

**AN ORDINANCE APPROVING AN AGREEMENT WITH ST. LOUIS
COUNTY, MISSOURI ACTING FOR THE ST. LOUIS COUNTY
EMERGENCY COMMUNICATIONS COMMISSION RELATING TO
NEXT GENERATION 9-1-1 SERVICE**

WHEREAS, in 1979, St. Louis County entered into cooperative agreements with various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County; and

WHEREAS, the current 9-1-1 service only provides an address (or latitude and longitude for wireless phones) and call back phone number and the Next Generation 9-1-1 ("NG9-1-1") service is capable of handling additional data such as video, text messaging, and enhanced locational routing of calls; and

WHEREAS, NG9-1-1 migration is supported by the FCC, DOT, and other agencies as it will provide superior service for both end users and the Public Safety community; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City to authorize the Mayor to execute the Contract for Next Generation 9-1-1 Service to Governmental Entities in St. Louis County with St. Louis County, Missouri acting for the Emergency Communications Commission ("ECC") to authorize, among other things, ECC to amend or modify St. Louis County's contract with Southwestern Bell and/or AT&T to accomplish the transition to NG9-1-1 service and to authorize ECC to provide certain NG9-1-1 services to the City's designated Public Safety Answering Points.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute and enter into the Contract for Next Generation 9-1-1 Service to Governmental Entities in St. Louis County on behalf of the City in substantially the form of Exhibit 1, attached hereto and incorporated herein.

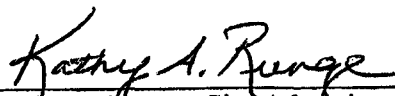
Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI, THIS 4th DAY OF April 2018.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

EXHIBIT 1

**CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE TO
GOVERNMENTAL ENTITIES IN ST. LOUIS COUNTY**

THIS CONTRACT, Made and entered into this ____ day of _____, 2018, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and _____ a governmental entity of St. Louis County, hereinafter referred to as "PARTICIPANT";

WHEREAS, ECC has entered into a contract with General Dynamics Information Technology ("GDIT") to design, provision, install, test and cutover a county-wide Next Generation 9-1-1 (NG9-1-1) ("System"), to include six years of maintenance and support services ("GDIT Contract");

WHEREAS, as the ECC transitions to the Next Generation 9-1-1 platform, it will become capable of providing certain Next Generation 9-1-1 services to the locations used by public safety agencies for answering emergency telephone calls which originate in the St. Louis County area. These locations are known as Public Safety Answering Points ("PSAPs"). In particular, the ECC will be able to route 9-1-1 calls to the correct PSAP and provide corresponding location information via an Emergency Services IP Network (ESInet);

WHEREAS, in 1979 St. Louis County entered into cooperative contracts with the various governmental entities participating in the Emergency 9-1-1 System throughout St. Louis County ("Prior Contracts");

WHEREAS, it is mutually beneficial to ECC and PARTICIPANT to supplement and amend the Prior Contracts with this contract specifying the terms and conditions under which the installation and operation of Next Generation 9-1-1 will occur; and

WHEREAS, PARTICIPANT is authorized to enter into this Contract by Ordinance No. _____ and ECC is authorized to enter into this Contract by Ordinance No. 9432 (1979).

NOW, THEREFORE, the parties agree as follows:

1. PARTICIPANT hereby authorizes the ECC to amend or modify St. Louis County's contracts with Southwestern Bell and/or AT&T to accomplish the transition to Next Generation 9-1-1, including, without limitation, changing the number of 911 emergency trunks, adding new answering points, relocating or eliminating an answering point, and making system-wide changes of a technological nature to upgrade system performance. PARTICIPANT further authorizes ECC to provide certain Next Generation 9-1-1 services to PARTICIPANT's designated PSAPs at such time as the ECC, in its sole discretion, determines that it is ready and willing to provide such services and to act on PARTICIPANT's behalf to make any applications, agreements, designations and/or requests necessary to enable ECC to provide the following Next Generation 911 Services to PARTICIPANT's designated PSAPs.

The ECC intends to provide, at a minimum;

- a) An Emergency Services IP Network (ESInet) between each PSAP, data center, and other remote sites as needed for monitoring and system operation.
- b) Redundant data centers and network design in order to deliver a High Availability (HA) system configured to support NG9-1-1 services.
- c) Centralized call taker system serving each PSAP with NG9-1-1 caller information.
- d) Local recording of P25 radio and 9-1-1 audio traffic with system redundancy.
- e) The ability to accept and handle SMS (aka texting) emergency request, to implement priority/alternative call routing, to transfer 9-1-1 voice and data elements to PSAPs within St. Louis County and adjoining counties, and to integrate NENA i3 compliant services where applicable.
- f) Real time continuous, end-to-end monitoring of NG9-1-1 system health, security, and quality of the ESInet and NG9-1-1 applications.

2. All notices pursuant to this Contract shall be in writing and shall be given in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
Karabas Communications Center
1150 Hanna Road
Ballwin, Missouri 63021
Fax: 314-615-9580

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

PARTICIPANT:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

3. The term of this contract shall commence on the date set forth above and terminate on December 31, 2018. This Contract shall be automatically renewed from year to year unless either party serves on the other party written notice of its intent to terminate the Contract at least thirty (30) days prior to the end of any one year term.

4. Either party may terminate this Contract with or without cause at any time by serving the other party with ninety (90) days written notice thereof.

5. Except as otherwise provided herein, all terms and conditions of the Prior Contracts shall remain in full force and effect.

ST. LOUIS COUNTY

County Executive

Attest:

Administrative Director

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

PARTICIPANT

By: _____

Title: _____

STATE OF MISSOURI)

) SS.

COUNTY OF ST. LOUIS)

On this _____ day of _____, 2018, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [Participant], known to me to be the person who executed the foregoing agreement in behalf of said Participant and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: