

**FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL
DISPATCH**

THIS FIRST AMENDMENT TO COOPERATIVE AGREEMENT FOR JOINT CENTRAL DISPATCH (this “*First Amendment*”) to that certain Cooperative Agreement for Joint Central Dispatch dated as of March 13, 2019 (the “*Original Agreement*”) is made and entered into as of this ____ day of _____, 2023 (the “*Effective Date*”) by and among the **CITY OF MOBERLY, MISSOURI**, a city of the third class and Missouri municipal corporation located in Randolph County and having a principal office at 101 West Reed Street, Moberly, Missouri 65270 (the “*City*”); the **COUNTY OF RANDOLPH**, by and through the Randolph County Commission, a Missouri county of the third class having a principal office at 372 HWY JJ, Huntsville, Missouri 65259 (the “*County*”); and **RANDOLPH COUNTY AMBULANCE DISTRICT**, an ambulance district established and existing pursuant to sections 190.01 through 190.090 of the Revised Statutes of Missouri, as amended, and having a principal office at 1366 US-24, Moberly, Missouri 65270 (the “*RCAD*” and, together with the City and the County, the “*Parties*”).

RECITALS

A. The Parties mutually acknowledge that the cost of providing and maintaining separate emergency dispatch communications staffing is fiscally inefficient and burdensome for those entities providing emergency services in Randolph County (collectively, the “*Service Providers*”) and, recognizing that the City has the capacity and willingness to provide adequate facilities for joint central communications dispatch services for all Services Providers, the City and the County, together with certain individual Service Providers had entered into the Original Agreement whereby the City provides dispatch services for public safety calls for the Randolph County Sheriff’s Department and other Service Providers and the City, and the County contributes funds toward the operations and maintenance of that system.

B. The Parties further mutually acknowledge that even under the terms of the Original Agreement the joint central emergency communications and dispatch system currently operates at a significant deficit and, further, is in need of various technological upgrades and improvements necessary to maintain adequate service, all as outlined in that certain 9-1-1 Call Flow Analysis Report dated April 1, 2021 and prepared by SCG Consulting Services, LLC (the “*911 Report*”); and to address deficiencies identified in the 911 Report and to provide reasonable funds to address the financial and technological needs of the joint central communications dispatch system, the Parties have entered into this First Amendment and wish to commit, subject to applicable voter approval, certain funding sources necessary to upgrade the joint central communications dispatch system and to address operating deficits of the system.

AGREEMENT

NOW, THEREFORE, in consideration of the above premises and the mutual covenants set forth in this Agreement, the City and the County hereby agree as follows:

1. Ratification and Acceptance of Original Agreement; RCAD Added as Party. The Parties and specifically the RCAD hereby ratify, accept, and bind themselves to the terms of the

Original Agreement as amended by this First Amendment with the effect that the RCAD is hereby added as a party to the Original Agreement and hereby agrees to abide by the terms of the Original Agreement as amended by this First Amendment.

2. Section 1 of the Original Agreement Amended. The Original Agreement is hereby amended by deleting therefrom Section 1, “PSAP and Dispatch Services” in its entirety and by substituting therefor the following Section 1:

“1. PSAP and Dispatch Services. The City shall continue during the term of this Agreement: (i) to provide for central emergency dispatch communications for public safety and other emergency calls for the County Sheriff’s Department (collectively the “Dispatch Services”); and (ii) to act as the “public safety answering point” (as that term is used and defined in section 190.400(5) of the Revised Statutes of Missouri, as amended, or applicable successor enactments) (“PSAP”) to provide all PSAP operations including call forwarding for safety and other emergency calls for the County and within unincorporated areas of the County, for all incorporated municipalities located within the County including the City, for the Randolph County Ambulance District, and for the following fire districts located within the county: Higbee Fire Protection District; Southeastern Fire Protection District; Eastern Randolph County Fire District; Northeastern Rural Fire Protection District; and Westran Fire Protection District (collectively, “PSAP Services” and, together with the Dispatch Services, the “9-1-1 Services”).”

The Original Agreement is hereby further amended by deleting therefrom “Exhibit A” as referred to in Section 1 of the Original Agreement in its entirety.

