

**BOONE COUNTY JOINT COMMUNICATIONS
INTEROPERABLE RADIO SYSTEM
COOPERATIVE AGREEMENT**

THIS AGREEMENT into by and between **Boone County, Missouri** (County), by and through Boone County Joint Communications (BCJC), and City of Columbia, a municipal corporation of the State of Missouri (Agency), and effective on the date of the last signatory (Effective Date),

WHEREAS, County, by and through BCJC, desires to construct and implement an 800 MHz radio system for communication among first responders in Boone County to enhance communications and increase safety for first responders; and

WHEREAS, BCJC intends to operate its legacy VHF system in parallel with the new 800 MHz for a period of time to facilitate an orderly transition to a primary 800 MHz system; and

WHEREAS, in order to assist first responder agencies in Boone County with this radio system enhancement, County has made available certain funding for the acquisition of dual-band, VHF and 800 MHz radios, or funding for upgrades to existing radios currently owned by first responder agencies, for the initial acquisition or upgrade of Agency's radio inventory; and

WHEREAS, Agency understands that this funding is one-time funding and that repairs to and the ultimate replacement of radios acquired or upgraded pursuant to this County program will be the sole responsibility of the Agency; and

WHEREAS, Agency agrees to operate radios using or accessing BCJC's radio system in accordance with BCJC's radio policies and procedures and the terms of this Agreement; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. DEFINITIONS.

- a. **Encryption:** The conversion of data into a cipher text that cannot be understood by unauthorized entities.
- b. **Infrastructure:** All fixed electronic and civil components that make up the System owned and operated by BCJC. This includes owned or leased radio towers, monopoles, rooftop or water tower installations, RF transmitters, microwave components, combiners, repeaters, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware, equipment shelters, HVAC subsystems, UPS and emergency power generator systems, and countywide recording systems.
- c. **Project 25 or P25 Phase 2:** A set of open system standards for interoperable digital public radio systems which standardizes the interfaces between the various components of the Infrastructure and the System. The P25 standards are developed and maintained by the Telecommunications Industry Association (TIA) on behalf of the Association of Public Safety Communications Officials International (APCO).
- d. **Subscriber Radios:** An Agency's mobile radios, portable radios, base radios, desktop

control stations, digital vehicle repeater systems, and RF modems used for mobile data.

- e. **System:** The countywide emergency communications radio system and associated computer software, equipment, subsystems, and services.

2. PROCUREMENT PATH. County has organized a competitive procurement path for the purchase of certain dual-band (VHF and 800 MHz) portable radios and mobile radios. The grant of equipment under the procurement process requires Project 25 and P25 Phase 2 compliant radios and systems as indicated in paragraph 5, infra. In order to assist Agency in modernizing and enhancing its communication systems and to facilitate Agency's use of the System operated by BCJC, County has agreed to procure Seventy-one (71) portable radios, Fifty-five (55) mobile radios, and Thirty-two (32) pagers for Agency. The portable radios shall be Motorola APX8000XE or APX NEXT or a similar model from the same manufacturer, the mobile radios shall be Motorola APX8500 or a similar model from the same manufacturer, and the pagers shall be Unication G5+ P25 Dual Band or a similar model from the same manufacturer. Agency is also authorized to use \$190,924.06 for BCJC to purchase upgrades to Agency's existing radios that will allow the existing radio to comply with the other terms of this Agreement. The following shall apply to radios purchased by County for Agency under this Agreement:

- a. County will transfer ownership of the radios purchased under this Agreement to Agency and facilitate the transfer of all applicable warranties as permitted by the manufacturer. Agency agrees to accept ownership and title of the radios and comply with the provisions of this Agreement.
- b. Agency shall not transfer, sell, give, or otherwise dispose of any of the radios procured under this Agreement without the consent of BCJC.
- c. Agency will recognize the role of County's funding of its radios when describing its communication system.
- d. Agency shall be responsible for the costs of any additional accessories not already provided for under this agreement Agency desires for the radios provided herein, including extra batteries, charger banks, lapel mics, or any other accessory.
- e. Agency shall maintain such property and casualty insurance on the radios as Agency deems appropriate to protect against risk of loss.
- f. Agency shall be responsible for all costs related to the loss, breakage, misuse, or destruction of any radio provided under this Agreement.
- g. Agency shall inspect each radio upon receipt to ensure it is in good working order and programmed as desired by Agency.
- h. Agency will maintain a current and routinely updated inventory of all radios Agency uses to access the System. The updated inventory must include at a minimum the make, model number, serial number, acquisition date, Agency assigned asset tag or other identification ID, and original book value. Agency shall provide BCJC with a copy of that updated inventory record at least annually. Any radio not appearing on the inventory will not be permitted to access the System.
- i. Agency shall be responsible for funding and procuring additional and/or replacement radios as determined by Agency's needs. Agency shall be responsible for any additional radio features or substitutions that it requests at Agency's own cost.

