BOARD BILL# 167 INTRODUCED BY ALDERWOMAN JENNIFER FLORIDA ALDERMAN CRAIG SCHMID

An Ordinance authorizing and directing the Mayor, on behalf of the City of St. Louis, to enter into and execute an Intergovernmental Agreement with Amendment with Madison County, Illinois; Monroe County, Illinois; St. Clair County; Illinois; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri regarding Regional interoperability in connecting the P-25-700/800 MHz radio systems through a digital radio microwave system linking the City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri with Madison County, Illinois; Monroe County, Illinois; and St. Clair County, Illinois to the two regional network controllers and the Starcom-21 Network controller, and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION ONE. The Mayor is hereby authorized and directed, on behalf of the City of St. Louis, to enter into and execute an Intergovernmental Agreement with Amendment with Madison County, Illinois; Monroe County, Illinois; St. Clair County; Illinois; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri. Said Intergovernmental Agreement shall be substantially in words and figures the same as the attached Agreement, which is made part of this Ordinance and is on file with the Register's Office.

SECTION TWO. Emergency Clause. This being an Ordinance for the immediate preservation of public peace, health and safety, it is hereby declared to be an

immediate measure within the meaning of Sections 19 and 20 of Article IV of the Charter of the City of St. Louis and therefore this Ordinance shall become effective immediately upon its passage and approval by the Mayor.

Inter-Governmental Agreement by and between

Madison County, Illinois; Monroe County, Illinois; St. Clair County; Illinois; City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri

REGARDING:

Regional interoperability in connecting the P-25-700/800 MHz radio systems through a digital radio microwave system linking the City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri with Madison County, Illinois; Monroe County, Illinois; and St. Clair County, Illinois to the two regional network controllers and the Starcom-21 Network controller.

THIS AGREEMENT is entered into by and between Madison County, Illinois; Monroe County, Illinois; St. Clair County, Illinois; City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri (hereinafter referred to as the "REGION") pursuant to the provisions of Title VI, Chapter 70 of the Missouri Revised Statutes and Chapter 5, Act 220 §§ 1 – 16 of the Illinois Compiled Statutes.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I—PURPOSE

A) The purpose of this AGREEMENT is:

1) To define the rights and obligations of REGIONAL ENTITIES and the REGION with respect to the coordinated operation of the REGIONAL NETWORK for regional use during incidents which require a multi-agency, regional response.

2) To define the rights and obligations of REGIONAL ENTITIES in regard to permitting a MEMBER AGENCY or APPLICANT to join and participate in the REGIONAL NETWORK.

3) To establish basic guidelines for the use of shared communications resources and promote standardization of policies, procedures, and programs in regard to public safety within the REGION.

4) To create a place for the resolution of operational, technical, or working issues that may arise between REGIONAL ENTITIES and their PUBLIC SAFETY ENTITIES, in regard to the REGIONAL NETWORK.

5) To create a framework for APPLICANTS, AUTHORIZED USERS, and MEMBER AGENCIES, through REGIONAL ENTITY hosts, to participate in the REGIONAL NETWORK.

6) To clarify that this AGREEMENT does not apply to the use of a RADIO SYSTEM or a LOCAL DMS within a single county when such use does not extend outside of that county or does not affect the interoperability, effectiveness, capabilities, or performance of the REGIONAL NETWORK or another REGIONAL ENTITY'S LOCAL DMS.

ARTICLE II—DEFINITIONS

A) Unless otherwise indicated in this AGREEMENT, the terms used in this AGREEMENT have the meanings stated below.

1) AGREEMENT is this document, the Inter-Governmental Agreement between Madison County, Illinois; Monroe County, Illinois; St. Clair County, Illinois; City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; the Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri.

2) APPLICANT is any entity, other than an AUTHORIZED USER or MEMBER AGENCY, that is approved by the REGIONAL ENTITY and the CORE GROUP to utilize the REGIONAL DMS and/or the REGIONAL NETWORK.

3) AUTHORIZED USER is an entity that can be added to a REGIONAL ENTITY'S RADIO SYSTEM or LOCAL DMS without first seeking approval of the CORE GROUP, and includes a PUBLIC SAFETY ENTITY, or other public agency serving the REGION in an emergency response capacity.

4) BYLAWS are the governing documents of the CORE GROUP.

5) CORE GROUP is the St. Louis Regional Communications Core Group, which is a governing body that consists of up to two (2) representatives from the REGIONAL ENTITIES that provides coordination and oversight for the REGIONAL NETWORK, as provided in this AGREEMENT.

6) REGIONAL DMS (also known as the MICROWAVE SYSTEM) is the interconnected LOCAL DMS that supports wide area connectivity for the radio system in the St. Louis region and will be located within the City of St. Louis, Franklin, Jefferson, St. Charles, and St. Louis counties in the State of Missouri and Madison, Monroe and St. Clair counties in the State of Illinois.

