

Bill No. 13786

Ordinance No. 24-023

Sponsors: Mark Hollander, Denise Mitchell, Mary West, Michael Flandermeyer, Michael Galba, Justin Foust

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE IMPLEMENTATION, OPERATION, OWNERSHIP AND MAINTENANCE OF THE ST. CHARLES COUNTY NEXT GENERATION 911 SYSTEM BY AND AMONG THE CITY OF ST. CHARLES, ST. CHARLES COUNTY AND THE CITIES OF LAKE ST. LOUIS, O'FALLON, ST. PETERS AND WENTZVILLE.

Be It Ordained by the Council of the City of St. Charles, Missouri, as Follows:

SECTION 1. An Intergovernmental Agreement For The Implementation, Operation, Ownership And Maintenance Of The St. Charles County Next Generation 911 System by and among the City of St. Charles, St. Charles County, the City of Lake St. Louis, the City of O'Fallon, the City of St. Peters and the City of Wentzville, is approved. The Agreement shall be substantially the same in form and content as attached hereto and identified as Exhibit 1. The Mayor is authorized to execute the Agreement and perform all acts necessary to carry out the intent of this ordinance.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval.

March 5, 2024
Date Passed

Vince Ratchford
Vince Ratchford, Presiding Officer

3-6-'24
Date Approved by Mayor

Daniel J. Borgmeyer
Daniel J. Borgmeyer, Mayor

Approved as to Form:

Attest:

Holly Magdyan
Assistant City Attorney

Kimberly Adams
City Clerk

for Michael P. Cullen, City Attorney 2/28/2024 Date



Notice of Signature Request

Attention: Siobhan Morris

Date Sent: 3/8/24

Department: Police

Return By: ASAP

File Number: ORD 24-023

Company/Organization: See attached

Topic: See attached

Original Contracts are attached which requires the signature of one or more individuals. Please acquire the necessary signatures, date and return one original marked "City Copy" to the City Clerk's Office. Thank you.

INTERGOVERNMENTAL AGREEMENT
FOR THE IMPLEMENTATION, OPERATION, OWNERSHIP AND MAINTENANCE
OF THE ST. CHARLES COUNTY NEXT GENERATION 911 SYSTEM

THIS INTERGOVERNMENTAL AGREEMENT FOR THE IMPLEMENTATION, OPERATION, OWNERSHIP AND MAINTENANCE OF THE ST. CHARLES COUNTY NEXT GENERATION 911 SYSTEM and Next Generation 911 Core Services (System or Systems) ("AGREEMENT") is entered into by and among the following parties,

St. Charles County, Missouri, a charter county organized pursuant to Article VI, Section 18 of the Constitution of the State of Missouri (hereafter "County"), and

City of Lake St. Louis, a Fourth Class City,

City of O'Fallon, a Charter City,

City of St. Charles, a Charter City,

City of St. Peters, a Fourth Class City,

City of Wentzville, a Fourth Class City,

each a political subdivision of the State of Missouri, (hereafter "Participating Jurisdiction" or "Participating Jurisdictions"), in order to provide for the coordinated implementation, operation, ownership and maintenance of the St. Charles County Next Generation 911 System and Next Generation 911 Core Services.

WITNESSETH:

WHEREAS, St. Charles County Ordinance 98-242 affirmed and permanently reauthorized the tax of two percent of the tariff local service rate for telephone service as authorized by Section 190.305 RSMo. and approved by the voters on August 7, 1984, for the purpose of funding 911 service in St. Charles County (the "911 Tax"); and

WHEREAS, the revenues collected by the 911 Tax and deposited into the 911 Fund are not sufficient to purchase, operate and pay to deliver 911 calls to the system via traditional 911 phone lines for Public Safety Answering Points ("PSAPs") at the Participating Jurisdictions, in addition to the County PSAPs at the County's Emergency Operations Center and the Wentzville Backup location; and

WHEREAS, the revenue collected by the 911 Tax in FY22, for example, was Three Hundred Seven Thousand Eight Hundred Sixty One Dollars (\$307,861), and such revenues continue to decline with the discontinuation of the use of land lines to which the land line tariff applies; and

