

**COOPERATIVE AGREEMENT
FOR RADIO CONSULTANT SERVICES AND SITE LICENSES**

THIS AGREEMENT is made between the **City of Columbia**, hereinafter called the "City," and the **County of Boone**, hereinafter called "County."

WHEREAS, Boone County has assumed the administration of, and all costs related to, the countywide 911/Joint Communications system as of January 1, 2014, after a County sales tax levy was approved by voters in April, 2013; and

WHEREAS, historically the City has operated and maintained its radio system infrastructure by and through its Radio Consulting Services vendor, David Dunford; and

WHEREAS, County now contracts with David Dunford as its Radio Consulting Services vendor and he is very familiar with the integrated radio communications system in place throughout the City and County; and

WHEREAS, portions of the integrated radio communications system facilitate City's Water and Light, Parks and Recreation, Public Works, Railroad, and other radio communication needs; and

WHEREAS, County is interested in maintaining an integrated radio communications system that ensures continued communication ability between County's new Emergency Operations Center and all of City's departments that currently communicate with Joint Communications via radio, as that contact serves a public safety purpose in the event of inclement weather, power outages, or other emergency situations; and

WHEREAS, the City has permitted the installation of the countywide radio communication network on various city-owned facilities, and it is in the mutual interest of City and County to facilitate the continued operation of this emergency radio infrastructure; and

WHEREAS, there is a historical arrangement between the City and Joint Communications for the provision of preventative maintenance services to City's radio system in exchange for fiber connectivity that serves the Joint Communications network at certain sites in the County that the parties wish to continue.

NOW, THEREFORE, IT IS AGREED by and between the City and County as follows:

1. **Continuing Services to be Provided by County To City:** County agrees to continue to provide the following services to City at City's request and at no charge to City:

- a. Maintenance Services. County will provide, through its contracted radio consultant vendor or other qualified county staff, ongoing preventative maintenance of radio infrastructure and radio network elements as provided for herein. The maintenance services contemplated herein are for labor only, and City will be responsible for any costs associated with replacement equipment City decides to purchase. The maintenance services shall be provided to the following infrastructure components of the existing radio system:
 - i. Base stations, repeaters, and related site hardware providing land mobile two-way communications for City departments;
 - ii. Voting receivers, RF filters, and related site hardware; and
 - iii. Radio control equipment for City Water and Light Department control centers;

 - b. Planning Services. County will provide, through its contracted radio consultant vendor or other qualified county staff, radio system planning and advisory services relating to the following:
 - i. Assistance with user equipment selection and specifications;
 - ii. Assistance with planning for system expansion; and
 - iii. Assistance with the procurement of replacement and/or additional system capital equipment.

 - c. FCC Licenses. County will provide, through its contracted radio consultant vendor or other qualified county staff, consultant services for FCC licenses relating to the following:
 - i. Renewals to the City land mobile two-way licenses;
 - ii. Modifications to City land mobile two-way licenses; and
 - iii. New filings for additional channels and/or sites.
2. **Fiber Connectivity and Site Access Provided by City to County:** City agrees to continue to provide the following fiber connectivity services and site access to County at no charge to County:
- a. Fiber optic connectivity. City will continue to provide fiber connectivity pursuant to the arrangement created in 2011 to the following sites: Walnut Tower site; Harmony substation site; existing Joint Communications Center site in downtown Columbia; the Grissum site; Clark Lane Tower site (Mediacom); KOMU site; Stephens Water Tower site; and Shepherd Water Tower site.