7) FCC is the Federal Communications Commissions as established by the Communications Act of 1934.

8) LOCAL DMS refers to the digital microwave system as it operates to support the intra jurisdiction land radio system and other bandwidth uses within the City of St. Louis, Franklin, Jefferson, St. Charles, and St. Louis counties in the State of Missouri and Madison, Monroe and St. Clair counties in the State of Illinois.

9) MEMBER AGENCY is any entity, other than a REGIONAL ENTITY or AUTHORIZED USER, may own and operate its own communication system, and which has been authorized by a REGIONAL ENTITY and the CORE GROUP to utilize the REGIONAL DMS and/or the REGIONAL NETWORK.

10) NPSPAC is the National Public Safety Planning Advisory Committee.

11) OPERATIONS GROUP is the regional operations group, an advisory board to the CORE GROUP.

12) PUBLIC SAFETY ENTITY is an entity within the REGION that is wholly funded with tax monies that provides fire fighting, police, medical or other emergency services, and includes 911 Public Safety Answering Points and local public health agencies.

13) SUBSCRIBER RADIO EQUIPMENT is the portable, mobile, fixed control stations, or related hardware purchased by the individual jurisdictions for use within their individual RADIO SYSTEM.

14) RADIO SYSTEM refers to a stand-alone P-25-700/800 MHz land mobile radio systems.

15) REGION is, collectively, the following jurisdictions: Madison County, Illinois; Monroe County, Illinois; St. Clair County, Illinois; City of St. Louis, Missouri; St. Louis Metropolitan Police Department; Franklin County, Missouri; Jefferson County, Missouri; the Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri.

16) REGIONAL ENTITY is a party to this AGREEMENT who is a MICROWAVE SYSTEM owner holding legal title to, license to, and control of radio frequencies and is fiscally responsible for the maintenance of its DMS and/or RADIO SYSTEM that are components of the REGIONAL NETWORK. For purposes of this AGREEMENT, Jefferson County is a REGIONAL ENTITY that is responsible for the maintenance of the Jefferson County, Missouri DMS and the Jefferson County 911 Dispatch Board is also a REGIONAL ENTITY that is responsible for the Jefferson County, Missouri RADIO SYSTEM and the RADIO SYSTEM licenses; and the City of St. Louis is a REGIONAL ENTITY that is

responsible for the maintenance of the City of St. Louis DMS and/or RADIO SYSTEM and the St. Louis Metropolitan Police Department is also a REGIONAL ENTITY that is responsible for the City of St. Louis, Missouri's frequencies.

17) REGIONAL NETWORK is the St. Louis regional, interoperable, public safety, communications network that consists of two (2) components: the individual RADIO SYSTEMS and DMS, working together.

18) REGIONAL NETWORK ADMINISTRATOR is the person selected in accordance with Article VI of this AGREEMENT and is responsible for the oversight and reporting requirements provided in Article VI(A)(6) of this AGREEMENT as per the policies and procedures developed by the operations group.

19) REQUEST FOR ACTION is a request, other than a complaint, made to the CORE GROUP in regard to a RADIO SYSTEM, a DMS, or the REGIONAL NETWORK as a whole, and includes without limitation, requests for information, clarifications, or decisions on use.

20) STARRS is the St. Louis Area Regional Response System.

21) TECHNICAL SUBCOMMITTEE is the regional technical subcommittee, a subcommittee to the OPERATIONS GROUP.

22) WORKING GROUPS are the discipline-based regional operations working groups. The WORKING GROUPS are: Fire WORKING GROUP, Law Enforcement WORKING GROUP, Emergency Management WORKING GROUP, 911 WORKING GROUP, Hospital WORKING GROUP, and Public Health WORKING GROUP.

ARTICLE III—COOPERATION

A) The parties to this AGREEMENT will cooperate and use their best efforts to fulfill their obligations under this AGREEMENT.

B) The parties to this AGREEMENT, through the auspices of the CORE GROUP, will make a good faith effort to resolve any disputes arising out of this AGREEMENT or use of the REGIONAL NETWORK in an equitable and timely manner and in accordance with this AGREEMENT.

C) The parties to this AGREEMENT will use their best efforts to adopt common procedures by which AUTHORIZED USERS, MEMBER AGENCIES, and/or APPLICANTS roam, during public safety emergencies and non-emergent situations, into REGIONAL ENTITIES which are not the host system.

ARTICLE IV—TERM

A) This AGREEMENT shall take effect upon execution by two parties hereto, and shall remain in effect for a period of ten (10) years beginning on the date that the last party to this AGREEMENT has authorized and executed this AGREEMENT.