- WHEREAS, the Participating Jurisdictions have previously elected to maintain their 911 Primary System Answering Points, and further expressed their willingness to expend municipal funds in order to continue doing so; and
- WHEREAS, the County in 2014 worked to establish 911 system requirements and solicited bids; and
- WHEREAS, a working group consisting of representatives of the Participating Jurisdictions and the County Police, Information Systems and Dispatch and Alarm Departments reviewed the proposals in depth, and the bidders provided on-site demonstrations of the capabilities of their proposed solutions; and
- WHEREAS, as a result of such bid and bid analysis, Emergency CallWorks, Inc. (now owned by Motorola Solutions, Inc.) was chosen as the vendor to build and deploy the system; and
- WHEREAS, by Ordinance 14-096, the County authorized the execution of an agreement with successful bidder Emergency CallWorks, Inc., for designing, engineering, deploying, testing for final acceptance of and for ongoing services to maintain and support the St. Charles County Next Generation 911 System (“the System”); and
- WHEREAS, the County did enter into such an agreement with Emergency CallWorks, Inc., executed by the County on November 3, 2014, for designing, engineering, deploying, testing for final acceptance of and for ongoing services to maintain and support the System in cooperation with the Participating Jurisdictions; and
- WHEREAS, by Ordinance 14-096, the County further authorized the execution of intergovernmental agreements with municipalities and other end-user entities as are necessary to provide for the deployment of the System, provide for the transfer between the County and municipalities of 911 equipment, provide for the municipalities to maintain necessary equipment and participate in operation of the System by means of reimbursement to the County for up-front and/or ongoing costs for a period of seven years from System Acceptance; and
- WHEREAS, System Acceptance of the System occurred in May of 2017, and the current system contract expires on July 1, 2024; and
- WHEREAS, the County and Participating Jurisdictions wish to maintain a contractual relationship with each other and with the vendor; and

WHEREAS, the current Selective Routing method of delivering 911 calls to the PSAPs is old and outdated technology and not compliant with standards set forth by the National Emergency Number Association (NENA) for that of a next generation (NG) 911 system; and

WHEREAS, the current system is capable of receiving text messages, digital photos and other multimedia messages as well as IP based routed calls in accordance with NENA's i3 Standards and is therefore a next generation (NG) capable 911 system; and

WHEREAS, the State of Missouri has issued a state contract with Motorola for the deployment and operation of Emergency Services IP Networks (ESInet), which is the backbone of geospatial IP based call routing, in accordance with the NENA standards referenced above; and

WHEREAS, the State of Missouri appropriated approximately \$7,000,000 with a 70/30 match in the SFY2024 state budget to offset the total cost of the deployment of next-generation 911 services operated within St. Charles County; and

WHEREAS, this Agreement is for a common service and is therefore authorized by Article VI, Section 16 of the Constitution of the State of Missouri, by Section 70.220, RSMo, as amended, and by the St. Charles County Charter Article II, Section 2.528.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND REPRESENTATIONS IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

Section 1. Applicability and Participating Jurisdiction's Right to Use the System.

A. This Agreement applies to:

1. The deployment, implementation, and any ongoing installations, updates, or replacements of hardware or software necessary to the operation of the System;
2. The ownership and operation of the System and/or its elements and equipment;
3. The maintenance of the System and use thereof by each Participating Jurisdiction;
4. The management of the System, including terms of its use;
5. The fees payable by a Participating Jurisdiction to the County for participation as a Public Safety Answering Point (PSAP); and

