



CITY OF BALLWIN
14811 Manchester Road, Ballwin, MO 63011

BILL NO. 3872

ORDINANCE NO.

INTRODUCED BY
ALDERMEN TERBROCK, FINLEY, STALLMANN, SCHWENT, FLEMING, LEAHY, KERLAGON, BOLAND

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE AN AGREEMENT WITH THE EMERGENCY COMMUNICATIONS COMMISSION FOR DISPATCH EQUIPMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin, Missouri, is hereby authorized to execute the Agreement attached hereto with the Emergency Communications Commission for Dispatch Equipment.

Section 2. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this _____ day of _____, 2015. _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2015. _____
TIM POGUE, MAYOR

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR

**USER AGREEMENT FOR DISPATCH EQUIPMENT
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, 2014, by and between ST. LOUIS COUNTY, MISSOURI, acting for the St. Louis County Emergency Communications Commission, hereinafter referred to as "ECC"; and _____, hereinafter referred to as "Agency";

Location of Dispatch Center: _____

WITNESSETH:

WHEREAS, ECC has entered into a contract with Motorola Solutions, Inc. ("Motorola") whereby Motorola is obligated to design, deliver, install, test, and maintain a county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the "System");

WHEREAS, ECC intends to provide dispatch equipment to Agency to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, Agency is authorized to enter into this Contract by Ordinance No. _____, and ECC is authorized to enter into this Contract by Ordinance No. 25,154;

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Dispatch Equipment - video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics, cabling, wiring and related equipment and accessories, but excluding work station furniture.

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems but excluding Subscriber Radios, Dispatch Equipment, fiber optic cables or other transmission lines leased or owned by Agency.

Site – Agency-owned site or sites where the Dispatch Equipment and ancillary Infrastructure will be installed, as identified above.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, after it is installed, tested and accepted, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.
- c. Agency shall commit to transitioning its operations to the System and, upon so doing, relinquishing unused VHF/UHF frequencies and associated licenses within its control. Agency shall cooperate with the ECC to develop a list of such frequencies, in compliance with the FCC Order dated February 21, 2012, DA 12-245, WT Docket 99-87.

3. **Title and Ownership of Infrastructure, Dispatch Equipment and Work Station Furniture.**

- a. ECC agrees to furnish and install the Dispatch Equipment specified in **Exhibit A-1** which is appended hereto and made a part of this Agreement. Agency agrees to comply with all provisions of this Agreement. Agency must provide space for such equipment, including space at each dispatch position for a parallel console position to be installed during the cutover process if required. The Infrastructure and the Dispatch Equipment shall always be owned by the ECC and shall not be a fixture of the Site. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the Infrastructure and the Dispatch Equipment provided that such removal does not materially damage Agency's property and ECC agrees to return the Agency's property back to its original condition. Agency will not permit any third party to use the Infrastructure or the Dispatch Equipment for any purpose. Agency shall not transfer, sell, give or otherwise dispose of any of the Infrastructure or the Dispatch Equipment without the written consent of the ECC. The agency shall be responsible for any old equipment, furniture, and fixtures, and will be responsible for their disposition and/or disposal.
- b. ECC agrees to furnish and install the work station furniture specified in **Exhibit A-2** which is appended hereto and made a part

of this Agreement. Agency agrees to accept ownership of the work station furniture upon receipt and comply with all provisions of this Agreement. Agency shall not transfer, sell, give or otherwise dispose of any of the work station furniture without the written consent of the ECC.

- c. During the term of this Agreement, ECC may purchase additional Infrastructure and/or Dispatch Equipment and/or work station furniture for installation at the Site. ECC and Agency agree that the provisions of this Agreement will apply to all such additional installations. ECC shall, upon each additional installation, provide Agency with an updated **Exhibit A-1** and/or **A-2**, which the parties agree may be added to this Agreement as an amendment signed by both parties.
- d. Agency understands and agrees that it will be primarily responsible for funding and procuring additional Dispatch Equipment (including supporting infrastructure equipment) in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional features or substitutions that it requests.
- e. Should Agency desire that ECC purchase additional Dispatch Equipment on Agency's behalf, Agency shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. Agency shall be responsible for reimbursing ECC for the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. After ECC receives payment for the initial costs associated with purchasing and installing the equipment, ECC will transfer title and ownership of such equipment to Agency.