B) If no action is taken to terminate this AGREEMENT, under Article XI, before the end of the ten (10) year term set forth above, and the REGION fails to otherwise extend this AGREEMENT before the expiration of the ten (10) year period set forth above, then the AGREEMENT shall automatically renew for up to three (3) successive five (5) year renewal terms, unless one (1) party has, no later than one (1) year prior to the end of any renewal term, delivered written notice to the other parties of its intent to withdraw its participation in this AGREEMENT, in which case the Agreement will renew as to the remaining parties.

ARTICLE V—CONFORMANCE TO INTEROPERABILITY STANDARDS

A) REGIONAL ENTITIES or their designee shall operate their RADIO SYSTEM and/or LOCAL DMS in compliance with the Appendix A: STARRS Land Mobile Communications Plan for the St. Louis Urban Area, as it may be amended from time to time by the CORE GROUP, which is appended hereto and made part of this AGREEMENT.

B) Any REGIONAL ENTITY that is operating its SUBSCRIBER RADIO EQUIPMENT as part of the REGIONAL NETWORK on a RADIO SYSTEM other than its own must comply with the technical and performance standards established or adopted by the CORE GROUP.

C) Each REGIONAL ENTITY understands and agrees that, unless otherwise provided in this AGREEMENT, it must seek the advice and approval of the CORE GROUP before the REGIONAL ENTITY takes any action that will adversely reduce the interoperability, effectiveness, capabilities, or performance of the REGIONAL NETWORK.

D) The failure of a REGIONAL ENTITY to comply with the provisions of this Article is a default as defined in Article XI of this AGREEMENT.

ARTICLE VI—REGIONAL COMMUNICATIONS CORE GROUP & OPERATIONS GROUP

A) <u>CORE GROUP.</u>

1) Subject to the limitation set forth in Article I, §6, and to assist the REGION in the administration of the REGIONAL NETWORK a CORE GROUP shall be established to develop performance and use policies that will govern all users of the REGIONAL NETWORK for regional efforts.

2) The CORE GROUP will consist of up to sixteen (16) voting members, as follows:

a) The chief executive of each REGIONAL ENTITY will appoint two (2) persons to serve as CORE GROUP members, except that Jefferson County will appoint one (1) person and the Jefferson County 911 Dispatch Board will appoint one (1) person, and the City of St. Louis will appoint one (1) person and the St. Louis Metropolitan Police Department will appoint (1) person to serve as CORE GROUP members.

3) In addition to the members described in section (A)(2) of this Article, the CORE GROUP will have the following non-voting *ex-officio* members:

a) The Chairperson of the OPERATIONS GROUP, and

b) The REGIONAL NETWORK ADMINISTRATOR.

4) The CORE GROUP, as established in section (A) of this Article, has the following duties:

a) To appoint up to forty-one (41) voting members to the OPERATIONS GROUP, as follows:

(i) One member from within each county in the REGION from ***each*** of the following: Fire, Law Enforcement, Emergency Operations, and Municipal Government;

(ii) One member from within each county in the REGION from ***one*** of the following entities: 911, Health, Public Works, Transit, Hospitals, or other PUBLIC SAFETY ENTITY; and

(iii) One person, as appointed by the Executive Director of STARRS, to serve as the REGIONAL NETWORK ADMINISTRATOR.

b) To review and respond to recommendations and matters arising from the OPERATIONS GROUP, including complaints, appeals, and REQUESTS FOR ACTION.

c) To establish criteria through which any entity not a party to this AGREEMENT or an AUTHORIZED USER may participate in the use of the REGIONAL NETWORK, this will be done with the advice of the OPERATIONS GROUP.

d) To direct and authorize the OPERATIONS GROUP to review and adopt certain policies on behalf of the CORE GROUP.

e) To elect, in accordance with the BYLAWS, one (1) person to serve as Chairperson of the OPERATIONS GROUP.

f) To assist in enhancing interoperable communications within the REGION, with the States of Illinois and Missouri, the FCC, and other systems as deemed beneficial to the REGION.

B) OPERATIONS GROUP.

1) The OPERATIONS GROUP will consist of up to forty-one (41) voting members, selected in the manner stated in section (4)(a) of this Article.

2) The Chairperson of the OPERATIONS GROUP will be elected, in the manner specified in the BYLAWS, by the CORE GROUP and will serve a term of two (2) years.

3) In addition to the members described in section (B)(1) of this Article, the OPERATIONS GROUP will have the following non-voting *ex-officio* member:

   a) The Chairperson of the TECHNICAL SUBCOMMITTEE.