6. The Participating Jurisdiction's right to use the System.
 - B. Use of the System. County hereby grants each of the Participating Jurisdiction's permission to use the System, after the System is installed, tested and accepted, subject to the following:
 1. Participating Jurisdiction shall comply with the rules, regulations, policies and standards established by the County for the use of the System (except in the event of conflict with the terms and conditions of this Agreement, in which case this Agreement shall control). Such policies and standards as may be established by the County are not intended to otherwise control the conduct by the Participating Jurisdiction of its business.
 2. Participating Jurisdiction shall comply with all laws, rules and regulations relating to use of the System.
 3. Participating Jurisdiction shall reasonably cooperate with the County in the County's performance of its rights, duties, and obligations under the Contracts by and between County and Motorola, Inc. (hereafter "Contractor" and previously known as "Emergency CallWorks") for the St. Charles County Next Generation 911 System, applicable software, and Next Generation 911 Core Services (collectively the "911 Contract"). If a Participating Jurisdiction declines to cooperate with the County pursuant to a request under this section, the parties agree and acknowledge that the County shall not be liable for such Participating Jurisdiction's inability to receive 911 calls or other services as defined and delivered under this or any related agreement.

Section 2. Definitions.

- A. Authorized Representative: persons designated by County and each Participating Jurisdiction, from time to time, pursuant to Section 3 of this Agreement.
- B. County: St. Charles County, Missouri.
- C. Contractor-supplied System Equipment: items of System Equipment supplied or provided by County or Contractor pursuant to the 911 Contract.

- D. Participating Jurisdiction: the undersigned political subdivision(s) within St. Charles County, Missouri, (and not including the County itself) being a municipality participating in and making use of the System as provided in this Agreement.
- E. 911 User Fee: the fee to be paid by County and Participating Jurisdiction pursuant to section 7.B of this Agreement.
- F. System(s): the St. Charles County Next Generation 911 System and/or Next Generation Core Services.
- G. System Equipment: all non-facilities related elements of the System including but not limited to work stations, monitors, software, hardware, etc.
- H. System Manager: the Director of St. Charles County Department of Emergency Communications (see Section 3.A.1).

Section 3. Authorized Representatives and Notice.

- A. The Authorized Representative of the County is:
 - 1. Director of Emergency Communications (Jeff Smith or successor)
 - Address: 1400 T.R. Hughes Boulevard
O'Fallon, MO 63366
 - Telephone: 636-949-3042
 - Fax: 636-949-7328
 - Email: sccce_info@sccmo.org
- B. The Authorized Representatives of the Participating Jurisdictions are:
 - 1. City of Lake St. Louis:
 - Name: _____
 - Title: _____
 - Address: _____
 - Telephone: _____
 - Mobile Telephone: _____
 - Fax: _____
 - Email: _____

2. City of City of O'Fallon:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

3. City of St. Charles City:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

4. City of St. Peters:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

5. City of Wentzville:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

C. Each party shall notify the other Authorized Representatives promptly and in writing by facsimile or email transmission of any changes in the identification of the Participating Jurisdiction's Authorized Representatives.

D. The above designated Authorized Representatives or their successors shall be available to each other twenty-four (24) hours a day, every day, by telephone or email.

E. All notices required by this or any other section of this Agreement shall be to Authorized Representatives, with copies to:

1. In the case of notices to County:

a. Director of Finance of St. Charles County
201 North Second Street, Suite 541
St. Charles, MO 63301
636-949-7465 (Telephone)
636-949-7456 (Facsimile)
finance@sccmo.org (Email), and

b. County Counselor
100 North Third Street, Suite 216
St. Charles, MO 63301
636-949-7540 (Telephone)
636-949-1836 (Facsimile)
counselor@sccmo.org (Email) and

2. In the case of notices to Participating Jurisdictions, to persons identified as follows:

a. City of Lake St. Louis:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

b. City of O'Fallon:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

c. City of St. Charles City:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

d. City of St. Peters:

Name: _____
Title: _____
Address: _____
Telephone: _____
Mobile Telephone: _____
Fax: _____
Email: _____

e. City of Wentzville:

(1) Name: Douglas Lee
Title: City Administrator
Address: 1001 Schroeder Creek Blvd.
Wentzville, MO 63385
Telephone: 636-639-2052
Mobile Telephone:
Fax: 636-639-2017
Email: Douglas.Lee@wentzvillemo.gov

(2) Name: James C. Hetlage
Title: City Attorney
Address: Lashly & Baer, P.C.
714 Locust Street
St. Louis, MO 63101
Telephone: 314-436-8322
Mobile Telephone: 314-452-8139
Fax: 314-621-6844
Email: jhetlage@lashlybaer.com