3. Section 2 of Original Agreement Amended. The Original Agreement is hereby amended by deleting therefrom Section 2, “Contributions” in its entirety and by substituting therefor the following Section 2:

“2. Contributions; Further Undertakings of the Parties. For purposes of funding the operations, maintenance, and upgrading of the 9-1-1 Services, the Parties shall make the following contributions and commitments and levy and otherwise agree to the following charges and other terms:

a. The County shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as “Randolph County Landlines”, “Randolph County Cell Phones”, and “County User Fee” in **Table A** of **Exhibit 1** that are in place and effective as of the period of such funds, which is attached to and incorporated by reference in this Agreement, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended.

b. The County further agrees to apply for and utilize any and all amounts received by the County from time to time under the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, Pub.L. 117–2 (“ARPA”), to remit to the City for deposit into the City 911 Funds the sums shown as “ARPA Grant Funds” in **Exhibit 1, Table A** for the years 2022, 2023, 2024, 2025, and

2026, and also to provide additional ARPA funding, up to a total amount of ARPA funding of three million dollars (\$3M) to fund all, or as much as practicable based upon the amount of ARPA funds actually received, of costs for obtaining, purchasing, installing, and providing to the PSAP centralized 9-1-1 dispatch center for use in and serving the needs of the PSAP centralized 9-1-1 dispatch center the radio systems equipment identified in the table attached as **Exhibit 2** and incorporated by reference in this Agreement. An initial list of such equipment was included in the *Public Safety Radio Systems Analysis – Findings and Recommendations* dated June 2022 and prepared by SCG Consulting Services LLC. **Exhibit 2** reflects an update of such list based upon currently available information. The County shall either purchase such radio systems equipment directly for use in the PSAP centralized 9-1-1 dispatch center, or the City or RCAD may request reimbursement from the County for such purchases if the County has approved each purchase in advance. In the event that the County's expenditure of ARPA funds as contemplated in this paragraph reaches three million dollars (\$3M), then the costs for any additional equipment purchases needed will be shared by the parties in proportion to the 9-1-1 Services call volume of each party, provided that this limitation shall not apply if any additional round of ARPA funding is approved by Congress after January 1, 2023.

c. The City shall commit, provide for in each annual budget, and apply not less than annually from any legally available source or combination of sources the sums for each year shown as "City of Moberly Landlines" and "City of Moberly User Fee" in **Exhibit 1, Table A**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended; and in addition, the City shall recruit, hire, and employ an additional three and one half full time dispatch positions for service at the PSAP centralized 9-1-1 dispatch center.

d. The RCAD shall commit, provide for in each annual budget, and remit to the City not less than annually from any legally available source or combination of sources the sums for each year shown as "RCAD User Fee" in **Exhibit 1, Table A**, for use solely to fund the operations, maintenance, and upgrading of the 9-1-1 Services in accordance with this Agreement as hereby amended. The RCAD shall pay the 2022 RCAD User Fee promptly upon execution of this Agreement or at such later time as the City may agree in writing.

e. The Parties hereby acknowledge and agree that the sums set forth in **Exhibit 1** reflect and are based upon reasonable estimates of respective 9-1-1 Dispatch call volumes; and

f. In addition to the monetary obligations set forth herein, the City hereby commits to providing a parcel of land adequate to support the construction and maintenance of a new communications tower, and RCAD hereby commits to providing adequate installation locations for transmission repeaters, all to support the 9-1-1 Services. The provisions of this section are not to be allocated against the County financial commitments.

g. The Parties acknowledge that the funding contributions set forth in **Exhibit 1, Table A** contemplate the passage of a new sales tax by the County, from which no less

than 1/8 cent of said tax will be dedicated to funding the 9-1-1 Services beginning approximately in the second half of 2027, with said funding to be remitted to a specific fund to be established for the Moberly Joint Dispatch Center. The County hereby commits to developing a ballot measure that will include such new sales tax, whether independently or as part of larger sales tax measure, and submitting such ballot measure for approval by voters at an election to be held no later than November, 2024.

h. The Parties further acknowledge that in the event the additional sales tax revenue, or some alternative and substantially equivalent source of funding, is not dedicated to support the 9-1-1 Services by 2026, then the Parties will continue to operate two dispatch centers, with parties paying user fees for costs in proportion to the 9-1-1 Services call volume of each party. **Exhibit 1, Table B** shows the current estimated costs for such scenario.

i. In addition to the foregoing contributions and undertakings, the Parties agree to cooperate and undertake the consolidation of current RCAD dispatch operations within the PSAP centralized 9-1-1 dispatch center, with the effect that the PSAP centralized 9-1-1 dispatch center shall serve as the single dispatch center for all 9-1-1 calls within Randolph County. Accordingly, the RCAD shall promptly terminate and close any dispatch center and facilities which have been operated by the RCAD independent of the PSAP centralized 9-1-1 dispatch center and shall cooperate with the City and the County to transfer such equipment and materials from the RCAD dispatch center as may be efficiently used in or in support of the PSAP centralized 9-1-1 dispatch center. The Parties further agree to consider funding under the respective parties' ARPA or other similar available sources to be applied to the costs associated with the foregoing consolidation; *provided that*, in the event ARPA or similar funds actually received, together with other amounts and sources committed pursuant to this Agreement as hereby amended, are insufficient to fund the respective funding commitments of the County and the RCAD, the Parties will consider additional portions of such ARPA or similar funds that may be utilized to pay operations and maintenance expenses of the PSAP centralized 9-1-1 dispatch center in lieu of the purchase of equipment."

