

VILLAGE OF UPLANDS PARK, MISSOURI

AND ORDINANCE

INTRODUCED BY: Henry Iwerth

BILL NO.: 379

ORDINANCE NO.: 379

AN ORDINANCE AUTHORIZING A CONTRACTUAL AGREEMENT WITH THE COUNTY OF ST. LOUIS, MISSOURI FOR COORDINATED COMMUNICATIONS SERVICE, COMPUTER-ASSISTED REPORT ENTRY 2000 AND RECORD ANALYSIS AND MAPPING SYSTEM SERVICE AGREEMENT.

WHEREAS, the provisions of Sections 70.210 to 70.320, inclusive, RSMo. 2000, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Chapter 701.070 SLCRO 1974, as amended, authorizes the Chief of Police of St. Louis County to contact police services with municipalities; and

WHEREAS, the VILLAGE desires a Coordinated Communications Service Contract, Computer-Assisted Report Entry 2000 (CARE 2000) and Record Analysis and Mapping System (RAMS) services; and

WHEREAS, the COUNTY holds a license from the Federal Communications Commission and thereunder operates radio stations by and through the agency of the St. Louis County Police Department for and in the performance of its duties of law enforcement, and has offered to perform certain communications for VILLAGE; and

WHEREAS, the VILLAGE wishes to avail itself of the 911 and communications services offered by the COUNTY, including radio and computerized criminal history services (REJIS); and

WHEREAS, the VILLAGE now owns certain radio equipment which it desires to use in connections therewith; and

WHEREAS, the VILLAGE has duly enacted and approved Ordinance No. 379, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference authorizing the VILLAGE to execute this Contract.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK, MISSOURI AS FOLLOWS:

SECTION 1: The Chairperson of the Board of Trustees of the Village of Uplands Park, Missouri is hereby authorized to execute a contract on behalf of the Village of Uplands Park, Missouri with the County of St. Louis, Missouri for a contractual agreement for Coordinated Communications Service Contract, Computer-Assisted Report Entry 2000 (CARE 2000) and Record Analysis and Mapping System (RAMS) services pursuant to an agreement attached hereto and incorporated herein as if fully set forth herein.

SECTION 2: All ordinances, part of ordinances or provisions of the Municipal Code of the Village of Uplands Park, Missouri in the conflict with any provisions of this ordinance hereby repealed.

APPROVED: _____

ATTEST: *Christine Harnam* *Village Clerk*

Municipal Seal:

VILLAGE OF UPLANDS PARK, MISSOURI

AND ORDINANCE

INTRODUCED BY: Henry Iwente

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WHEREAS, the COUNTY holds a license from the Federal Communications Commission and thereunder operates radio stations by and through the agency of the St. Louis County Police Department for and in the performance of its duties of law enforcement, and has offered to perform certain communications for VILLAGE; and

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WHEREAS, the VILLAGE has duly enacted and approved Ordinance No. 379, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference authorizing the VILLAGE to execute this Contract.

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SECTION 2: All ordinances, part of ordinances or provisions of the Municipal Code of the Village of Uplands Park, Missouri in the conflict with any provisions of this ordinance hereby repealed.

APPROVED: _____

ATTEST: Chauhan Village Clerk

Municipal Seal:

COORDINATED COMMUNICATIONS SERVICE, COMPUTER-
ASSISTED REPORT ENTRY 2000 AND RECORD ANALYSIS
AND MAPPING SYSTEM SERVICE AGREEMENT

Village of Uplands Park and St. Louis County, Missouri



THIS AGREEMENT, entered into by and between the Village of UPLANDS PARK, a VILLAGE in St. Louis County, Missouri, hereinafter referred to as the VILLAGE, and ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as the COUNTY;

WITNESSETH THAT:

WHEREAS, the provisions of Section 70.210 to 70.320, inclusive, RSMo. 2000, as amended, empower municipalities and other political subdivisions to contract and cooperate with each other for a common service; and

WHEREAS, Chapter 701.070 SLCRO 1974, as amended, authorizes the Chief of Police of St. Louis County to contract for police services with municipalities; and