Section 4. Deployment of System

- A. Applicable Technical Standards: The parties agree that the minimum technical standards applicable to the System as set forth in the 911 Contract(s) including any addenda and/or amendments thereto and any guidelines or specifications of manufacturers of System components, and further agree to maintain the applicable minimum technical standards.
- B. Conditions and Costs of Deployment and Responsibility for Costs: The County and Participating Jurisdiction shall be responsible for improvements and System Equipment as follows.
1. With respect to improvements to or on a Participating Jurisdiction's premises for purposes of connecting the PSAP to the System:
 - a. The Participating Jurisdiction shall:
 - 1) Make improvements including but not limited to any electrical service and/or grounding network improvements necessary to accommodate System Equipment and to connect the Participating Jurisdiction to the System, and obtain any permits

and pay any fees that may be required for such improvements if and as applicable, prior to County's installation of System Equipment; and

- 2) Pay all costs of making the above-identified improvements or installations and/or actual, out-of-pocket costs borne by County and directly attributable to connecting Participating Jurisdiction's PSAP to the System which costs are included in the 911 User Fees as set forth in Exhibit C to this Agreement; and
- 3) Provide access to County and Contractor to enter upon Participating Jurisdiction's premises as is reasonable for the installation, deployment, update, or ongoing maintenance to be performed by County or Contractor necessary for the operation of the System.

2. With respect to improvements to or on County's premises for the purpose of connecting County's PSAPs to the System, County shall make improvements including but not limited to any electrical service and/or grounding network improvements necessary to accommodate System Equipment and to connect County to the System. The County will pay all costs of making the above-identified improvements in this subsection or installations and/or actual, out-of-pocket costs borne by County and directly attributable to connecting County's PSAP to the System. The cost of said improvements shall not be paid for from revenues attributable to the 911 Tax.

C. Installation, Delivery and Testing: Participating Jurisdiction shall cooperate with County and Contractor in the installation, delivery and testing of System Equipment, including but not limited to providing access to County and Contractor as is reasonably necessary, in order to meet the deadline identified in Section 4.D of this Agreement. If a Participating Jurisdiction declines to cooperate with the County pursuant to a request under this section, the parties agree and acknowledge that the County shall not be liable for such Participating Jurisdiction's inability to receive 911 calls or other services as defined and delivered under this or any related agreement.

- D. Deadline and Delay Damages: The parties acknowledge and agree that cutover to the refreshed NG911 Phone System will occur on or before July 1, 2024, and to NG911 Core Services as soon as possible and will take approximately 18 months, and that the parties shall work cooperatively with one another in meeting this deadline. Participating Jurisdiction shall hold County harmless and pay any delay damages for failure to meet this deadline if such delays are due solely to the failure of Participating Jurisdiction to meet its obligations under this Section. Notwithstanding the foregoing, Participating Jurisdiction shall not be liable for any such damages suffered by County if County is delinquent in meeting any deadline for County set forth in this Agreement or the 911 Contracts.

Section 5.

Replacement or Addition of System Equipment.

A. Participating Jurisdiction may use and/or purchase additional System Equipment (and/or accessories) and licenses provided that the equipment and/or license is authorized by the System Manager as being compatible with the System and with quality standards adopted by the County, and provided further that Participating Jurisdiction bears the costs of purchasing the equipment and its programming.

B. County shall continue to bear the cost of the number of trunk lines existing at each Participating Jurisdiction's premises until such time as the NG911 Core Services is online, and trunk lines are no longer in use for the delivery of 911 calls.

C. Participating Jurisdiction acknowledges and agrees that the 911 Contract is subject to the total number of concurrent licenses provided by Contractor, and that the 911 User Fee Schedule is based in part on the number of positions at each Participating Jurisdiction as contracted on the date of execution of this Agreement by the Participating Jurisdiction. Participating Jurisdiction may purchase additional licenses for additional positions at its sole cost. Participating Jurisdiction may reduce its number of licenses and acknowledges and agrees that no refund will be available or provided for such reduction; however, adjustments to the 911 User Fee Schedule may be made, as agreed by County and the applicable Participating Jurisdictions, in the event that one Participating Jurisdiction wishes to transfer one (1) or more of its licenses to another Participating Jurisdiction.

