

**BILL NO. 2182**

**ORDINANCE NO. 2182**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI ACTING FOR THE ST. LOUIS COUNTY EMERGENCY COMMUNICATIONS COMMISSION FOR NEXT GENERATION 9-1-1 SERVICE.**

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

**WHEREAS**, the sharing of 9-1-1 components such as networks, servers, address databases, call handling and voice recording equipment, along with the ability to transfer and handle voice calls more efficiently over a redundant network, are all improvements over the existing system; and

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

**WHEREAS**, the ECC is securing services that interact with the system as-a-whole and thus agreements, negotiations, installations and implementations are conducted on a county-wide basis. The ECC will act on behalf of all Public Safety Answering Points to acquire the necessary circuits, hardware, software and services to operate the NG9-1-1 service; and

**WHEREAS**, the existing agreements between St Louis County and governmental entities participating in the Emergency 9-1-1 System require amendment to include the many features now available within the NG9-1-1 System and to include mandatory components currently provided but not within the original agreements; and

**WHEREAS**, a copy of this bill has been made available for public inspection prior to its consideration by the Council and read by title two times in an open meeting prior to passage; and

**WHEREAS**, the City Council desires to and finds it in the best interests of the City to enter into a Contract with St. Louis County, Missouri acting for the ECC for Next Generation 9-1-1 Service.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LADUE, MISSOURI, AS FOLLOWS:**

**Section 1.** The City Council hereby authorizes the Mayor to execute on behalf of the City a Contract with St. Louis County, Missouri acting for the ECC, in substantially the form of Exhibit A incorporated herein by reference (the “Contract”), including all documents specified in the Contract as being part of the Contract.

**Section 2.** This Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

**PASSED THIS 26TH DAY OF MARCH, 2018.**

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President, City Council

**APPROVED AND ADOPTED THIS 26TH DAY OF MARCH, 2018.**

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Nancy Spewak, Mayor

**ATTEST:**

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Laura A. Rider, City Clerk

## **EXHIBIT A**

The Contract

## CONTRACT FOR NEXT GENERATION 9-1-1 SERVICE

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

Public Safety Answering Point(s) utilized by PARTICIPANT: (ex. "Central County 911 for Fire, STLCOPD for Police") \_\_\_\_\_

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

WHEREAS, ECC, through a State of Missouri cooperative contract, has acquired the services of CTS Language Link to provide telephone interpreter services ("Language Interpreter Service") in conjunction with the operation of the St. Louis County 9-1-1 system;

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

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

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

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

NOW, THEREFORE, the parties agree as follows:

1. ECC hereby grants PARTICIPANT permission to use the System, after it is installed, tested and accepted, and the Language Interpreter Service subject to the following:
  - a. PARTICIPANT 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 Contract, which shall control).

- b. PARTICIPANT shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations.

2. Except as otherwise provided herein, the ECC shall be responsible for paying GDIT for its services pursuant to the GDIT Contract. The ECC has the sole authority to amend or modify the GDIT Contract and to authorize and order all additions, deletions and alternations to the System. Should PARTICIPANT desire that ECC purchase additional NG9-1-1 equipment, network components or circuits on PARTICIPANT's behalf, PARTICIPANT shall sign an addendum to this Agreement that specifically identifies the additional equipment and the costs associated with it. PARTICIPANT shall be responsible for paying the actual costs of such equipment, including any associated costs for installing, maintaining, repairing, extended warranty and/or upgrading such equipment. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations, which shall always be owned by the ECC.

3. PARTICIPANT agrees to permit the installation of the necessary NG9-1-1 equipment, network components, and circuits and will make such other equipment installations, changes and answering point modifications in sufficient time to permit system testing and training of dispatchers within the time frames established by the ECC. All such equipment, network components and circuits shall always be owned by the ECC and shall not be a fixture of the PSAP. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the equipment, network components and circuits provided that such removal does not materially damage PARTICIPANT's property and ECC agrees to return PARTICIPANT's property back to its original condition. PARTICIPANT will not permit any third party to use the equipment, network components or circuits for any purpose. PARTICIPANT shall not transfer, sell, give or otherwise dispose of any of the equipment, network components or circuits without the written consent of the ECC.

4. During the term of this Agreement, ECC may purchase additional NG9-1-1 equipment, network components, and circuits for installation at the PSAPS. ECC and PARTICIPANT agree that the provisions of this Agreement will apply to all such additional installations. PARTICIPANT understands and agrees that it will be primarily responsible for funding and procuring additional NG9-1-1 equipment, network components and circuits (including supporting equipment) in the event of growth of its individual programs or change in location(s) of PARTICIPANT's designated PSAPs. PARTICIPANT agrees it generally must fund any cost differences for additional features or substitutions that it requests.

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

agreements, designations and/or requests necessary to enable ECC to provide the following Next Generation 911 Services to PARTICIPANT's designated PSAPs.