WHEREAS, the VILLAGE desires a Coordinated Communications Service Contract, Computer-Assisted Report Entry 2000 (CARE 2000) and Record Analysis and Mapping System (RAMS) services; and

WHEREAS, the COUNTY holds a license from the Federal Communications Commission and thereunder operates radio stations by and through the agency of the St. Louis County Police Department for and in the performance of its duties of law enforcement, and has offered to perform certain communications services for VILLAGE; and

WHEREAS, VILLAGE wishes to avail itself of the 911 and communications services offered by COUNTY, including radio and computerized criminal history services (REJIS); and

WHEREAS, VILLAGE now owns certain radio equipment which it desires to use in connection therewith; and

WHEREAS, the VILLAGE has duly enacted and approved Ordinance No. 379, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference, authorizing the VILLAGE to execute this Contract.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE VILLAGE AND THE COUNTY AS FOLLOWS:

COORDINATED COMMUNICATIONS SERVICE CONTRACT

1. COUNTY shall provide 911 and non-emergency telephone call processing and radio dispatching to and from police vehicles and other agencies within the VILLAGE which have operating equipment used to receive such calls and radio dispatches.
2. COUNTY shall perform the services provided for in this Contract in compliance with the standards of the Police Radio Service and all applicable laws.
3. VILLAGE shall furnish to COUNTY, no later than December 10, 2006, and more frequently if required by FCC regulations or by COUNTY, the frequency measurements of all radio equipment owned or used by VILLAGE in conjunction with this Contract. Such measurements are to be made by an entity licensed to make such measurements.
4. VILLAGE shall comply with all regulations set by the FCC and those rules and regulations set by the St. Louis County Police Department.
5. The VILLAGE shall maintain a false alarm ordinance similar to COUNTY's Ordinance 271 during the duration of this Contract.
6. This Coordinated Communications Services Contract may be terminated by either party hereto upon ninety (90) days written notice to the other party.
7. The COUNTY may terminate this Contract immediately upon written notice to the VILLAGE when the actions of the VILLAGE are not in compliance with FCC, the COUNTY's rules and/or regulations or any applicable law.
8. Upon termination of this Contract for any reason, the VILLAGE shall remove all radio crystals or programming from its radio equipment so that said equipment will no longer be capable of transmitting on any of the COUNTY's frequencies.

CARE 2000 AND RAMS SERVICES

1. The COUNTY shall provide to the VILLAGE the same CARE 2000/RAMS processing services as it provides to the unincorporated portion of COUNTY.
2. The COUNTY shall provide CARE 2000/RAMS services consisting of the following:
 - a. The COUNTY shall provide basic CARE 2000 services which consists of 24-hour-a-day telephone entry, by personnel of the St. Louis County Police Department's CARE Unit, of police reports from municipal police officers performing exclusively patrol duties. A police report is defined as a report which results in a document summarizing facts and circumstances surrounding a police-related incident or criminal offense. A police report is generated whenever a municipal police unit obtains a report number and subsequently dictates/provides a report to the Com-

puter-Assisted Report Entry (CARE) personnel. Police report transactions include original and supplemental reports. The entering of all police reports into CARE 2000 will satisfy RSMo 66.200 which requires exact copies of municipal police reports for all felonies and misdemeanors be transmitted to the County immediately after the information is obtained by the VILLAGE.

- b. COUNTY will provide the necessary training to designated officials of the VILLAGE in the operation of the CARE 2000/RAMS computer system. RAMS is a tool, intended to benefit the community served by the VILLAGE. Any unauthorized use or disclosure of CARE 2000/RAMS data or maps generated by other cities or agencies, by the VILLAGE or agents of the VILLAGE, without written authorization from the entering agency is prohibited and will be cause for termination of this AGREEMENT.
3. The VILLAGE shall provide the following:
 - a. Computers, peripherals and a network compatible for the installation and operation of the CARE 2000/RAMS program.
 - b. All police reports will be entered into the CARE 2000 system by either utilizing CARE personnel or self-entering by personnel from the VILLAGE.
 - c. The final review and approval of CARE 2000 generated police reports is the responsibility of the VILLAGE police department.
 - d. The sending/cancellation of computer teletype messages reflecting stolen/recovered property and/or all investigative transactions requiring the use of REJIS will be the responsibility of the VILLAGE department.
 4. The VILLAGE desires remote access to the COUNTY's CARE 2000 system and the COUNTY will provide that access through a REJIS/TCP/IP network connection. The VILLAGE shall be responsible for the cost of said network and related equipment. The COUNTY offers technical support for the service through REJIS. The VILLAGE should secure a service maintenance agreement with REJIS to ensure uninterrupted access to CARE 2000/RAMS. The VILLAGE will be responsible for the procurement of, and payment for, the necessary networking circuits and the VILLAGE shall bear the expense of the REJIS service maintenance agreement. The VILLAGE shall be responsible for procurement of related supplies such as computer paper, printer ribbons, etc.
 5. Access to CARE 2000 is conditioned upon the information being used solely and expressly for reviewing, approving, modifying or printing only that data or those reports that