4. **Access.** Agency shall provide ECC will reasonable access to each Site as necessary for ECC to review, install, test, program, inspect, maintain or repair any Infrastructure and any Dispatch Equipment (see Section 8).

5. **Installation Review; Subsequent Interference.** ECC may perform an installation review of each Site prior to installation of the Infrastructure and Dispatch Equipment at that Site. Agency may be required to provide ECC with accurate site and/or physical network diagrams or maps of a Site prior to the installation review. ECC may directly or through its agents inspect the Site before beginning installation, and shall satisfy itself that safe installation and proper operation of the Infrastructure and Dispatch Equipment is possible in the space provided by Agency.

6. **Site Preparation.** To ensure proper installation of the Infrastructure and Dispatch Equipment, Agency may be required to provide accurate physical network diagrams and/or maps prior to installation.

7. **Installation and maintenance.** ECC will schedule one or more installation visits with Agency. Agency's authorized representative must be present during installation. Agency

shall be responsible for access paths, moving or relocating furniture, furnishings, or other preparation activities necessary for ECC to install the Dispatch Equipment. ECC will install, maintain, service, operate and upgrade the Infrastructure and Dispatch Equipment on the Site. The ECC will oversee and manage Motorola and other contractors authorized to install, maintain, upgrade and support the System. Upon request, the ECC will provide Agency with copies of the bonds and certificates of insurance of such contractors. All plans and specifications shall be submitted to and approved by the Agency's Public Works Director prior to construction, which approval shall not be unreasonably withheld, conditioned or delayed. ECC shall have the right to modify the installation of the Infrastructure and the Dispatch Equipment with the prior written approval of Agency's Director of Public Works, which approval shall not be unreasonably withheld. ECC will repair any damage to the Site caused by ECC or ECC's employees or agents, and will restore any disturbed pavement or landscaping as reasonably required by Agency. Agency shall keep the Site in as good condition and repair as presently exists. Agency is responsible for all utilities required by its use of the Infrastructure and the Dispatch Equipment, with the exception of fiber network connectivity which shall be provided by the ECC. Agency shall not modify dispatch equipment nor install additional software or applications to any equipment/service provided or owned by the ECC.

8. **Ongoing Visits.** ECC will need access to the Site from time to time for inspecting, constructing, installing, operating and maintaining the Infrastructure and the Dispatch Equipment. ECC staff are employees of the St Louis County Police Department and, as such, have passed background investigations as required by CJIS regulations. Except in emergency situations, ECC will obtain approval from Agency (not to be unreasonably withheld or delayed) before entering the Site. At ECC's request, a representative designated by Agency, will accompany ECC's employees or agents into any part of the Site for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Infrastructure and/or the Dispatch Equipment.

9. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Dispatch Equipment. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

10. **Dispatch Equipment Inventory Control.** Agency shall inspect each of the items of Dispatch Equipment upon receipt to make sure it is in good working order and free from defects and malfunctions. If each of the items is found free from defects/malfunctions Agency shall indicate its acceptance of each item on the Inventory Control Form, a sample of which is attached to this Agreement as **Exhibit C**. If any of the items is found to be defective and/or malfunctioning Agency shall describe the defects/malfunctions on the Inventory Control Form and promptly provide the form to the Director of Emergency Communications for ECC by fax or e-mail. Upon request, Agency will provide a written inventory of each of the items to the Emergency Communications Director. The report shall be in a format approved by the ECC.

11. **Property and Casualty Insurance.** ECC agrees to maintain such property and casualty insurance as it deems appropriate on the Infrastructure and the Dispatch Equipment owned by the ECC. Although the ECC will pay for maintenance coverage (See Section 13) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of any Dispatch Equipment caused by the Agency will be the responsibility of the Agency.