4. Section 3 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 3, "Administration; 9-1-1 Advisory Board" in its entirety and by substituting therefor the following Section 3:

3. Administration; 9-1-1 Advisory Board; Composition. Operational details for Dispatching Services shall be established by the City and adhered to by the Parties as such parties accept the operational details as presented in advance by the City and to the extent of approved budgets; *provided that* the County or the RCAD may recommend protocols and procedures from time to time through the 9-1-1- Advisory Board established pursuant to this Section 3. As part of the staffing for the 9-1-1 Services, the City shall create the position of and recruit, hire and employ a 9-1-1 Director who shall be an employee of the City who shall oversee and supervise the 9-1-1 Services. The County shall establish by order a 9-1-1 Advisory Board to advise the 9-1-1 Director and the City regarding recommended protocols, procedures, technological upgrades and similar in respect of the

9-1-1 Services from time to time. The 9-1-1 Advisory Board so created shall have the following specific duties: (i) to prepare recommended annual budgets for the use and application of the funds from contributions and service fee charges provided for in Section 2 of this Agreement; (ii) to monitor the allocation of such funds and the provision of 9-1-1 Services in the County; (iii) to coordinate the implementation, upgrading or maintenance of the system, including making of recommendations for equipment specifications and coding systems; (iv) to undertake such studies or investigations and to make such recommendations as may be necessary or desirable for the proper functioning and delivery of the 9-1-1 Services; and (v) to establish amounts for service fee charges for any Public Agency (as that term is defined in Section 190.300 RSMo., as amended) that is a user of PSAP Services other than the City, County, and RCAD, and to revise such amounts from time to time. The 9-1-1 Advisory Board shall consist of seven (7) members consisting of: (i) the County's Presiding Commissioner serving as the County Chief Emergency Management Officer or in an extended absence, a designated current County Commissioner; (ii) One (1) representative appointed by all of fire districts receiving the 9-1-1-Services under this Agreement, selected in any manner the foregoing districts may determine; (iii) One (1) representative of the Randolph County Sheriff's Department; (iv) One (1) representative of the Randolph County Ambulance District; (v) One (1) representative of the Moberly Fire Department; (vi) One (1) representative of the City of Moberly appointed by the City Council; and (vii) the 9-1-1 Director, who shall serve as non-voting ex-officio Chair. The 9-1-1 Advisory Board shall meet at least quarterly. The 9-1-1 Director shall not vote."

5. Section 4 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 4, "Term, Effect" in its entirety and by substituting therefor the following Section 4:

"4. Term; Effect. The term of this Agreement shall commence on January 1, 2023 (the "Effective Date") and remain in force and effect for a period of Five (5) years following the Effective Date (the "Amended Initial Period") and thereafter shall automatically renew for successive periods of One (1) year each for two (2) years; *provided that* after the expiration of the Amended Initial Period, this Agreement may be terminated by the City, County, or RCAD upon six (6) months prior written notice delivered as provided in Section 5 of this Agreement. This Agreement supersedes any prior agreement for 911 dispatch services between the Parties and any such agreement shall be of no further force and effect except that the Original Agreement as amended exists.

To the extent this Agreement is terminated properly, the City shall compensate the County for equipment that is listed under Item No. A in Exhibit 2 (tower site equipment) that was purchased by the County, based upon the value of such equipment as of the date of termination."

6. Section 6 of Original Agreement Amended. The Original Agreement is hereby further amended by deleting therefrom Section 6, "Indemnification" in its entirety and by substituting therefor the following Section 6:

"6. Indemnification. To the extent permitted by law, the City agrees to indemnify and hold the other Parties, and their respective governing body members, officers, and

employees, harmless from and against any and all suits or claims by persons or entities other than signatories to this Agreement, including cost of reasonable attorneys' fees, resulting from the City's provision of the 9-1-1 Services; *provided that* the indemnification contained in this Section 6 shall not extend to claims resulting in any way from (i) the willful misconduct or negligence of officials, employees and agents or any Party and for which such Party is held to be liable or such officials, employees or agents are held to be individually liable; and (ii) any legal action brought challenging all or any part of this Agreement or the approval thereof by any Party (other than procedural defects which defects may not be subsequently corrected by such Party) or any ordinance or order adopted in connection with this Agreement as hereby amended or the 9-1-1 Services, or any payment of costs under this Agreement. This provision is not intended to waive sovereign immunity and other defenses of each party unless so ordered by a court of competent jurisdiction."