 - b. Site Licenses. City grants a non-exclusive license to County for it to install, operate, and maintain, at County's expense and risk, public safety land mobile two-way radio transmitting and receiving equipment and antennas at the sites set out in **Exhibit A**, which is attached hereto and incorporated into this

Agreement. The terms and conditions of the Site Licenses granted herein are as follows:

- i. County shall have 24-hour, 7-day per week access to the sites. County will take at its expense measures and precautions necessary to render County's equipment inaccessible to unauthorized persons.
 - ii. County takes the sites as it finds them and City shall have no responsibility for its condition or any damage suffered by County due to such condition.
 - iii. County will install, operate, and maintain its equipment in accordance with applicable laws and regulations so as to not cause interference (as that term is defined in the rules and regulations of the FCC) with any other radio or television transmitting or receiving equipment, whether or not such equipment is located on the licensed site. In the event County's equipment causes interference with other radio or television transmissions, County will promptly take all reasonable steps necessary to correct and eliminate the same. If County is unable to eliminate the interference within a reasonable period of time, County agrees to remove its equipment from the licensed site.
 - iv. County will not assign or otherwise transfer this license to any other affiliates, subsidiaries, or alternate political subdivision without the express, written consent of City.
 - v. City may terminate any site license or require relocation of such equipment authorized by this Agreement by first giving 365 days written notice to County to the Director of Boone County Joint Communications, with a copy to the Boone County Counselor, 801 E. Walnut, Ste. 211, Columbia, Missouri 65201, it being understood that significant termination notice is necessary to allow County to secure alternate sites for its radio equipment to ensure the continued effectiveness of the countywide emergency communications system.
 - vi. County may terminate any site license authorized by this Agreement upon 60 days written notice to City. Upon termination, County shall remove all equipment and antennas located at such site unless otherwise agreed to in writing with City.
 - vii. County shall maintain property and general liability insurance on all equipment and antennas maintained at each site. To the greatest extent allowed by law, County shall hold harmless and indemnify the City for damages or loss arising from the activities of County or County's agents at the site. Nothing herein shall be deemed a waiver of either party's sovereign, official, or other governmental immunities or privileges.
3. **Severability:** In the event that any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, in any jurisdiction, such invalidity, illegality or

unenforceability shall not affect any other provisions or part of a provision of this Agreement, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision or part of a provision had never been contained herein, and such provision or part shall be reformed so it would be valid, legal and enforceable to the maximum extent permitted in such jurisdiction.

4. **Sole Benefit of Parties:** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
5. **Relationship of Parties:** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
6. **Binding Effect:** This agreement shall be binding upon the parties hereto and their respective successors in interest and successors and assigns in office.
7. **Further Actions and Cooperation:** The parties agree to fully cooperate with each other in good faith to execute such further documents and take such further actions as are necessary to give full force and effect to the terms and intent of this Agreement.
8. **Nonappropriation:** Notwithstanding any other provision of this Agreement, any obligations imposed on the City or the County herein which require the expenditure of funds are conditioned the availability of funds appropriated for that purpose.
9. **Authority:** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers on the day and year indicated blow.

EXECUTED BY THE CITY OF COLUMBIA ON THE ____ DAY OF _____, 2016

EXECUTED BY THE COUNTY OF BOONE ON THE ____ DAY OF _____, 2016.

[Signatures follow on next page]

BOONE COUNTY MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Wendy Noren, Boone County Clerk

APPROVED AS TO FORM:

CJ Dykhouse, Boone County Counselor

CITY OF COLUMBIA

By:

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Attorney

Exhibit A

List and Description of Sites

Each Licensed Site includes a Radio Tower or antenna structure, may include a waveguide bridge, and may include a County equipment shelter or interior mounting space for radio and related technical equipment.

FS4 Site, existing 160' lattice tower at rear of City Fire Station #4,
2300 Oakland Gravel Road, Columbia, MO

GRS Site, 275' guyed tower at City Maintenance Facility, 1313 Lakeview
St., Columbia, MO

MAL Site, existing 70' transmission tower within Harmony Substation,
Columbia Water and Light Department

POL Site, existing 160' monopole tower located at rear of municipal buildings, 7th
& Walnut

PRA Site, existing elevated water tank located north of Prathersville Road on
Tower Drive

SHE Site, existing elevated water tank located at Cinnamon Hill Road

STE Site, existing elevated water tank located at Heller Road

WAL Site, existing elevated water tank located at 13 E. Walnut St, Columbia, MO