The ECC intends to provide, at a minimum;

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

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

ECC:

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

With a copy to:

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

PARTICIPANT:

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

With a copy to:

Name/Title: \_\_\_\_\_

Address: \_\_\_\_\_

Fax: \_\_\_\_\_

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

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

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

9. At its sole discretion, which will be reviewed by the ECC on a yearly basis, the ECC will provide Language Interpreter Service to St. Louis County PSAPs, subject to ECC Policy 17-12, which is attached hereto as Exhibit A and incorporated by reference.

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

ST. LOUIS COUNTY

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County Executive

Attest:

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Administrative Director

Approved as to legal form:

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County Counselor

Approved:

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Risk and Insurance Manager

Approved:

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Accounting Officer

PARTICIPANT

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Notary Public

My commission expires:





Policy 17-12

June 8, 2017

**LANGUAGE INTERPRETER SERVICE**

I. **Purpose**

This document sets forth the policies for the use of the Language Interpreter service for Public Safety Answering Points (PSAP) within St. Louis County for emergency and 911 calls as provided by the St Louis County Emergency Communications Commission (ECC).

II. **General**

The ECC, through a State of Missouri cooperative contract, has acquired the services of CTS Language Link to provide telephone interpreter services in conjunction with the operation of the countywide 911 system. While this service is ancillary to the countywide 911 system, the continued support of this service will be reviewed on a yearly basis.

CTS Language Link will provide telephone interpreter service to St. Louis County PSAPs. CTS Language Link provides access to more than 240 languages and dialects, and maintains a 24 hour communications center staffed with specially trained interpreters in medical and court specific terminology, and is familiar with police and 911 protocols.

III. **Definitions**

Call Taker: A PSAP employee who receives emergency and non-emergency telephone calls for a variety of services and obtains information needed to determine an appropriate course of action.

Dispatch Related Call: A 911/emergency call received in a PSAP and handled by a PSAP call taker to obtain information for dispatching public safety services.

Emergency Communications Network (ECN): St. Louis County staff employees of the ECC.

Investigative Use: An inquiry in an attempt to learn the facts of an incident or an offense beyond the initial information needed to dispatch a call for public safety services.

Limited English Proficiency: A person who is not fluent in the English language.

PSAP: Public Safety Answering Point.

#### IV. Policy

The ECC will provide a Language Interpreter service to PSAPs for the sole use and purpose of enhancing and expediting 911 and emergency calls with limited English proficiency Limited English Proficiency (LEP) callers. The service is not intended for use in an investigative capacity outside of the initial 911/emergency call received by the PSAP.

Law enforcement agencies; whether in control of their own PSAP, contracting communication services with another PSAP or agency, or part of a cooperative communications center, are not covered under this service for investigative and non-911/emergency related calls.

CTS Language Link billing data will be reviewed to assure compliance with ECC policy. Any charges associated with a PSAP or law enforcement agencies, which are not compliant with ECC policy will be responsibility of that PSAP or law enforcement agency. It is the responsibility of agencies to obtain a Language Interpreter service for their investigative and general LEP operational needs.

#### V. Procedure

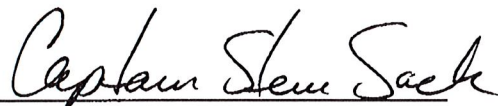
- A. Each PSAP will receive a toll-free telephone number and specific PSAP identification number for CTS Language Link to the ECC provided service.
  - 1. The toll-free telephone and PSAP identification numbers is not to be distributed, released, shared, or utilized by anyone not employed within the PSAP.
  - 2. The service is only to be used to facilitate 911 and emergency calls with LEP clients to dispatch a call for public safety services.
- B. Once connected the CTS Language Link a customer service representative will inquire from the Call Taker what language they need and connect the Call Taker to a qualified interpreter. In the event the Call Taker does not know the language needed, the Call Taker should attempt to inquire from the caller/client what country they are from to relay the country of origin to the CTS Language Link customer service representative.
- C. The CTS Language Link interpreter functions as a communications link between the 911 caller with LEP and the Call Taker. The interpreter will rely on the Call Taker to direct the questions on the call from the 911 caller. The Call Taker shall avoid slang, jargon, acronyms or technical terms that may not interpret well into another language or culture.
- D. Interpreters will identify themselves by a first name and ID number provided by CTS Language Link for documentation on the call.

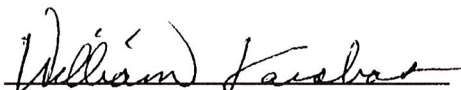
- E. As the historical data shows the length of a LEP call range is from 2 to 19 minutes, calls exceeding 19 minutes will be audited by ECN staff to determine the nature of the call. If a call is discovered to be a non-911 or dispatch communications related call, or the call was for investigative use, the PSAP agency or police department associated with the call will be held financially responsible. The ECC will submit an invoice to the Agency department head for reimbursement; the invoice will include all charges related to the call and any related chargeable cost incurred by CTS Language Link to conduct the audit.

VI. Memorandum of Understanding

This policy is covered under the MOU signed by PSAP user on the NG911 system.

Approved by the Emergency Communications Commission on JUNE 8, 2017.

  
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Director, ECC

  
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Chairman, ECC