7. **Section 7 of Original Agreement Amended.** The Original Agreement is hereby further amended by deleting therefrom Section 7, "Notices" in its entirety and by substituting therefor the following Section 7:

"7. **Notices.** Whenever notice or other communication is called for in this Agreement to be given or is otherwise given, such notice or other communication shall be in writing and shall be personally delivered or sent by registered or certified mail, return receipt requested, addressed as follows:

If to the City:

City of Moberly
101 West Reed Street - City Hall
Moberly, Missouri 65270
Attn: City Manager

with a copy to:

Cunningham, Vogel & Rost, P.C.
3660 S. Geyer Road, Suite 340
St. Louis, Missouri 63127
Attn: Greg H. Dohrman, Esq.

If to the County

The County of Randolph
County Administration Building
372 HWY JJ
Huntsville, Missouri 65259
Attn: Presiding Commissioner

with a copy to:

Schraeder Law Firm P.C.
4579 Laclede Avenue
Suite 142
St. Louis, Missouri 63108
Attn: Ivan Schraeder, Esq.

If to the RCAD:

Randolph County Ambulance District
1366 US-24
Moberly, Missouri 65270
Attn: Chief Executive Officer

with a copy to:

Attn: _____"

8. References to Other Parties. References in the Original Agreement to the “other Party” shall be understood to mean the “other Parties”, “neither Party” shall be understood to mean “no Party”, and “City and the County” shall be understood to mean “the Parties”.

9. User Agreements. The City is hereby authorized to enter into agreements with users of all or any portion of the Dispatch Services, with the charges for such services being established by the 9-1-1 Advisory Board as described in Section 3 of this Agreement. The Parties acknowledge that the funding solution reflected in **Exhibit 1** is based on user fees being implemented for such users beginning in 2025.

10. Ratification of Original Agreement as Amended; Conflicts. The Original Agreement as modified and amended by this First Amendment is hereby ratified and confirmed by each of the Parties. Except for the specific modifications and amendments contained in this First Amendment, all other terms of the Original Agreement shall remain unchanged, in full force and effect, and binding on each of the Parties; *provided that* in the event of any conflict between the terms of this First Amendment and those of the Original Agreement, the terms of this First Amendment shall govern and the Original Agreement shall be deemed modified to the extent of the conflict.

[Remainder of page left blank intentionally. Signatures of the parties appear on the following page(s).]

IN WITNESS WHEREOF, the Parties have set their hands and seals as of the day and year first written above.

CITY OF MOBERLY

By: _____
Tim Brubaker, Mayor

ATTEST:

Shannon Hance, City Clerk

THE COUNTY OF RANDOLPH

By: _____
Presiding Commissioner

ATTEST:

Terri Maddox, County Clerk

**RANDOLPH COUNTY AMBULANCE
DISTRICT**

By: _____
Title:

ATTEST:

Exhibit 1

Table A: Funding Solution for Central Dispatch, With Sales Tax Approved

Revenues	2022 (Actual)	2023 (Budget)	2024 (Est.)	2025	2026	2027	2028	2029	TOTAL
City of Moberly Landlines	67,722.16	72,000	70,000	70,000	70,000	70,000	70,000	70,000	559,722
Randolph County Landlines	4,504.97	10,000	5,000	5,000	5,000	5,000	5,000	5,000	44,505
Randolph County Cell Phones	222,620.90	200,000	214,804	220,000	225,000	230,000	235,000	240,000	1,787,425
City of Moberly User Fee	250,000.00	250,000	250,000	260,000	260,000	260,000	73,000	85,000	1,688,000
RCAD User Fee	71,882.59	68,484	81,118	75,000	75,000	72,500	43,800	51,000	538,785
County User Fee	0.00	0	0	0	0	52,500	29,200	34,000	115,700
Rural FD User Fee	0.00	0	0	5,000	5,000	5,000	5,000	5,000	25,000
County ARPA Funds	47,921.73	45,656	54,078	50,000	50,000	0	0	0	247,656
COUNTY GO 1/8 Cent Sales Tax	0.00	0	0	0	0	250,000	500,000	500,000	1,250,000
Total Revenue	664,652.35	646,140	675,000	685,000	690,000	945,000	961,000	990,000	6,256,792
Total Estimated Expenses	664,652.35	646,140	675,000	685,000	690,000	945,000	961,000	990,000	6,256,792
OVER UNDER REVENUE	0.00	0	0	0	0	0	0	0	0