Section 6.

Ownership of System Infrastructure, System Equipment and Licenses. County shall at all times retain ownership of all Contractor-supplied System Equipment and licenses.

Section 7. Maintenance of Equipment and Responsibility for System Equipment in Participating Jurisdiction's Possession; Fees Owed by Participating Jurisdiction; System Warranty; Service Level Agreement.

A. Maintenance of Equipment.

1. County shall, at its sole cost and expense:
 - a. Be responsible for maintenance or servicing of all Contractor-supplied System Equipment, provided that Participating Jurisdiction shall have certain responsibilities as set forth in Section 7.A.2 below; and
 - b. Program at delivery or installation, and when necessary due to System modification or updates, all Contractor-supplied System Equipment provided to Participating Jurisdiction pursuant to Section 4 of this Agreement including those items in the possession of Participating Jurisdiction at the time of such System modification or updates for re-programming; and
 - c. Carry insurance against damage to or loss of any System Equipment that is not transferred to a Participating Jurisdiction pursuant to Section 4 of this Agreement, which insurance shall: (i) be in amounts equal to the replacement cost of damaged or lost equipment; (ii) name Participating Jurisdiction as an additional insured, (iii) apply as primary insurance with respect to any other coverage or self-insurance program(s) maintained by County; and (iv) contain a waiver of subrogation endorsement.
2. Participating Jurisdiction shall:
 - a. Maintain, at its sole cost, all System Equipment not provided by Contractor; and
 - b. With respect to items of Contractor-supplied System Equipment of which it has possession pursuant to Section 4 of this Agreement, from and upon the date of transfer of possession to Participating Jurisdiction of such equipment as set forth in the applicable Asset Data Transfer Form:

- 1) Take proper care of each item as recommended by the manufacturer and made known to the Participating Jurisdiction in writing and standard operating procedures;
 - 2) Coordinate repair scheduling and/or drop off with Contractor; and
 - 3) Pay for any billable repairs necessary to equipment in the possession of the jurisdiction; and
 - 4) Comply with all applicable terms of the 911 Contract related to service, maintenance and warranties
- d. Permit Contractor or its designee reasonable access to Participating Jurisdiction's premises to inspect, monitor, maintain or service System Equipment installed on the premises under Section 4 of this Agreement upon notice to the Participating Jurisdiction's Authorized Representative; and
- e. Be responsible for any costs of repairs in the Participating Jurisdiction's possession;
- f. Pay any fees for additional services outside the scope of the 911 Contract or otherwise authorized by this Agreement, unless otherwise agreed by County and Participating Jurisdiction.

B. 911 User Fees.

1. Beginning in January 2024, the parties shall each pay an annual 911 User Fee as set forth in EXHIBIT A to aid in funding the maintenance and operation of the System Equipment as provided in Section 7.A.1 (the "911 User Fee").
2. The parties shall pay their respective User Fees for the 2024 calendar year on or by July 31, 2024, upon invoice by the County Finance Department no later than June 1, 2024. Thereafter, the parties shall pay their respective User Fees on or by March 31 in the year to which they apply, upon invoices to be issued by County Finance Department no later than the preceding January 31. The due date of the payment of the 911 User Fees set forth in this Section shall be extended by one (1) day for each day that the invoice issued by the County is late.

- C. System Warranty. The County will provide a copy of the warranty as described in the 911 Contract, subject to the exclusions, limitations, conditions and disclaimers stated therein.
- D. Service Level Agreement. The parties acknowledge that if County receives a refund of certain charges from Contractor for any reason, in accordance with the 911 Contract, that any amounts recouped shall be deposited into the 911 Fund for ongoing maintenance and operation of the System and or NG CORE Services.

Section 8. Management and Terms of Participation.