4) The OPERATIONS GROUP has the following duties:

   a) To develop general regional, operational policies for the RADIO SYSTEMS during regional, multi-agency responses to critical incidents and make recommendations to the CORE GROUP.

   b) To review operational matters within the purview of this AGREEMENT and recommend appropriate policies to the CORE GROUP to ensure that the operations of the RADIO SYSTEMS, DMS, and REGIONAL NETWORK as a whole, are reliable.

   c) To review applications for and make recommendations to the CORE GROUP, when appropriate, for additional "talk groups" on the REGIONAL NETWORK.

   d) To review any complaints or REQUEST FOR ACTION in regard to the performance standards for the REGIONAL NETWORK and forward recommendations to the CORE GROUP.

   e) To submit regional policies for the REGIONAL NETWORK use to the CORE GROUP for approval.

   f) To develop regional communications procedures to be utilized during critical incidents to ensure that the REGIONAL NETWORK will perform as

efficiently and effectively as possible for all users during such an incident and will submit these procedures to CORE GROUP for approval.

5) The OPERATIONS GROUP Chairperson has the following duties:

a) The OPERATIONS GROUP Chairperson will report to the CORE GROUP the activities of the OPERATIONS GROUP and present for approval recommendations of the OPERATIONS GROUP.

6) The REGIONAL NETWORK ADMINISTRATOR has the following duties:

a) To assist in the oversight and operation of the REGIONAL NETWORK, which includes but is not limited to the MICROWAVE SYSTEM;

b) To provide MICROWAVE SYSTEM data and reports, as required, as it relates to the operations of the MICROWAVE SYSTEMS; and

c) To recognize and assist in the correction of MICROWAVE SYSTEM issues and failures in a timely manner.

d) To assist, if requested, in the correction of LOCAL DMS issues and failures.

C) <u>TECHNICAL SUBCOMMITTEE.</u>

1) The TECHNICAL SUBCOMMITTEE, is a subcommittee of the OPERATIONS GROUP, and will be formed as follows:

a) The representatives from each REGIONAL ENTITY that serve on the CORE GROUP will jointly appoint one (1) technical representative to serve on the TECHNICAL SUBCOMMITTEE, for a total of up to eight (8) representatives. Except that the representative for City of St. Louis and the St. Louis Metropolitan Police Department will jointly select one (1) technical representative, and the representative for Jefferson County 911 Dispatch Board and Jefferson County will jointly select one (1) technical representative.

2) The TECHNICAL SUBCOMITTEE has the following duties:

a) To provide expertise in technical issues to the OPERATIONS GROUP, all WORKING GROUPS, the REGIONAL ENTITIES, AUTHORIZED USERS, MEMBER AGENCIES, and/or APPLICANTS in developing regional, multi-agency responses to critical incidents.

b) To make recommendations on technical issues to the OPERATIONS GROUP as applicable or required.

ARTICLE VII—COMPLAINTS & REQUEST FOR ACTION

A) A REGIONAL ENTITY can submit a complaint or REQUEST FOR ACTION to the CORE GROUP, in accordance with the procedures outlined in sections (B) – (G) of this Article, in regard to any matter relative to the operation of the RADIO SYSTEMS, REGIONAL DMS, negative effects from one LOCAL DMS on one or more other LOCAL DMS or the REGIONAL NETWORK as a whole.

B) A complaint or REQUEST FOR ACTION from a REGIONAL ENTITY relative to the performance standards for the RADIO SYSTEMS, LOCAL DMS, negative effects from one LOCAL DMS on one or more other LOCAL DMS and REGIONAL NETWORK as a whole, or other matters within the purview of the CORE GROUP, must be submitted in writing via postal mail or in person to the Core Group, Operations Group Chairperson at: East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102.

C) The OPERATIONS GROUP Chairperson will present the request to the entire OPERATIONS GROUP for review within two meetings. After review, the OPERATIONS GROUP will bring the matter to the attention of the CORE GROUP as soon as appropriate.

D) The CORE GROUP will take such action and render a disposition to the complaint or REQUEST FOR ACTION as the CORE GROUP determines to be appropriate based upon the recommendation of the OPERATIONS GROUP. The action or disposition will be in writing and will explain in reasonable detail the basis for the CORE GROUP's decision.

E) In the event that the CORE GROUP issues a directive or other such action compelling any REGIONAL ENTITY to take or refrain from certain actions and the REGIONAL ENTITY fails to comply with the CORE GROUP's instructions, such entity will be in default of this AGREEMENT, as defined in Article XI of this AGREEMENT. The CORE GROUP may suspend the REGIONAL ENTITY's right to use the REGIONAL NETWORK until such time as the REGIONAL ENTITY complies with the CORE GROUP's instructions or resolves the matter through mediation.

F) In the event that the CORE GROUP finds that a REGIONAL ENTITY to be in default of this AGREEMENT, as defined in Article XI, and such entity disagrees with the decision of the CORE GROUP, such entity must follow the dispute resolution processes provided in Article XII of this AGREEMENT.