12. **Dispatch Equipment**

- a. Maintenance & Support – The ECC will be responsible for the technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Dispatch Equipment and associated components. The ECC will oversee and manage contractors authorized to maintain and support the Dispatch Equipment and Infrastructure.
- b. Physical Security – Agency will ensure that reasonable physical security measures are taken to protect the Dispatch Equipment and any Infrastructure that is located on the Site.
- c. Critical System Data – The ECC will ensure that all System data and custom configurations are regularly backed up and secured in an off-site protected location, in accordance with St Louis County standards and best practices.
- d. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- e. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- f. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Dispatch Equipment, including contingency funding to address unforeseen emergency requirements.

13. **Dispatch Equipment Warranty and Maintenance.** The ECC will provide the 1-year warranty as described in the Motorola Contract, subject to the exclusions, limitations, conditions and disclaimers stated therein. To the extent that ECC has sufficient funds available,

the ECC will fund the annual maintenance costs for the Dispatch Equipment for the five-year post-warranty period, subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the items of Dispatch Equipment as recommended by the manufacturer and standard operating procedures. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency.

14. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Dispatch Equipment or the associated components.

15. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Dispatch Equipment. Motorola will conduct training classes as described in the Motorola Contract, and Agency will be invited to participate in such training.

16. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Dispatch Equipment for all of their operations.

17. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

ECC:

Director of Emergency Communications
St. Louis County Police Department
7900 Forsyth Blvd.
Clayton, Missouri 63105
Fax: _____

With a copy to:

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

AGENCY:

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.

18. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Dispatch Equipment, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Dispatch Equipment or the System. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

19. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2019 unless sooner terminated pursuant to Section 20 or Section 21. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost (except as otherwise provided herein) to achieve the common goal of enhanced communications.

20. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 15A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

20A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present

their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

21. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

22. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

23. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

24. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the ECC the _____ day of _____, 2014.

Executed by the Agency the _____ day of _____, 2014.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.

COUNTY OF ST. LOUIS

Chairman, Emergency Communications
Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF

By: _____
Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 201__, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency 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:

EXHIBIT A-1 – DISPATCH EQUIPMENT

| SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT A-2 - WORK STATION FURNITURE

| SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT B –COUNTYWIDE RADIO SYSTEM POLICIES ADOPTED MAY 10, 2012

| SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT C – INVENTORY CONTROL FORM

| SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT A1 : DISPATCH ELECTRONICS

Dispatching Agencies

CITY OF BALLWIN, MISSOURI - POLICE DEPARTMENT

QTY	RADIO DISPATCHER CONSOLES
3	MCC 7500 RADIO DISPATCH CONSOLE AND ACCESSORIES

QTY	ASSOCIATED BACKROOM ELECTRONICS / NETWORKING EQUIPMENT
1	MCC 7500 RADIO CONSOLE NETWORKING SUPPORT RACK
3	BACKUP CONSOLETTTE RADIOS/ACCY'S AND REMOTE DESKSETS
1	UNINTERRUPTIBLE POWER SUPPLY-CABINET MOUNTED

Signature indicates agency acknowledges Exhibit A as the allocation of Dispatch Agency Radio Dispatch and Equipment agrees to the quantities and equipment types listed. This Exhibit can be ammended at a later date and any ammendment will be presented for separate signature.

