

BILL NO. 498

ORDINANCE NO. 498

AN ORDINANCE AUTHORIZING AND DIRECTING THE CHAIRMAN OF THE BOARD OF TRUSTEES OF THE VILLAGE OF UPLANDS PARK TO ENTER INTO A COMMUNICATION SERVICES CONTRACT WITH MUNICIPAL RADIO SYSTEM.


WHEREAS, the Village of Uplands Park is authorized by the Village Municipal Code to enter into a contract with the Municipal Radio System for communication services;

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

Section 1. The Chairman of the Board of Trustees of the Village of Uplands Park is hereby authorized and directed to execute and enter into a contract, attached hereto and incorporated by reference, on behalf of the Village of Uplands Park with Municipal Radio System for communication services.


Section 2. This ordinance shall be in full force and effect upon the passage of this ordinance and after being duly signed by the Chairman of the Board of Trustees and attested by the Village Clerk.

This Bill was passed and approved this ___ day of _____, 2012, by the Board of Trustees of the Village of Uplands Park, Missouri after having been read by title or in full two times prior to passage.


Henry Iwenofu, Chairman

August 21, 2012

ATTEST:


Shirley Watkins, Village Clerk

COMMUNICATIONS SERVICES CONTRACT

between

MRS and Village of Uplands Park

This Contract is made as of the 10th day of September, 2012, between Municipal Radio System, a Missouri non-profit corporation (hereinafter referred to as "MRS"), and Village of Uplands Park, a municipality in St. Louis County, Missouri, (hereafter referred to as "CITY").

WHEREAS, MRS holds a license from the Federal Communications Commission to operate a short-wave radio station and is engaged in the business of providing centralized dispatching services, radio communications, and REJIS access to assist member municipalities in providing law enforcement services, and

WHEREAS, CITY's governing body and officials have passed and approved Ordinance No. _____ on the _____ day of _____, 20__, authorizing CITY to make this Contract.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties hereby mutually agree:

1. Description of Services. MRS will provide dispatching services, radio communications, and REJIS terminal services for CITY 24 hours per day, 7 days per week, to the mobile and portable communication units operated by the CITY's police department. MRS will dispatch and communicate over one frequency common to all municipalities with which it contracts and will conduct its services from one location. Choice of frequency and location rest in the sole discretion of MRS.
2. Definitions. The term "service month" shall mean a calendar monthly period during which contract services have been rendered by MRS to CITY. Each service month shall be billed by MRS to CITY as soon as practical before the beginning of the next month.
3. Billings and Payment. CITY agrees to timely and fully pay the charge for service each month no later than the last day of the month that it receives a statement; thereafter any unpaid balance shall be delinquent. The parties agree the charge by MRS to CITY for each "service month" shall be the sum of \$500.00 per month; if in default, plus (a) an amount representing CITY's percentage use of total radio calls received by MRS during the service month applied against MRS's current monthly operations budget, plus (b) any surcharge, applicable to all member municipalities, that may be approved by the MRS Board of Directors for a specific purpose, including, but not limited to, increasing the financial reserves of MRS and making capital acquisitions. MRS shall have the right to apply any payments received against unpaid billings in any manner MRS elects.

4. Delinquent Assessment. CITY agrees that the unpaid balance of any bill for a service month which has been at least one month delinquent shall, at the sole option of MRS, then be subject to an additional delinquent assessment equal to one and one-half (1-1/2%) percent per month of the unpaid balance for each month it remains unpaid. In the event that an attorney files suit on behalf of MRS against CITY to recover delinquent assessments, CITY also agrees to pay all attorney's fees and costs incurred by MRS in connection with such suit to collect any delinquent or disputed amounts owed by CITY. This provision shall also apply to many months performed prior to the effective date of this contract.

5. Termination for non-payment. If, at any time, CITY shall is one month delinquent, MRS shall have the option, at its sole discretion, and without any obligation or liability whatsoever, to terminate this Contract and all services hereunder upon giving at least five (5) days written notice to CITY at its city hall or other place of government. This provision shall also apply to any months performed prior to the effective date of this contract. Upon termination of a CITY by MRS for non-payment, CITY agrees to pay MRS, in addition to the unpaid billing, the balance of any surcharge assessed by MRS for capital acquisitions.

6. Term of Contract and Renewal. This Contract shall take effect upon payment and receipt of \$800.00 from City and thereafter shall automatically renew on the first day of each month following the initial payment, unless either party gives the other written notice of its intent to terminate (i.e. not renew) no later than twenty (20) days prior to renewal. If CITY terminates this agreement by non-renewal after providing the requisite notice, CITY agrees to pay MRS the balance of any surcharge assessed by MRS for capital acquisitions. The only exception to this termination clause shall be the procedure for termination of a city by MRS for non-payment set forth in Paragraph 5 above.

If the CITY terminates this agreement without providing the requisite notice, CITY agrees to pay MRS, as liquidated damages, a sum equal to the average of the charges to CITY for the prior six (6) months, multiplied by the number of months remaining under the term of this agreement, plus the balance of any surcharge assessed by MRS for capital acquisitions.

7. CITY Equipment. CITY shall provide for and bear the cost of (a) the modification and /or replacement of any CITY radio and communication equipment presently in use as necessary to convert such equipment to compatibility with existing MRS equipment and to meet Federal Communications Commission regulations, and (b) the maintenance and repair of CITY's individual mobile and portable radio units and its other communication equipment.

8. The Board of Directors. MRS shall be governed by a Board of Directors, which shall consist of one director from each member municipality. CITY shall designate its representative to the Board of Directors.

9. Governing Rules. CITY agrees on behalf of itself and its officials to be bound and abide by all by-laws, resolutions, rules, regulations and policies presently in effect or hereafter promulgated by MRS relating to MRS operations, procedures, systems, equipment and personnel.

10. MRS Employees. All personnel employed to perform the service obligations of MRS under this Contract shall be employees of MRS, not CITY. MRS shall be solely responsible for all decisions concerning the hiring, training, supervision, discipline and termination of such employees, and shall be solely responsible for the payment of wages, benefits and insurance coverage relating to such employees.

11. CITY to Provide. CITY shall provide MRS with (a) a fully executed original of this Contract; (b) a fully executed certified copy of the Authorization Ordinance; and (c) an annual letter by the June meeting of MRS designating its representative to the Board of Directors.

12. Total Agreement. This Contract supersedes all prior agreements, contains the complete and total agreement of the parties and all agreements, understandings or representations entered into prior to or contemporaneously with the execution of this contract are excluded, whether oral or in writing. This Contract may be modified only by written document executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Contract in St. Louis County, Missouri, this day and year first above written.

MUNICIPAL RADIO SYSTEM ("MRS")

VILLAGE OF UPLANDS PARK ("CITY")

 Name:
 Title:

 Name:
 Title: