COMPUTER-ASSISTED REPORT ENTRY AND RECORD ANALYSIS AND MAPPING SYSTEM SERVICE AGREEMENT

City of Olivette and St. Louis County, Missouri

THIS AGREEMENT, entered into by and between the CITY of OLIVETTE, a municipality in St. Louis County, Missouri, hereinafter referred to as the "CITY," and ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as the "COUNTY."

WITNESSETH THAT:

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

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

WHEREAS, the CITY desires Computer-Assisted Report Entry (E-CARE) and Record Analysis & Mapping System (RAMS) service; and

WHEREAS, the CITY has duly enacted and approved Ordinance #2318, a copy of which is attached hereto, marked Exhibit A, and made a part hereof by reference, authorizing the CITY to execute this contract:

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

1. The COUNTY shall provide to the CITY computer software for the E-CARE/RAMS data retrieval system, access to the related programs, and training at the time of the initial installation to designated employees of the CITY.

2. The CITY shall provide the following:
   (a) Computers, peripherals, and a network compatible for the installation and operation of the E-CARE/RAMS program.
   (b) All police reports will be entered into the E-CARE system by personnel from the CITY or by personnel of the St. Louis County Police Department CARE unit. A police report is defined as any report which results in a document summarizing facts and circumstances surrounding a police related incident or criminal offense. The entering of all police reports into E-CARE will satisfy RSMo 66.200 which requires exact copies of municipal police reports for all felonies and misdemeanors be transmitted to the COUNTY immediately after the information is obtained by the CITY.
(c) The final review and approval of E-CARE generated police reports is the responsibility of the CITY police department.

(d) The sending/cancellation of computer teletype messages reflecting stolen/recovered property and/or all investigative transactions requiring the use of REJIS will be the responsibility of the CITY Department.

(3) The CITY desires remote access to the COUNTY's E-CARE system and the COUNTY will provide that access through a REJIS TCP/IP network connection. The CITY shall be responsible for the cost of said network and related equipment. The County offers technical support for the service through REJIS. The CITY should secure a service maintenance agreement with REJIS to ensure uninterrupted access to E-CARE/RAMS. The CITY will be responsible for the procurement of, and payment for, the necessary networking circuits and the CITY shall bear the expense of the REJIS service maintenance agreement. The CITY shall be responsible for procurement of related supplies such as computer paper, printer ribbons, etc.

(4) Access to E-CARE is conditioned upon the information being used solely and expressly for reviewing, approving, modifying or printing only that data or those reports that originated from employees of the CITY. Reviewing, approving, modifying or printing data or reports originated by the COUNTY or any other governmental agency contracting with COUNTY, by the CITY or agents of the CITY, without written authorization from the entering agency is prohibited and will be cause for immediate termination of this AGREEMENT.

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

(6) For maintenance/enhancements/and other administrative purposes, the COUNTY shall have access to the CITY entered E-CARE/RAMS report.

(7) The use of "live" report entry through the St. Louis County CARE unit will be billed bi-annually from the commencement of this contract. The price of each CARE report will be provided by the St. Louis County Bureau of Central Police Records. A cost sheet will be prepared for the CITY reflecting usage for the six month period.
(8) The COUNTY shall have the option to terminate this AGREEMENT in the event that the service agreement through REJIS is not maintained as current.

(9) The AGREEMENT shall take effect on July 1, 2011 and remain in effect indefinitely as described herein, however, either party may terminate this AGREEMENT at any time by giving the other party ninety (90) days prior written notice.
IN WITNESS THEREOF, CITY and COUNTY have signed their names and affixed their official seals to this Agreement on the day and year first above written.

Attest:

[Signatures]
City Clerk

Attest:

[Signatures]
City Attorney

Approved:

[Signature]
Chief of Police
St. Louis County Police Department

Approved as to Legal Form:

[Signature]
County Counselor

Approved as:

[Signature]
Accounting Officer

0411070
AN ORDINANCE TO AUTHORIZE EXECUTION
OF A COMPUTER-ASSISTED REPORT ENTRY
2000 AND RECORD ANALYSIS AND MAPPING
SYSTEM SERVICE AGREEMENT BETWEEN THE
CITY OF OLIVETTE AND ST. LOUIS COUNTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OLIVETTE, ST.
LOUIS COUNTY, MISSOURI, AS FOLLOWS

SECTION 1. The Mayor of the City of Olivette is hereby authorized to execute,
on behalf of the City, a certain Computer-Assisted Report Entry and Record
Analysis and Mapping System Service Agreement between the City of Olivette
and St. Louis County. Said Agreement is hereby attached as Exhibit A and is
made a part of this ordinance as if fully set out herein.

SECTION 2. BE IT FURTHER ORDAINED THAT this ordinance shall become
effective from and after its adoption according to law.

PASSED THIS 27th DAY OF JUNE, 2006.

MAYOR JIM BAER

ATTEST:

MYRA G. BENNETT
CITY CLERK MYRA G. BENNETT
CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this ______ day of ______, 2004, by and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63103 ("County") and Police, Department, City of Olivette, Mo ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. ______ and Municipality Ordinance/Resolution No. ______;

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

1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone; provided, however, that if the total number of non-County inmates exceeds fifty (50) and the Director of Justice Services determines that no additional space is available, then County may decline to accept inmates on behalf of Municipality.
1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer.

1.3. Municipality shall arrange for the inmate’s transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

(A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and

(B) A certified copy of the Municipality judge’s order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and

(C) A completed Field Booking Form is delivered to County along with the inmate; and

(D) The inmate either is found by a County-employed registered nurse not to require a medical “fit for confinement” determination OR presents a current medical “fit for confinement” determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the
responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for-confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6. Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmary care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmary care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held
4. RELEASE OF INMATES
   4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:
      (A) Upon personal or facsimile delivery to the bonding clerk of an order from

3. COST OF DETENTION
   3.1. Municipality shall reimburse County Thirty Dollars ($30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.
   3.2. If Municipality desires to house an inmate determined by County to require infirmary care, Municipality shall pay Three Hundred Dollars ($300.00) per day rather than the Thirty Dollar ($30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmary and non-medical care and housing.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmary or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmary will be made available to non-Municipality inmates separate from the minimum number of beds referenced in Paragraph 1.1.

2.3.2. If an inmate cannot be released immediately from the infirmary due to the inmate's mental condition, the Municipality will incur the costs of the infirmary until the inmate can be released.

2.3.3. If an inmate is released under this provision, Municipality shall indicate in writing on the warrant at the time of booking.

2.4. If an inmate is released from the infirmary or hospital care, Municipality shall notify County at the time of booking, and an inmate released under this provision shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmary due to the inmate's mental condition, the Municipality will incur the costs of the infirmary until the inmate can be released.

2.4.1. Municipality shall be notified and an inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmary due to the inmate's mental condition, the Municipality will incur the costs of the infirmary until the inmate can be released.

2.4.2. If an inmate is released under this provision, Municipality shall indicate in writing on the warrant at the time of booking.

The need for infirmary or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking.
Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at \textit{[insert number]}.

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at \textit{[insert number]}.

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as \textit{"Exhibit B"} and shall follow a minimum two-hour notice to the Municipal Court liaison at \textit{[insert number]}.

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the $30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the $30 per diem rate will again be in effect.

5. \textbf{NOTICE TO PARTIES}

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at \textit{[insert number]}. 

\textbf{[Signature]}

\underline{Municipality's Judge}
5.2. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To County:

Asst. Director of Justice Services
St. Louis County Justice Center
100 South Central
Clayton, MO 63105
Fax: (314) 615-4329

To Municipality:

City of Clayton
9473 Olive Boulevard
Clayton, Missouri 63132
Phone: 314.993.6411  Police Dept.: 314.993.6610
Fax: 314.993.8135

6. TERMINATION OF CONTRACT

6.1 Either party may terminate this contract upon thirty days written notice to the other party.

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

Norman A. Ledford
City Clerk

MUNICIPALITY

By: Mark Davis 2/4/04

Attest:

O. J. Davis
Administrative Director

COUNTY

By: Charles A. Oechslin
County Executive
Approved:

[Signature]

Director of Justice Services

Approved:

[Signature]

Accounting Officer

Approved as to legal form:

[Signature]

County Counselor
AMENDED EAST CENTRAL DISPATCH CENTER PARTICIPATION AGREEMENT

THIS AMENDED AGREEMENT, entered into on the effective date hereinafter set forth, by and between signatories hereto (and also those which may hereafter become signatory hereto):

WITNESSETH

WHEREAS, a centralized joint dispatching center is desired for certain municipalities in St Louis County, Missouri; and

WHEREAS, such system can be of great value to its constituent municipalities, the signatories hereto; and