- A. The Participating Jurisdiction shall:
 - 1. Notify the Contractor and System Manager of System outages as soon as possible after the jurisdiction has identified an outage; and
 - 2. Provide initial training of new employees and refresher training for existing employees as necessary on the proper use of the System and related services; and
 - 3. Provide access, upon reasonable notice, by County to the Participating Jurisdiction's premises and buildings for inspection, monitoring, repair or replacement of System Equipment that does not unreasonably interfere with the Participating Jurisdiction's operations (if a Participating Jurisdiction declines to provide access with the County pursuant to a request under this section, the parties agree and acknowledge that the County shall not be liable for such Participating Jurisdiction's inability to receive 911 calls or other services as defined and delivered under this or any related agreement.); and
 - 4. Meet nationally recognized industry standards such as NENA, APCO, FCC, UL, and NFPA; and
 - 5. Cooperate with the other parties to this Agreement in establishing fail-over arrangements as follows: In the event of PSAP outages or overflow, 911 calls typically routed to one PSAP may need to be rerouted to another PSAP in the County as mutually agreed by the affected Participating Jurisdictions. Such fail-over arrangements shall be determined in part by PSAP usage so that no one (1) PSAP is overloaded at a given time; and

6. Otherwise comply with its obligations under this Agreement.

Section 9. Term, Renewals

- A. This Agreement shall be for a term beginning on its Effective Date as defined in Section 10.J of this Agreement, and expiring at the later of the end of seven (7) years or the termination of the County's contract(s) with Motorola for 911 call handling equipment and NG core routing services, but in no event shall the term last greater than 10 years from the date of initial execution, future renewals notwithstanding.
- B. This Agreement may be renewed thereafter by written agreement and for such terms of years as County and Participating Jurisdiction find appropriate given the useful life of the System, such renewal terms to be the same for all Participating Jurisdictions. Parties acknowledge that at the time of any such renewals, cost sharing obligations under the Agreement will be recalculated.
- C. Anything to the contrary contained in this Agreement notwithstanding, the obligation of a Participating Jurisdiction for the payment of money shall be subject to and dependent upon annual appropriations being made by it for such purpose. If the governing body of a Participating Jurisdiction should not appropriate or otherwise make available funds sufficient to fulfill the Participating Jurisdiction's obligations under this Agreement, such Participating Jurisdiction may unilaterally exit this Agreement, without financial penalty, upon ninety (90) days written notice to the County. The Agreement shall survive one party exiting in all respects for all remaining, non-exiting parties.
- D. Any remaining fees, costs, or monies owed under this Agreement by a Participating Jurisdiction at the time said Participating Jurisdiction exits the Agreement pursuant to this section shall remain due and owed. Exiting this Agreement shall not serve to erase, absolve, or mitigate existing financial obligations nor shall any other party be required to make additional payments to cover the obligations or debts of the exiting party. The County may assess the debts and obligations of the exiting party subject to a pro-rata apportionment based on the timing and cost of services provided prior to exit. Nothing in this paragraph shall prohibit the County and the exiting party from executing a separate agreement that alters or changes the obligations, financial or otherwise, of the exiting party.

Section 10. Miscellaneous Provisions.

- A. Entire Agreement and Modifications. Except as provided below, this Agreement constitutes the entire undertaking between the parties hereto with respect to the transactions contemplated herein, and supersedes the prior agreements between the parties. However, this Agreement does not impair any contemporaneous or later agreements between County and Participating Jurisdictions relating to emergency dispatching pursuant to Chapter 321, RSMo. No party may authorize any change to this Agreement except by a written amendment hereto signed by all parties hereto.
- B. Capacity and Authorization. The County and Participating Jurisdictions by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the offices of the respective clerk or secretary for the Participating Jurisdiction, and the Registrar for the County, and shall be exchanged between the Participating Jurisdictions and the County.
- C. Assignment. No portion of this Agreement or the duties and responsibilities hereunder shall be assigned, transferred, or otherwise disposed of, except with the written consent of all other parties hereto or except as otherwise specifically provided for herein.
- D. Third Party Rights. Nothing herein shall be construed to give any rights or benefits to anyone other than the County and the Participating Jurisdictions.
- E. Headings. The headings of various Articles, sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.
- F. Severability. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or

