1-1 answering points located in the county, covering 592 square miles, more than 386,000 citizens, as well as visitors; and

WHEREAS, in addition to dispatching services, Emergency Communications maintains and supports the digital radio system and the Next Generation 9-1-1 phone system, both of which are used by all police, fire, EMS and public works departments within the County; and
WHEREAS, the Emergency Communication Radio and Technology Division maintains and supports the newly upgraded digital radio system and 12 transmitter/cell tower sites located within St. Charles County; and

WHEREAS, the system provides interoperability among agencies and counties during times of natural or man-made disasters and/or other large-scale incidents; and

WHEREAS, from time to time municipalities may experience service interruptions of their police dispatch operations due to planned or unplanned events; and

WHEREAS, such intergovernmental agreements will serve a public purpose as they will allow participating municipalities to make use of the BDC and continue to provide uninterrupted dispatch and 9-1-1 service to their residents and citizens within St. Charles County; and

WHEREAS, Section 70.220 RSMo. authorizes an intergovernmental agreement between political subdivisions for the purposes herein set out.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The County Executive or his designee is hereby authorized to execute an agreement substantially similar in form and content to the agreement attached hereto as EXHIBIT A to allow governmental entities to use the St. Charles County Backup Dispatch Center in accordance with the terms as outlined in the agreement. The use of the facilities under the agreement will be at no cost to the participating municipalities.
Section 2. Compliance with all the terms of the agreements shall be the responsibility of the Director of Emergency Communication or his designee.

Section 3. This ordinance shall be in full force and effect from and after the date of its passage and approval and such agreements shall be valid upon the lawful approval of the governing body of each governmental entity entering into such agreement as required by Chapter 70 of the Revised Statutes of the State of Missouri.

DATE PASSED

DATE APPROVED BY COUNTY EXECUTIVE

CHAIR OF THE COUNCIL

COUNTY EXECUTIVE

ATTEST:

COUNTY REGISTRAR
AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF __________ FOR ACCESS TO AND USE OF THE ST. CHARLES COUNTY BACK-UP DISPATCH CENTER FOR DISPATCH AND 9-1-1 SERVICES

WHEREAS, from time to time the city of __________ may experience service interruptions of their police dispatch operations due to planned or unplanned events, it is in the public interest for the County to allow the City to make use of the County’s Back-up Dispatch Center (hereinafter “Center”) in order to provide dispatch and 9-1-1 service to the citizens of __________ and St. Charles County generally; and

WHEREAS, the parties understand that use of the Center will last for various lengths of time depending on the nature and cause of the service interruption. The City will take all steps necessary to ensure that its use of the Center is limited to as minimal an amount of time as possible. The City also acknowledges that use of the Center is also made available to other municipalities in the County and that availability may be limited or non-existent at any given time, or a municipality or municipalities may be required to share the Center. The City further acknowledges that the County has no other option available to itself for back-up communications and should it find itself in need of use of the Center that the City will be required to vacate the Center immediately upon notification of need by the County.

THEREFORE, this Agreement made by and between ST. CHARLES COUNTY, MISSOURI (hereinafter “COUNTY”) and the City of __________ (hereinafter “CITY”) (hereinafter “Agreement”) is subject to the following terms and conditions:
ARTICLE ONE- GENERAL TERMS

A. In consideration for the CITY’S covenants hereinafter expressed, the COUNTY agrees to grant CITY access to and use of the St. Charles County Back-Up Dispatch Center, located at 1605 Wentzville Parkway, Wentzville, MO 63385, for dispatching and 9-1-1 services during the CITY’S time of service interruption at its primary dispatch location.

B. The CITY agrees that it is authorized to enter into this Agreement with COUNTY.

C. The CITY agrees that COUNTY shall maintain control of the Center, and further agrees to abide by the COUNTY’s operational rules for the Center.

ARTICLE TWO - PARTICULAR TERMS AND CONDITIONS

A. CITY anticipates no more than _____ dispatchers at a time working in the Center, with a possibility of _____ present. CITY acknowledges that the Center is a shared County building, and that additional County staff and/or other occupants may be occupying the building during CITY’s usage of the Center, including dispatchers from other municipalities.

B. CITY shall be permitted to use the following equipment and facilities: ECW 9-1-1, Motorola Radio System, County Internet network, landline business phone system, dispatch consoles and, and the fax machine and printer in the Center for intermittent print and fax needs.

C. CITY employees working at the Center may park in the parking lot at the Center as space is available. Ultimately all personnel are responsible for making their own parking arrangements.
D. CITY’s access to the Center shall be limited to those employees of the CITY who reasonably need access to perform the dispatch and 9-1-1 functions of the CITY. CITY agrees that all employees shall wear official CITY identification at all times that they are within secured areas of COUNTY buildings.