WHEREAS, the addition of other municipalities or similar groups to the system will provide for more efficient and economical dispatching of life and property saving services; and

WHEREAS, the cost of providing and maintaining a central dispatching system is cost prohibitive for any one of such signatories; and

WHEREAS, a centralized police, fire and other emergency dispatching system can adequately serve the needs of all of such signatories; and

WHEREAS, Chapters 70 and 321 of the Revised Statutes of Missouri authorize joint exercise by two or more local governments of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to provide for and maintain a joint central dispatching system for their mutual advantage and concern,

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. Cooperative Agency Established. Pursuant to the joint powers authorization of Chapters 70 and 321 of the Revised Statutes of Missouri, the undersigned do hereby enter into an amended cooperative agreement for the joint and mutual operation of a centralized communication system, to be known as "East Central
Dispatch Center” (hereinafter designated as ECDC), which shall consist of all of the parties that become signatory hereto.

2. **By-Laws.** ECDC shall be subject to and shall be governed by certain By-Laws, a copy of which is attached hereto as Exhibit “A” and by this reference made a part of this Amended Agreement, together with any amendments which may be made to said By-Laws in the manner and means therein set forth.

3. **Participation.** Each participating unit of the East Central Dispatching Center (and each local unit that may hereafter sign after approval as required by the By-Laws) is a member of ECDC and is entitled to the rights and privileges and subject to the obligations of membership, all as provided in said By-Laws.

4. **Withdrawal.** After the required minimum period of participation, any party to this Amended Agreement may cease to be a party hereto and may withdraw from participation in ECDC in the manner and means set forth in said By-Laws.

5. **Powers of the System.** ECDC shall have the power in its own name to make and enter into contracts, to employ agents and employees, to acquire, hold and dispose of property, real and personal, and to incur debts, liabilities or obligations necessary for the accomplishment of its purposes, but no such contract, employment, purchase, debt, liability or obligation shall be binding upon or obligate any member except as authorized by the attached By-Laws. ECDC shall not have the power to levy taxes.

6. **Amendments.** This Amended Agreement may not be further amended, except by written agreement and resolution of all the then parties to it. However, the By-Laws may be amended from time to time by the method and means provided herein, provided such amendments do not conflict with the terms set forth in this Amended Agreement.

7. **Duration.** This Amended Agreement and ECDC shall continue in effect until rescinded by unanimous consent of the then parties or until terminated in the manner provided in said By-Laws. Upon such termination, the assets remaining shall be disposed in the manner set forth in said By-Laws.
8. **Enforcement.** Each member shall have the right to enforce this Amended Agreement against any other members. If suit is necessary therefore, a defaulting member shall pay reasonable attorney’s fees to ECDC as adjudicated by the Court.

9. **Authorization.** Prior to execution of this Amended Agreement, each member shall deliver to the other a certified copy of a suitable ordinance or resolution authorizing and directing the execution of this Amended Agreement.

10. **Effective Date.** This Amended Agreement shall become effective when signed by all of the respective representatives of the Cities of Richmond Heights, Clayton, Maplewood, Shrewsbury, Webster Groves, and Olivette, Missouri.

**IN WITNESS WHEREOF,** the undersigned have set their signatures on the respective dates set forth below. This document maybe signed in duplicate originals.
3.1

ATTEST:

City of Richmond Heights

By: [Signature]

City of Clayton

By: [Signature]

City of Maplewood

By: [Signature]

ATTEST:

Julie Waters

Date: 7-27-06

ATTEST:

John Davenport

Date: 9-7-06
ATTEST:

City of Shrewsbury
By: [Signature]

City of Webster Groves
By: [Signature]

City of Olivette
By: [Signature]

Approved By the
Olivette City Council
On June 13, 2006

ATTEST:

Date: 7/25/06

Date: August 17, 2006

Date: 08/14/06
RESOLUTION NO. 53

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AMENDED EAST CENTRAL DISPATCH CENTER PARTICIPATION AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF OLIVETTE, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS

SECTION 1. The City Manager is hereby authorized to execute, on behalf of the City of Olivette, a certain Amended East Central Dispatch Center Participation Agreement. Said Agreement is attached as Exhibit A and is hereby made a part of this resolution as if fully set out herein.

SECTION 2. BE IT FURTHER RESOLVED THAT this resolution shall become effective from and after its adoption according to law.

ADOPTED THIS 13TH DAY OF JUNE, 2006

MAYOR JIM BAER

ATTEST:

CITY CLERK MYRA G. BENNETT