X

Authorized Agency Signature

Title

Print Name

Date

EXHIBIT A2 : WORKSTATION FURNITURE

Dispatching Agencies

CITY OF BALLWIN, MISSOURI - POLICE DEPARTMENT

Item #	Item Description	Quantity	Unit Price	Total Price
10100	1000 Office Chair	1	1000.00	1000.00
10200	1000 Office Chair	1	1000.00	1000.00
10300	1000 Office Chair	1	1000.00	1000.00
10400	1000 Office Chair	1	1000.00	1000.00
10500	1000 Office Chair	1	1000.00	1000.00
10600	1000 Office Chair	1	1000.00	1000.00
10700	1000 Office Chair	1	1000.00	1000.00
10800	1000 Office Chair	1	1000.00	1000.00
10900	1000 Office Chair	1	1000.00	1000.00
11000	1000 Office Chair	1	1000.00	1000.00
11100	1000 Office Chair	1	1000.00	1000.00
11200	1000 Office Chair	1	1000.00	1000.00
11300	1000 Office Chair	1	1000.00	1000.00
11400	1000 Office Chair	1	1000.00	1000.00
11500	1000 Office Chair	1	1000.00	1000.00
11600	1000 Office Chair	1	1000.00	1000.00
11700	1000 Office Chair	1	1000.00	1000.00
11800	1000 Office Chair	1	1000.00	1000.00
11900	1000 Office Chair	1	1000.00	1000.00
12000	1000 Office Chair	1	1000.00	1000.00
12100	1000 Office Chair	1	1000.00	1000.00
12200	1000 Office Chair	1	1000.00	1000.00
12300	1000 Office Chair	1	1000.00	1000.00
12400	1000 Office Chair	1	1000.00	1000.00
12500	1000 Office Chair	1	1000.00	1000.00
12600	1000 Office Chair	1	1000.00	1000.00
12700	1000 Office Chair	1	1000.00	1000.00
12800	1000 Office Chair	1	1000.00	1000.00
12900	1000 Office Chair	1	1000.00	1000.00
13000	1000 Office Chair	1	1000.00	1000.00
13100	1000 Office Chair	1	1000.00	1000.00
13200	1000 Office Chair	1	1000.00	1000.00
13300	1000 Office Chair	1	1000.00	1000.00
13400	1000 Office Chair	1	1000.00	1000.00
13500	1000 Office Chair	1	1000.00	1000.00
13600	1000 Office Chair	1	1000.00	1000.00
13700	1000 Office Chair	1	1000.00	1000.00
13800	1000 Office Chair	1	1000.00	1000.00
13900	1000 Office Chair	1	1000.00	1000.00
14000	1000 Office Chair	1	1000.00	1000.00
14100	1000 Office Chair	1	1000.00	1000.00
14200	1000 Office Chair	1	1000.00	1000.00
14300	1000 Office Chair	1	1000.00	1000.00
14400	1000 Office Chair	1	1000.00	1000.00
14500	1000 Office Chair	1	1000.00	1000.00
14600	1000 Office Chair	1	1000.00	1000.00
14700	1000 Office Chair	1	1000.00	1000.00
14800	1000 Office Chair	1	1000.00	1000.00
14900	1000 Office Chair	1	1000.00	1000.00
15000	1000 Office Chair	1	1000.00	1000.00

Signature indicates agency acknowledges Exhibit A2 as the allocation of Dispatch Agency Workstation Furniture and/or accessories. Agency also agrees to the quantities and equipment types listed. This Exhibit can be amended at a later date. Any amendment will be presented for separate signature.

X

 Authorized Agency Signature

 Title

 Print Name

 Date

Saint Louis COUNTY

EMERGENCY COMMUNICATIONS COMMISSION

COUNTYWIDE RADIO SYSTEM Adopted May 10, 2012

1.0 Purpose

This document sets forth the policies for the distribution, ownership, technical support, maintenance, and operation of the countywide radio system, associated subsystems, and subscriber radios as provided by the St Louis County Emergency Communications Commission (ECC).

2.0 Definitions

2.1 Infrastructure – shall include all fixed electronic and civil components that make up the Countywide Radio System Network. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide radio recording systems.

2.2 Radio Dispatch Consoles & Subsystems – shall include video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics.

2.3 Subscriber Radios – shall include all mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desk sets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

3.0 Infrastructure

3.1 System Design & Construction – The ECC will be responsible for all system design, site acquisition, construction, testing, cutover, and acceptance activities for the countywide radio system. Concentration will be given to outdoor coverage and building penetration, inter-agency interoperability, system redundancy, and network survivability.