E. CITY employees will not receive access codes to enter the Center. Entry to the first-arriving CITY employee will be granted by a member of the Department of Emergency Communications who will meet them on site. Subsequent CITY employees will be granted access by the first as needed. Doors to the Center are to remain locked at all times.

F. The CITY shall provide as much notice as reasonably possible as to the time that it will begin to need access to the Center for its dispatching services. For planned usage events the CITY shall contact the Director of Emergency Communications as early as possible prior to anticipated usage. In an emergency usage event the CITY shall contact an on-duty dispatch supervisor or lead-dispatcher at Emergency Communications by dialing 636-949-3042, 636-688-2290, or 636-688-2281, who will in turn make contact with the appropriate County staff to meet the CITY at the back-up dispatch center to grant access and assist the CITY in becoming operational at that location as possible.

G. The CITY is responsible for testing the functionality of all equipment and operational set ups and for promptly notifying COUNTY of any technical issues that may arise.
H. The COUNTY and CITY may have no way to anticipate the amount of time the CITY may need use of the Center, but will target usage to last no more than two weeks at a time. However, the CITY agrees to notify the COUNTY as soon as reasonably possible regarding any changes in the anticipated date for the CITY to conclude its use of the Center by contacting the COUNTY contact in Article Three.

I. Use of the Center shall be without cost to the CITY.

J. Recording of CITY Radio Traffic.
   a. COUNTY agrees to provide to the CITY access to the radio system’s system-wide recorder in order for the CITY to create copies of the recordings of CITY-specific talk groups while operating out of the Center.
   b. Such access shall be authorized specifically for each such talk group in writing provided to the Director of Emergency Communications and signed by the CITY’S Authorized Representative, and shall specify the period for which the CITY requests audio recordings of each talk group be retained by the COUNTY. COUNTY agrees to commence recording the requested talk groups within 24 hours of receiving the request in writing.
   c. Any audio recordings whether stored on the system-wide recorder on backup servers or tapes in possession of the COUNTY or stored locally by the CITY, shall be records of the CITY and not the COUNTY.
ARTICLE THREE – CONTACTS

Any contact to the COUNTY shall be directed to:

Jeff Smith, Director  
Department of Emergency Communications  
1400 T. R. Hughes Blvd., Suite 300  
O’Fallon, MO  63366  
P 636-949-1871  
F 636-949-7328  
jsmith@scemo.org

Any contact to the CITY shall be directed to:

Name of Contact  
Street  
City, State, ZIP  
P Phone  
F Fax  
Email Address

ARTICLE FOUR – LIMITATIONS

This Agreement is not assignable and is to be exercised solely by the COUNTY and CITY as provided herein.

ARTICLE FIVE – LIABILITY

To the extent permitted by law, CITY shall indemnify, protect and hold harmless the COUNTY from and against the loss, cost, claims, demands, damage and/or expense arising out of any demand, claim, suit or judgment for damages to property arising from CITY’s use of the Center, or from injury to or death of persons, including the officers, agents and employees of either party herein, and including payment under any workmen’s compensation law, or under any plan for employee’s disability or death benefit, which may
arise out of or be caused in whole or in part by the fault, failure, negligence or alleged negligence of the CITY, its agents, servants or employees in using the Center.

To the extent permitted by law, COUNTY shall indemnify, protect and hold harmless the CITY from and against the loss, claims, damage and/or expense arising out of any demand, suit or judgment for damages to property or injury to or death of persons, including the officers, agents and employees of either party herein, which may arise out of or be caused in whole or in part by the fault, failure, or negligence of the COUNTY, its agents, servants or employees in performing its obligations under this Agreement.

**ARTICLE SIX – TERMINATION**

This initial Agreement is effective for one year or part thereof, from the date last signed below through December 31 of that year. This Agreement shall automatically be renewed for successive three-year periods unless either party gives written notice on or before December 1 of the final year of the three-year renewal period.

This Agreement may be terminated by either party hereto at any time, by giving fourteen (14) days’ prior written notice to the other party at their respective address shown in Article Three.

**ARTICLE SEVEN – ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement herein and shall be in full force and affect from the date last signed below and remain in full force and affect until terminated by either party in accordance with Article Six.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this ___ day of ____________, 20__.

Executed by CITY this ___ day of ____________, 20__.

CITY, MISSOURI
Street
City, State, Zip

ST. CHARLES COUNTY, MISSOURI
100 North Third Street, Suite 318
St. Charles, MO 63301

Name, Title

Steve Ehlmann, County Executive

ATTEST:

ATTEST:

[Name]

Brenda Hinton, County Registrar