G) The authority of the CORE GROUP does not extend to the internal operations of the independent REGIONAL ENTITIES. Any complaints or REQUESTS FOR ACTION regarding such matters will not be considered by either the OPERATIONS GROUP or the CORE GROUP.

ARTICLE VIII—APPLICANTS & MEMBER AGENCIES

A) Each REGIONAL ENTITY must follow the procedures set forth in this Article before it allows an APPLICANT or MEMBER AGENCY to use its DMS or the REGIONAL NETWORK.

B) The REGIONAL ENTITY, through a mechanism chosen by the REGIONAL ENTITY, must review a request from an APPLICANT or MEMBER AGENCY to use the REGIONAL ENTITY's LOCAL DMS.

C) After it has reviewed and approved the APPLICANT's or MEMBER AGENCY's request, if the APPLICANT's or MEMBER AGENCY's use of the REGIONAL ENTITY's DMS will have an impact on any DMS other than the sponsoring REGIONAL ENTITY's DMS, then the REGIONAL ENTITY must bring that request to the CORE GROUP for review and approval.

D) Only after both the REGIONAL ENTITY and a unanimous vote of the CORE GROUP have approved the APPLICANT's or MEMBER AGENCY's request, may the REGIONAL ENTITY permit the APPLICANT or MEMBER AGENCY to use the REGIONAL DMS or the REGIONAL NETWORK.

E) In event that the APPLICANT's or MEMBER AGENCY's request affects less than the entire REGIONAL DMS, the REGIONAL ENTITY may permit the APPLICANT or MEMBER AGENCY to use the REGIONAL DMS or the REGIONAL SYSTEM in a manner that accesses a non-host REGIONAL ENTITY ONLY after a thorough review by the OPERATIONS GROUP to determine the local and regional impact of the APPLICANT's or MEMBER AGENCY's request, and a unanimous vote of the non-host ENTITIES affected.

ARTICLE IX—REGIONAL ENTITY RESPONSIBILITIES REGARDING AUTHORIZED USER, APPLICANT, OR MEMBER AGENCY'S USE OF DMS & THE REGIONAL NETWORK.

A) Each REGIONAL ENTITY agrees and understands that, regarding the use of the DMS or REGIONAL NETWORK by the AUTHORIZED USERS, APPLICANTS, or MEMBER AGENCIES within its jurisdiction, it has the following responsibilities:

1) To inform the AUTHORIZED USERS, APPLICANTS, or MEMBER AGENCIES about the usage standards and requirements set forth in this AGREEMENT and Appendix A, including the standards regarding acceptable SUBSCRIBER RADIO EQUIPMENT, and applicable local, state, and federal regulations and statutes;

2) To inform any AUTHORIZED USER, APPLICANT, or MEMBER AGENCY about the procedures and consequences of transferring FCC licenses to the REGIONAL ENTITY, when applicable, including the procedures that the

AUTHORIZED USER, APPLICANT, or MEMBER AGENCY must follow if the AUTHORIZED USER, APPLICANT, or MEMBER AGENCY leaves the REGIONAL NETWORK and wants to regain ownership of the licenses that it transferred to the REGIONAL ENTITY. These communications shall include, but are not limited to, the following:

a) Information about the FCC approve online process for transferring FCC licenses known as "Transfer of Authorization," and

b) The license holder's rights and obligations regarding license transfer, ownership, and use, which shall be defined pursuant to a written agreement between the license holder and the REGIONAL ENTITY.

3) To ensure, to the best of its ability, that the AUTHORIZED USERS, APPLICANTS, or MEMBER AGENCIES are complying with the usage standards set forth in this AGREEMENT and Appendix A;

4) To provide communication about, oversight of, and management of AUTHORIZED USER, APPLICANT, or MEMBER AGENCY's use of the REGIONAL NETWORK;

5) To use its best efforts, when applicable, to cause the individual AUTHORIZED USERS, APPLICANTS, or MEMBER AGENCIES residing within its jurisdiction to transfer its FCC licenses to the REGIONAL ENTITY; and

6) To enter into valid agreements, as necessary, with current FCC license holders that will govern the transfer and return of licenses.

ARTICLE X—EQUIPMENT & LICENSE USE

A) Only those entities authorized under this AGREEMENT, or a third-party agreement created in accordance with this ARTICLE, may use a RADIO SYSTEM, REGIONAL DMS, non-host LOCAL DMS or the REGIONAL NETWORK as a whole.

B) Those entities that are not PUBLIC SAFETY ENTITIES may be afforded a lower system priority than PUBLIC SAFETY ENTITIES.

C) To ensure that the channel capacity of any of the REGIONAL ENTITIES or AUTHORIZED USERS' RADIO SYSTEMS will not be unnecessarily reduced, the parties to this AGREEMENT will not purchase any radio with a telephone interconnect capability unless it is approved by the CORE GROUP.

