

**COOPERATIVE AGREEMENT
FOR RADIO CONSULTANT SERVICES AND SINGLE SITE REPEATER AT
COLUMBIA AIRPORT**

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

WHEREAS, City and County cooperate for third party consultant services relating to radio system infrastructure and FCC licenses pursuant to a Cooperative Agreement approved in City Ordinance 022879 and County Commission Order 373-2016; and

WHEREAS, City and County have identified a need for increased radio coverage at the Columbia airport as well as a need to realign radio channels in order to prevent systemwide radio interference; and

WHEREAS, the parties have agreed to assist each other in achieving these goals;

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

1. **Single Site Repeater Installation at Airport.** County will furnish and install a single site repeater at the Columbia Regional Airport at a mutually agreeable site at no cost to the City, including the following specific services:
 - i. County, by and through its radio consultant, will apply for and otherwise coordinate the licensing of the two (2) new frequencies required for the repeater and will program all airport staff radio user equipment.
 - ii. County will furnish, program, and install single site VHF Motorola MTR-2000 or equal repeater with duplexer and antenna.
 - iii. County will provide, through its contracted radio consultant vendor or other qualified county staff, ongoing preventative maintenance of the radio infrastructure and radio network elements that are part of the new repeater.
 - iv. County will not provide ongoing monitoring of this new, off-network channel by Boone County Joint Communications staff at this time, as the parties intend that the repeater will be used by airport staff to communicate directly with public safety agencies on an as-needed basis.

2. **Assignment of Existing Frequency.** In order to address systemwide radio interference, City will assign existing 155.625 MHz frequency to County by way of an Assignment of Authorization to be prepared by County’s radio consultant and filed with the FCC. County will perform all FCC filings associated with this assignment at County’s cost.

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 _____, 2020

EXECUTED BY THE COUNTY OF BOONE ON THE ____ DAY OF _____, 2020.

BOONE COUNTY MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

ATTEST:

Brianna L. Lennon, Boone County Clerk

APPROVED AS TO FORM:

CJ Dykhouse, Boone County Counselor

CITY OF COLUMBIA

By:

John Glascock, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Attorney