originated from employees of the VILLAGE. Reviewing, approving, modifying or printing data or reports originated by the COUNTY or any other governmental agency contracting with COUNTY, by the VILLAGE or agents of the VILLAGE, without written authorization from the entering agency is prohibited and will be cause for immediate termination of this AGREEMENT.

6. Access to CARE 2000/RAMS is a conditional use subject to the entry outlined in paragraph 2.b. Failure to meet this requirement will result in the termination of this AGREEMENT. RAMS is a tool, intended to benefit the community served by the VILLAGE. Any unauthorized use or disclosure of CARE 2000/RAMS data or maps generated by other cities or agencies, by the VILLAGE or agents of the VILLAGE, without written authorization from the entering agency is prohibited and will be cause for termination of this AGREEMENT.

7. For maintenance/enhancements/and other administrative purposes, the COUNTY shall have access to the VILLAGE entered CARE 2000/RAMS report.

8. Either party shall have the option to re-negotiate or to terminate this AGREEMENT in the event that the service agreement through REJIS is not maintained as current, or if the VILLAGE's service requirements change substantially, i.e., boundary adjustments or other contractual agreements entered.

9. VILLAGE shall pay COUNTY the sum of \$7,623.00 for this Contract period, or \$635.25 per month, for the services herein described.

10. In October of each year the AGREEMENT is in effect. St. Louis County will provide a projected cost for the next Contract period.

11. This Contract shall take effect on the 16th day of December 2006 and expire December 16, 2007. The VILLAGE shall give COUNTY ninety (90) days written notice prior to the expiration of this Contract if VILLAGE will not execute a similar services contract for the succeeding year.

IN WITNESS THEREOF, AGENCY and COUNTY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

VILLAGE OF UPLANDS PARK

Attest:



Charute Gianani
Village Clerk

By Carroll McElendon
Mayor

ST. LOUIS COUNTY, MISSOURI

By _____
County Executive

Attest:

Deputy Administrative Director

ST. LOUIS COUNTY
BOARD OF POLICE COMMISSIONERS

Approved:

Chief of Police
St. Louis County Police Department

By _____
Chairman

Approved:

Risk and Insurance Manager

Approved as to Legal Form:

County Counselor

Approved:

Accounting Officer

138612

COORDINATED COMMUNICATIONS SERVICE, COMPUTER-
ASSISTED REPORT ENTRY 2000 AND RECORD ANALYSIS
AND MAPPING SYSTEM SERVICE AGREEMENT

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WHEREAS, VILLAGE now owns certain radio equipment which it desires to use in connection therewith; and

WHEREAS, the VILLAGE has duly enacted and approved Ordinance No. 319, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference, authorizing the VILLAGE to execute this Contract.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE VILLAGE AND THE COUNTY AS FOLLOWS:

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Attest:

Chauette Graham
Village Clerk

By Carman McAlister
Mayor

ST. LOUIS COUNTY, MISSOURI

By _____
County Executive

Attest:

Deputy Administrative Director

Approved:

ST. LOUIS COUNTY
BOARD OF POLICE COMMISSIONERS

Chief of Police
St. Louis County Police Department

By _____
Chairman

Approved:

Risk and Insurance Manager

Approved as to Legal Form:

County Counselor

Approved:

Accounting Officer

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