D) All REGIONAL ENTITIES' public safety radios used for fire services, law enforcement, emergency medical services, and emergency management must be capable of transmission and reception of NPSPAC radio frequencies.

E) Use of NPSPAC Mutual-Aid channels must be regional in nature and be implemented in a conventional configuration to support region-wide coverage commensurate with P25 standards. NOTE: These are nationally allocated mutual-Aid channels that are used locally. Should a mutual aid emergency situation arise that requires the use of these channels then they must be made available in a conventional mode. The direct channels are identified separately and use the same frequency as the repeater transmit frequency pair and are intended for use at localized events. The use of NPSPAC channels and the five NPSPAC mutual aid channels are defined by FCC and are coordinated by the regional planning committees. The use of all NPSPAC channels within the St. Louis Region shall not be in conflict with the FCC licensing requirements or the regional planning committees.

F) Each REGIONAL ENTITY must maintain all FCC licenses, including any transferred licenses that are required to operate its independent DMS and RADIO SYSTEM as part of the REGIONAL NETWORK.

G) Each REGIONAL ENTITY must authorize the REGION's individual RADIO SYSTEMS to use the REGIONAL ENTITY'S allocated P25 – 700/800 MHz frequencies to which the REGIONAL ENTITY holds an FCC license.

H) Each REGIONAL ENTITY must operate its SUBSCRIBER RADIO EQUIPMENT in accordance with the rules of the FCC.

ARTICLE XI—DEFAULT, TERMINATION & WITHDRAWAL

A) DEFAULT.

1) Any material violation of this AGREEMENT during its term is a default.

2) In the event of an alleged default, the CORE GROUP shall give the allegedly defaulting party written notice of the alleged default.

3) Upon notice, the party alleged to be in default of this AGREEMENT will be provided a cure period in which to cure the alleged default or present their disagreement to a mutually agreeable mediator as provided in Article XII of this AGREEMENT.

4) A default that does not affect the day-to-day operation of the REGIONAL NETWORK must be cured to the satisfaction of the CORE GROUP, as determined in accordance with the BYLAWS, within thirty (30) calendar days of notice of the alleged default. If such a default is not cured within this cure period, then the matter shall be referred to mediation in accordance with Article XII of this AGREEMENT. A REGIONAL ENTITY may seek the advice or assistance of the TECHNICAL SUBCOMMITTEE or any other STARRS CORE GROUP SUBCOMMITTEE.

5) A default that does affect the day-to-day operation of the REGIONAL NETWORK must be cured to the satisfaction of the CORE GROUP, as determined in accordance with the BYLAWS, within seventy-two (72) hours of notice of the alleged default. If such a default is not cured within this cure period, then use of the REGIONAL NETWORK by the defaulting party may be suspended until such time as the defaulting party cures the default.

B) TERMINATION.

1) Unless otherwise provided in this Article, failure to timely cure a default or participate in the mediation process as provided in Article XII will result in a termination of this AGREEMENT with respect to the defaulting party.

2) Termination of this AGREEMENT with respect to a defaulting party is effective within ten (10) calendar days of a two-thirds (2/3) vote of the CORE GROUP made in accordance with the BYLAWS.

C) WITHDRAWAL.

1) A REGIONAL ENTITY may withdraw its participation in this AGREEMENT upon giving the CORE GROUP two (2) years written notice of its decision to withdraw.

2) If the governing body of a REGIONAL ENTITY should not appropriate or otherwise make available funds sufficient to fulfill the REGIONAL ENTITY's obligations under this AGREEMENT, such REGIONAL ENTITY may unilaterally withdraw its participation in this AGREEMENT upon sixty (60) days written notice to the CORE GROUP.

D) In the event that this AGREEMENT is dissolved either through termination, withdrawal, or expiration, the individual REGIONAL ENTITIES shall retain ownership of their individual RADIO SYSTEM and/or DMS and related equipment.

ARTICLE XII—DISPUTE RESOLUTION

A) The parties shall exert their best efforts to cooperatively resolve any disagreements they have under this AGREEMENT. If the parties are unable to resolve a conflict, 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, then the CORE GROUP shall select a mediator by a majority vote.

B) Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator.

C) The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

ARTICLE XIII—NOTICE

A) Any legal notice, report of demand, or requests which must be given to or made by a REGIONAL ENTITY under the terms of this AGREEMENT, unless otherwise specified in this AGREEMENT, must be sent by registered or certified mail, return receipt requested. Notices to the CORE GROUP must be sent to: Core Group at East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102. Notice to a REGIONAL ENTITY must be sent to the Chief Executive, and Sheriff, and Chief of Police of such entity.