Table B: Two Dispatch Option, NO Sales Tax Approved

Revenues	2022 (Actual)	2023 (Budget)	2024 (Est.)	2025	2026	2027	2028	2029	TOTAL
City of Moberly Landlines	67,722.16	72,000	70,000	70,000	70,000	70,000	70,000	70,000	559,722
Randolph County Landlines	4,504.97	10,000	5,000	5,000	5,000	5,000	5,000	5,000	44,505
Randolph County Cell Phones	222,620.90	200,000	214,804	220,000	225,000	230,000	235,000	240,000	1,787,425
City of Moberly User Fee	250,000.00	250,000	250,000	260,000	260,000	260,000	260,000	260,000	2,050,000
RCAD User Fee	71,882.59	68,484	81,118	75,000	75,000	76,000	76,000	76,000	599,485
County User Fee	0.00	0	0	0	0	51,000	51,000	51,000	153,000
Rural FD User Fee	0.00	0	0	5,000	5,000	5,000	5,000	5,000	25,000
County ARPA Funds	47,921.73	45,656	54,078	50,000	50,000	0	0	0	247,656
1/8 Cent Sales Tax	0.00	0	0	0	0	0	0	0	0
Total Revenue	664,652.35	646,140	675,000	685,000	690,000	697,000	702,000	707,000	5,466,792
Total Estimated Expenses	664,652.35	646,140	675,000	685,000	690,000	697,000	702,000	707,000	5,466,792
OVER UNDER REVENUE	0.00	0	0	0	0	0	0	0	0

Exhibit 2

Rev: October 14, 2022				
Randolph County Missouri - Public Safety Radio System Project Planning				
Item No	Equipment and Services	MRJCC Dispatch Rural Fire Analog	MRJCC Dispatch Rural Fire P25 Digital	Actual
A	Tower Site in Moberly: 250-ft Self Supporting Tower	\$ 550,000	\$ 550,000	
B1	VHF P25 Repeater System - Moberly Police Dept.	\$ 45,000	\$ 45,000	
B2	VHF P25 Mobile and Portable Radios for Moberly Police Dept. (based on recent proposal)	\$ 92,160	\$ 92,160	
B3	VHF P25 Repeater System - Moberly Fire Dept.	\$ 40,000	\$ 40,000	
B4	VHF P25 Mobile and Portable Radios for Moberly Fire Dept. (est, based on recent proposals)	\$ 111,360	\$ 111,360	
B5	MRJCC Add 3rd Moto MCC7500 Dispatch Console	\$ 110,000	\$ 110,000	\$ 85,000
B6	MRJCC New 3-Pos Dispatch Workstation Furniture	\$ 105,000	\$ 105,000	
B7	MRJCC CAD/EMS Software Interface	\$ 40,000	\$ 40,000	
B8	MRJCC/Moberly Contingency & Proj. Mgmt	\$ 44,000	\$ 44,000	
C	MOSWIN P25 Mobile and Portable Radios for Randolph County Sheriff's Office (costs based on recent proposal from Motorola/Wireless USA)	\$ 554,968	\$ 554,968	
D1	VHF P25 6-Site VHF Simulcast Repeater System for RCAD and Rural Fire Operations	\$ 450,000	\$ 450,000	
D2	VHF Mobile, Portable and Pager Radios for Randolph County Rural Fire Agencies (refer to Report; does not include radios for RCAD)	\$ 433,300	\$ 641,200	
E1	VHF Repeater for RCAD (Analog or P25)	\$ 15,000	\$ 50,000	
E2	VHF P25 Mobile, Portable Pager Radios for RCAD Dept.	\$ 94,000	\$ 94,000	
E3	New MCC7500 Dispatch Consoles for RCAD			
F	New VHF P25 Mobile & Portable Radios Huntsville PD	\$ 39,147	\$ 39,147	
G	Project Contingency	\$ 75,000	\$ 75,000	
H	FCC Licensing Fees	\$ 10,000	\$ 10,000	
I	Project Management (included in each total above)			
J	Radio User Training Services	\$ 15,000	\$ 15,000	
	Total - System/Project Costs	\$ 2,823,935	\$ 3,066,835	\$ 85,000