other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

- G. Laws to Govern. This Agreement shall be governed by the laws of the State of Missouri, both as to interpretation and performance. Any and all legal action necessary to enforce this Agreement shall be brought in the Circuit Court of St. Charles County, Missouri.
- H. Non-Waiver. The failure of any party at any time to require performance by another party of any provision hereof shall in no way affect the right of the non-requiring party thereafter to enforce the same. No waiver shall be effective unless in writing, nor shall waiver by any party of any breach of any provision hereof be taken to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.
- I. Counterparts. This Agreement may be executed in one or more counterparts, the combination of which shall be considered one original document.
- J. Effective Date. This Agreement shall become effective as of the date of its execution by the County and at least one Participating Jurisdiction.
- K. Parties Independent Entities. The parties to this Agreement are independent entities, and neither is an agent of the other. No employee of either party is entitled to the benefits provided by the other party to its employees, including, but not limited to, group insurance or pension plan.
- L. Indemnification.
 - 1. To the extent permissible by law, each Participating Jurisdiction does hereby agree to indemnify, defend and hold harmless the County from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from or caused by the negligence or alleged negligence of the Participating Jurisdiction, its agents, servants or employees in the performance of this Agreement.
 - 2. To the extent permissible by law, the County does hereby agree to indemnify, defend and hold harmless each Participating Jurisdiction from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third

parties if awarded by a court of competent jurisdiction, arising from or caused by the negligence or alleged negligence of County, its agents, servants or employees in the performance of this Agreement.

3. To the extent permissible by law, each Participating Jurisdiction does hereby agree to indemnify, defend and hold harmless every other Participating Jurisdiction from and against any and all third-party losses, damages, liabilities, or causes of action, including attorney's fees and court costs of third parties if awarded by a court of competent jurisdiction, arising from or caused by the negligence or alleged negligence of each Participating Jurisdiction, its agents, servants or employees in the performance of this Agreement.
4. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

M. Records, Audit. Each party must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the other parties and/or designees or representatives during the term of this Agreement and any extension thereof, and for five (5) years from the expiration of this Agreement or until the completion of any ongoing audit of relevant records related to this Agreement, whichever is later. The County agrees that it shall include, as a part of its annual audit required under state law and County ordinance, audited financial statements reflecting all revenues received and expenses incurred by the County in the operation of the System, including Subscriber and Programming Fees. Parties agree and acknowledge that each party is solely responsible for its own compliance with any applicable records retention or open records laws.

N. Breach. In the event of a material breach of the terms of this Agreement by any party, the non-breaching parties shall have all rights and legal remedies available to them by law as to the breaching party. This Agreement shall survive as to the non-breaching parties, and the non-breaching parties may terminate the breaching party's ongoing participation in the Agreement by notice to the breaching party. Any party that exits this Agreement due to a material breach maintains any debts and obligations assumed prior to breach and exit as to fees, costs, or monies owed pursuant to the Agreement. No other party may be required to make

additional payments to cover the obligations or debts of the breaching party The County may assess the debts and obligations of the breaching party subject to a pro-rata apportionment based on the timing and cost of services provided prior to breach or exit.

- O. Force Majeure. No party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by a natural disaster, or act of terrorism, war, pandemic, or similar Acts of God. A party impacted by such an event shall promptly notify all other parties of the nature and expected duration of any failure or delay caused by such an event and its impact on any obligations or duties under this Agreement. The affected party shall use all reasonable efforts to mitigate the effects of such an event and resume its obligations under the Agreement as soon as practicable.

- P. List of Exhibits Incorporated Herein by Reference.
 - 1. Exhibit A. 911 Contract
 - a. Exhibit A.1. KMF Agreement
 - 2. Exhibit B. NG CORE Services Contract
 - a. Exhibit B.1. Motorola Solutions Connectivity Services Order Agreement
 - b. Exhibit B.2. VESTA Hosted Service Portfolio Motorola Services Agreement
 - c. Exhibit B.3. NGCS Draft Support Plan
 - i. To be replaced with final Support Plan one approved.
 - 3. Exhibit C: 911 User Fee Schedule

(Remainder of page intentionally blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

Executed by the County this ____ day of _____, 2023.