Exhibit B

- 3.2 Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the countywide radio system and all of its components listed in 2.1 above. The ECC will oversee and manage contractors authorized to maintain and support the system.
- 3.3 Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the remote (unstaffed) equipment sites of the countywide radio network.
- 3.4 Critical System Data – the ECC will ensure that all system data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St Louis County Standards and Best Practices.
- 3.5 Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills.
- 3.6 Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the countywide radio system. The ECC will investigate and remediate any complaints of interference or substandard performance of the system.
- 3.7 System Inventory – The ECC shall be responsible to maintain and update an inventory of the infrastructure components of the countywide radio system, in accordance with the fixed asset policies of St Louis County.
- 3.8 System Funding – The ECC shall, on an annual basis, budget sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the countywide radio system, including contingency funding to address unforeseen emergency requirements.
- 4.0 Subscriber Radios
 - 4.1 Subscriber Radios - The ECC will be responsible for the procurement, installation, and programming of the subscriber radios for all user agencies within St Louis County. The ECC's responsibility for procurement and installation of such subscriber

radios is limited to the initial project allocation for each agency, and does not extend to individual agency program growth, or the need for additional radios in the future – in such cases, individual agencies must fund and procure their own additional radios. Initial project allocation of radios to individual agencies will be handled in accordance with 4.2 below.

- 4.2 Allocation of Subscriber Radios – In general, the ECC will provide to each approved user agency one like-for-like replacement subscriber radio (see 4.3, 4.4, and 4.5 below) for each operational subscriber radio owned by the individual agency; in addition, a like-for-like replacement may be provided for non-functioning user agency radios that failed in the past two years, and that were not replaced by that agency in anticipation of the ECC radio allocations. Stockpiled radios that are not in service will not be replaced by the ECC. Final decision on individual radio allocations will be made by ECC staff.
- 4.3 Law Enforcement Subscriber Radios – The standard mobile radio for law enforcement agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for law enforcement agencies shall be the Motorola APX6000 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.4 Fire/EMS Subscriber Radios – The standard mobile radio for fire/EMS agencies shall be the Motorola APX7500 dual-band (800MHz/VHF) model. The standard portable radio for fire/EMS agencies shall be the Motorola APX7000XE dual-band (800MHz/VHF) “extreme environment” model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.5 Local Government Subscriber Radios – The standard mobile radio for local government agencies shall be the Motorola XTL2500 (800MHz) model. The standard portable radio for local government agencies shall be the Motorola XTS2500 (800MHz) model. Both include P25, GPS, and Over-The-Air Programming (OTAP) functionality. The ECC shall provide one battery and single-unit charger for each portable radio.
- 4.6 Spare Portable Subscriber Radios – The ECC shall procure and allocate a reasonable number of spare portable radios to agencies

as deemed appropriate. Final decision on spare portable radio allocations will be made by ECC staff.

- 4.7 Additional Subscriber Radio Accessories – The ECC may procure and distribute extra portable radio batteries and multi-unit chargers to agencies as deemed appropriate. Final decision on such items will be made by ECC staff.
- 4.8 Additional Subscriber Radio Features/Model Substitutions – Unless otherwise provided, agencies desiring additional subscriber radio features (such as encryption) or radio model substitutions (dual-band in place of single band) must fund the difference in cost.
- 4.9 Data Conversion – Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies.
- 4.10 Fleetmapping & Interoperability Template Design – The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for all user agencies. This will include design of specific talk groups to meet the routine needs of individual agency operations.
- 4.11 Title and Ownership – Upon receipt of subscriber radios from the ECC, title and ownership of said units will pass to the receiving agency. Such equipment shall not be disposed of in any manner without the express consent of the ECC.
- 4.12 Subscriber Radio Maintenance – The ECC will be responsible to fund the annual depot maintenance contract for all user agency subscriber radios provided by the ECC. Such coverage shall continue for a period of six (6) years following system acceptance (one year warranty + five years post-warranty maintenance). The ECC will also pay for the five-year post-warranty maintenance cost for any subscriber radios that are purchased directly by user agencies due to growth, new programs, etc. from the ECC contract for use on the radio system. Individual user agencies will be responsible to coordinate subscriber repair scheduling and/or drop-off with the contractor. Billable radio repairs caused by accident and/or radio misuse will be the responsibility of the user agency.
- 4.13 Memorandum of Understanding (MOU) – Each user agency that receives subscriber radio equipment from the ECC must sign an MOU agreeing to 4.1 through 4.12 above, and to operate all radio equipment in accordance with ECC policy and FCC regulations.