3. USE OF THE RADIO SYSTEM. County, by and through BCJC, hereby grants Agency permission to use the System, subject to the following:

- a. Agency will send a representative to attend and participate in routine meetings convened by BCJC regarding the use and operation of the System.
- b. Agency shall comply with the rules, regulations, policies, and standards established by BCJC, all of which shall be made available to Agency.
- c. Agency will participate in after-action reviews of significant System impacts.
- d. Agency shall comply with all laws, rules, and regulations by any governing authority, including the FCC. If technical or other changes are mandated by the FCC then Agency must timely comply with said mandates at Agency's own cost.
- e. Agency shall cooperate with and implement at Agency's cost any upgrades or changes to Agency's own equipment that may be required to comply with upgrades and changes made to the System by BCJC no later than one year after receipt of notice from BCJC.
- f. Agency is prohibited from selling, assigning, or transferring any right or license to use the System, in whole or in part, to any other person or entity.
- g. Any Agency that is found to have tampered, misused, or used access to the System in a manner that does not comply with BCJC policies shall be subject to having the authorization for those radios to access the System revoked.
- h. Agency shall take whatever steps are necessary for it to be P25 Phase 2 compliant with all radios that use or access the System no later than January 1, 2028, as BCJC will discontinue the VHF/800 MHz overlay on or about January 2, 2028.

4. INFRASTRUCTURE.

- a. **Operation, Maintenance and Support.** County, by and through BCJC, will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine repairs, and emergency restoration of the Infrastructure. BCJC will oversee and manage contractors authorized to maintain and support the Infrastructure. BCJC will comply with all FCC and other authoritative rules and regulations regarding the operations of the System. BCJC will provide notice of any voluntary upgrades or compliance mandates to the System which will impact Agency.
- b. **Physical Security.** BCJC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- c. **Critical System Data.** BCJC will take reasonable steps to ensure that System data, custom configurations, interoperability and fleetmapping templates are regularly backed up. BCJC will not be responsible for the retention of data, in either an encrypted or nonencrypted format, for purposes of Agency record keeping or potential evidence retention.
- d. **Radio Licenses.** BCJC is the named licensee and will be responsible to acquire and maintain all licenses required by the FCC for the operation of the System. BCJC will investigate and remediate any complaints of interference or substandard performance of the System. BCJC will comply with all applicable laws, rules, and regulations including FCC regulations in its administration of radio licenses.
- e. **Backup Network Testing.** BCJC will schedule, coordinate, and conduct tests of backup systems, including countywide all-Agency drills, consistent with best practices.

5. PROGRAMMING, DATA CONVERSION, FLEETMAPPING & INTEROPERABILITY TEMPLATE DESIGN. BCJC shall establish and maintain system-level programming standards reasonably

necessary to protect the integrity, interoperability, security, and lawful operation of the System. Agency shall retain ownership and operational authority over its Subscriber Radios and its agency-specific codeplug content, including talkgroup layout, zone organization, scan configuration, and other operational settings, provided such programming remains compliant with BCJC's published technical standards for access to the System. BCJC may perform initial programming or may require submission of radios or codeplug files for validation of compliance with those technical standards before a radio is authorized on the System. BCJC shall not reasonably withhold, condition, or delay approval of Agency programming that complies with such standards. BCJC's review and approval authority is limited to those programming elements that materially affect System integrity, interoperability, security, lawful operation, or network performance, and shall not extend to purely agency-specific operational preferences that do not create a material adverse impact on the System. If BCJC determines that a radio configuration is noncompliant, BCJC shall provide the Agency written notice identifying the specific noncompliant element and a reasonable opportunity to cure before revoking System access, except in the event of an immediate threat to System security, integrity, or lawful operation. Agency shall remain responsible for verifying that approved programming functions as intended for its operational use and shall promptly notify BCJC of any apparent programming errors.

6. LOSS OR THEFT. Agency shall notify BCJC as soon as reasonably possible upon discovery of the loss or theft of any Subscriber Radios, but in no case later than 48 hours from such discovery. BCJC will suspend the missing Subscriber Radios electronic registration with the System in order to prevent unauthorized access to the System.

7. NOTICES. Any notice, request, or other communication required by this Agreement shall be provided in writing, including electronic mail communication with a signatory, or their successor, of this Agreement, or by United States postal service at the addresses specified below.

Agency:
City of Columbia Fire Department
Attn: Angel Arnall
201 Orr Street
Columbia, MO 65201
Fax: 573-874-7446
angel.arnall@como.gov

County:
Boone County Joint Communications, Attn: Director
2145 County Drive
Columbia, MO 65202
Fax: 573-875-1072

With a copy to:
CJ Dykhouse, County Counselor
801 E Walnut, Rm 211
Columbia, MO 65201
Fax: 573-886-4413

8. HOLD HARMLESS. Agency and County acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. Agency and County assume no responsibility for any accidents or claims arising out of the use of the Subscriber Radios. Notwithstanding any other term of this Agreement, neither party intends to affect, waive, or modify the doctrines of sovereign immunity, official immunity, or other immunities or protections that are otherwise available to either party under Missouri state law or federal law.

9. NONAPPROPRIATION. Any obligation to either party imposed under this Agreement is conditioned on there being sufficient funds appropriated to fulfill that party's obligations under the Agreement.

10. TERM AND TERMINATION. This agreement shall continue perpetually unless terminated as provided for in this paragraph. County may terminate this agreement upon a minimum of 365 days' notice with the final termination date to coincide with the end of County's next fiscal year. Agency may terminate this agreement upon a minimum of 365 days' notice with the final termination date to coincide with the end of County's next fiscal year. If notice of termination is provided less than five (5) years since County has provided funding for the procurement of radios issued to Agency under this Agreement, then Agency will return all radios purchased with County funds to BCJC upon termination of this Agreement.

11. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

12. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

13. ENTIRE AGREEMENT. The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

14. 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.

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the Circuit Court of Boone County, Missouri.

16. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SO AGREED.

[Signatures appear immediately on next page.]