ARTICLE XIV—MERGER & MODIFICATION

A) It is understood and agreed that the entire agreement between the parties is contained in this AGREEMENT and that this AGREEMENT supersedes all oral agreements, previous written agreements, and negotiations, in regard to regional interoperability of the REGIONAL NETWORK, between the REGIONAL ENTITIES.

B) Any alterations, variations, modifications, or waivers of the provisions of this AGREEMENT will only be valid when they have been reduced to writing as an amendment to this AGREEMENT and signed by the parties hereto.

ARTICLE XV—INDEPENDENT CONTRACTOR & LIABILITY PROTECTION

A) The individual REGIONAL ENTITIES are, and shall remain, independent contractors with respect to all services performed under this AGREEMENT. Except as provided within this AGREEMENT, the REGIONAL ENTITIES shall select the means, method, and manner of performing their respective services herein. Nothing in this AGREEMENT is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the individual REGIONAL ENTITIES hereto or as constituting any party as the agent, representative, or employee of the other for any purpose or in any manner whatsoever.

B) Each REGIONAL ENTITY represents that it has or will secure at its own expense all personnel required in performing services under this AGREEMENT. Any and all personnel of the individual REGIONAL ENTITIES or other persons engaged in the performance of any work or services under this AGREEMENT shall have no contractual relationship with any other party and shall not be considered an employee of any other party.

C) Each party agrees to be responsible for its own acts or omissions and to maintain insurance or self insurance to indemnify itself and its respective officers and employees from any and all claims arising from its use of the REGIONAL NETWORK.

ARTICLE XVI—NO WAIVER OF SOVEREIGN IMMUNITY

A) Nothing in this AGREEMENT is intended or should be construed in any manner as a waiver of the sovereign immunity of any of the parties to this AGREEMENT.

ARTICLE XVII—FORCE MAJEUR & WARRANTIES

A) None of the individual REGIONAL ENTITIES shall be responsible for interruptions in the REGIONAL NETWORK due to the forces of nature, war, man-made disasters, or other such acts beyond the control of the individual REGIONAL ENTITIES.

B) The individual REGIONAL ENTITIES make no warranties, express or implied, including without limitation any implied warranty of merchantability or fitness for a particular purpose to any entity in connection with its use of the REGIONAL NETWORK.

C) The individual REGIONAL ENTITIES acknowledge that service disruptions will occur from time-to-time and agree to hold each other harmless for all such disruptions.

ARTICLE XVIII—SEVERABILITY

A) In the event that any terms or provisions of this AGREEMENT are declared void or unenforceable for any reason, the remaining terms and provisions of this AGREEMENT shall remain in full force and effect and shall not be affected by the severance of the voided or unenforceable terms or provisions.

ARTICLE XIX—GOVERNING LAW

A) The laws of the State of Missouri shall govern all questions and interpretations concerning the validity and construction of this AGREEMENT as a whole and the legal relations and performance and obligations as between REGIONAL ENTITIES. The laws of the State of Illinois shall govern all questions of law solely between Illinois REGIONAL ENTITIES. Likewise, the laws of the State of Missouri shall govern all questions of law solely between Missouri REGIONAL ENTITIES.

ARTICLE XX—CONFLICTS WITH EXISTING LAND-MOBILE RADIO SYSTEM CONTRACTS

A) Nothing in this AGREEMENT is intended or should be construed in any manner to conflict with the interoperability standards and/ or obligations provided in valid, pre-existing contracts that any REGIONAL ENTITY has entered into regarding the use of land-mobile radio systems, such as Starcom-21 user agreements.

B) Each REGIONAL ENTITY understands and agrees that it is its individual responsibility to inform the CORE GROUP of any actual conflicts that arise under this AGREEMENT, any policy, and/or any procedure developed by the CORE GROUP.

ARTICLE XXI—AMENDMENTS

A) Changes in the terms of this AGREEMENT may, from time to time, be deemed necessary or desirable. Such changes, which are mutually agreed to by the parties, shall be incorporated in written amendments to this AGREEMENT.

ARTICLE XXII—CONTENTS OF THIS AGREEMENT

A) This AGREEMENT consists of the terms of this AGREEMENT and of the Appendix listed below. The following Appendix is made part of this AGREEMENT and is hereby incorporated by reference into this AGREEMENT as though fully set forth herein:

1) Appendix A: STARRS Land Mobile Communications Plan for the St. Louis Urban Area.

ARTICLE XXIII—EXECUTION

BY signing below, the chief executive of each REGIONAL ENTITY represents that he or she is fully authorized to sign this AGREEMENT on behalf of that REGIONAL ENTITY.

Executed by the MADISON COUNTY, IL this _____ day of _____ , 201__.

Madison County Board

Alan Dunstan
Chairman

Executed by the MONROE COUNTY, IL this ____ day of _____ , 201__.