ST. CHARLES COUNTY, MISSOURI

Steve Ehlmann
County Executive
100 North Third Street
St. Charles, Missouri 63301
Tel: 636-949-7520
Fax: 636-949-7521
Email: executive@sccmo.org


ATTEST:

Brenda Hinton, County Registrar



Executed by Participating Jurisdiction this 6 day of March, 2024.

PARTICIPATING JURISDICTION:



Name Daniel J. Borgmeyer

Title Mayor

Address 200 N. 2nd Street

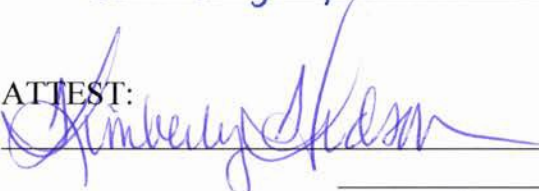
City: St. Charles, MO 63301

Tel: 636-949-3268

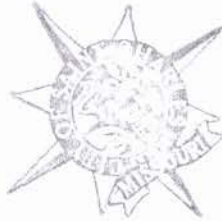
Fax: _____

Email: dan.borgmeyer@stcharlescitymo.gov

ATTEST:



, Sec'y/Clerk



**EXHIBIT A
911 Contract**

(see attached)

**EXHIBIT B
KMF Agreement**

(see attached)

**EXHIBIT B.1
Motorola Solutions Connectivity Services Order Agreement**

(see attached)

**EXHIBIT B.2
VESTA Hosted Service Portfolio Motorola Services Agreement**

(see attached)

**EXHIBIT B.3
NGCS Draft Support Plan**

Final Support Plan to Be Completed Once Approved
(see attached)

**EXHIBIT C
911 USER FEE SCHEDULE**

Payment Schedule

	Saint Charles	Saint Peters	O'Fallon	Lake St. Louis	Wentzville
2024	\$113,063.60	\$75,375.73	\$94,219.66	\$37,687.87	\$75,375.73
2025	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2026	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2027	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2028	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2029	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2030	\$220,939.95	\$147,293.30	\$184,116.62	\$73,646.65	\$147,293.30
2031	\$107,876.35	\$71,917.57	\$89,896.96	\$35,958.78	\$71,917.57
Total Fees Paid	\$1,546,579.62	\$1,031,053.08	\$1,288,816.35	\$515,526.54	\$1,031,053.08

*All payments due for calendar year 2024 are due by July 31, 2024.
Thereafter, all payments are due by March 31 of the applicable calendar year.

RCA FORM (OFFICE USE ONLY)

Bill # 13786

MEETING/DATE: 02/29/2024

Regular (X) Special () Comm. of Whole ()

ATTACHMENT: YES (X) NO ()

Report () Resolution () Ordinance (X)

Request for Council Action

Wards: All Sponsors: Mark Hollander, Denise Mitchell, Mary West, Michael Galba,
Michael Flandermeyer, Justin Foust

Description: AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR THE IMPLEMENTATION, OPERATION, OWNERSHIP AND MAINTENANCE OF THE ST. CHARLES COUNTY NEXT GENERATION 911 SYSTEM.

- Contract Extension/Renewal: Yes() No(X)
- Information Paper Attached: Yes(X) No()

Board/Committee/Commission: Approve () Disapprove ()

The purpose of this eight (8) year Agreement is for a system upgrade to the current system that is antiquated. The yearly payments will be as follows:

- 2024 - \$113,063.60
- 2025 - \$220,939.95
- 2026 - \$220,939.95
- 2027 - \$220,939.95
- 2028 - \$220,939.95
- 2029 - \$220,939.95
- 2030 - \$220,939.95
- 2031 - \$107,876.35

STAFF RECOMMENDATION: Approve

Budget Impact: (revenue generated, estimated cost, CIP item, etc.)

Account #: 001-120-211-753-099 Fiscal Impact: \$1,546,579.62 Project #: _____

RCA prepared by: SMM Dept. Dir. [Signature] Finance Dir. [Signature] Dir. of Admin. [Signature]