Monroe County Board of Commissioners

Delbert W. Wittenaur
Chairman

Executed by the ST. CLAIR COUNTY, IL this _____ day of _____ , 201__.

St. Clair County Board

_____
Mark Kern
Chairman

Executed by the CITY OF ST. LOUIS, MO this _____ day of _____ , 201__.

City of St. Louis, MO

_____
Francis Slay
Mayor

Executed by the CITY OF ST. LOUIS METROPOLITAN POLICE DEPARTMENT this ____ day of _____ , 201__.

Board of Police Commissioners

_____
Mark Lawson
Board Secretary and General Counsel

Executed by the FRANKLIN COUNTY, MO this _____ day of _____ , 201__.

Franklin County Commission

_____
John E. Griesheimer
Presiding Commissioner

Executed by the JEFFERSON COUNTY, MO this _____ day of _____ , 201__.

Jefferson County, MO

_____
Ken Waller County
Executive

Executed by the JEFFERSON COUNTY 911 DISPATCH BOARD this _____ day of
_____ , 201__.

Jefferson County 911 Dispatch Board of Directors

_____
Ed Kemp
Chairman

Executed by the ST. CHARLES COUNTY, MO this _____ day of
201__.

St. Charles County, MO

_____
Steve Ehlmann
County Executive

Executed by the ST. LOUIS COUNTY, MO this _____ day of _____ , 201__.

St. Louis County, MO

_____
Charlie Dooley
County Executive

First Amendment to the Inter-Governmental Agreement by and between

Madison County, Illinois; Monroe County, Illinois; St. Clair County; Illinois; City of St. Louis, Missouri; the Board of Police Commissioners of the Metropolitan Police Department of City of St. Louis; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri

THIS FIRST AMENDMENT TO THE INTER-GOVERNMENTAL AGREEMENT is entered into by and between Madison County, Illinois; Monroe County, Illinois; St. Clair County, Illinois; City of St. Louis, Missouri; the Board of Police Commissioners of the Metropolitan Police Department of City of St. Louis; Franklin County, Missouri; Jefferson County, Missouri; Jefferson County 911 Dispatch Board; St. Charles County, Missouri; and St. Louis County, Missouri (hereinafter referred to as the "REGION") pursuant to the provisions of Title VI, Chapter 70 of the Missouri Revised Statutes and Chapter 5, Act 220 §§ 1 – 16 of the Illinois Compiled Statutes.

NOW THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

SECTION 1. ARTICLE V. § A is hereby amended as follows:

A) REGIONAL ENTITIES or their designees shall operate their RADIO SYSTEM and/or LOCAL DMS in compliance with the P25 Standards and SAFECOM Continuum as set forth in Appendix A: STARRS Land Mobile Communications Plan for the St. Louis Urban Area**,** as it may be amended from time to time by the CORE GROUP, which Appendix is appended hereto and made part of this AGREEMENT.

SECTION 2. ARTICLE VI. is hereby amended by adding the following to §A) 4) subsection (iii) as follows: 1) The CORE GROUP, as established in section (A) of this Article, has the following duties:

a) To appoint up to forty-one (41) voting members to the OPERATIONS GROUP, as follows:

. . .

(iii)One person, as appointed by the Executive Director of East West Gateway Council of Governments, to serve as the REGIONAL NETWORK ADMINISTRATOR**.**

SECTION 3. ARTICLE VIII is amended by adding VIII § "F)" after Section VIII.§E) as follows:

F) The following entities are granted MEMBER AGENCY status and shall have the ability to utilize the REGIONAL DMS and the REGIONAL NETWORK in the same manner as an AUTHORIZED USER:

METRO

SECTION 4. ARTICLE IX. A. §5 is hereby amended as follows:

5. To use its best efforts, when applicable, to cause the individual AUTHORIZED USERS, APPLICANTS, or MEMBER AGENCIES residing within its jurisdiction to transfer its FCC licenses to the REGIONAL ENTITY or enter into a co-channel sharing agreement with the REGIONAL ENTITY; and

SECTION 5. ARTICLE X. is hereby amended by deleting § C) in its entirety:

~~C) To ensure that the channel capacity of any of the REGIONAL ENTITIES or AUTHORIZED USERS' RADIO SYSTEMS will not be unnecessarily reduced, the parties to this AGREEMENT will not purchase any radio with a telephone interconnect capability unless it is approved by the CORE GROUP.~~

And ARTICLE X. is further amended by amending section F) as follows:

F) Subject to ARTICLE IX, A. 5) and 6), each REGIONAL ENTITY must maintain all FCC licenses, including any transferred licenses that are required to operate its independent DMS and RADIO SYSTEM as part of the REGIONAL NETWORK.

This Agreement may be executed in separate part.

WHEREFORE, the parties to this AGREEMENT adopt this Amendment on the last day executed