

**COOPERATIVE AGREEMENT FOR
STORM SIREN INSTALLATION AND MAINTENANCE**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 29 day of Feb., 2012, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter referred to as "the County"), and the **CITY OF LEE'S SUMMIT, MISSOURI** (hereinafter referred to as "the City").

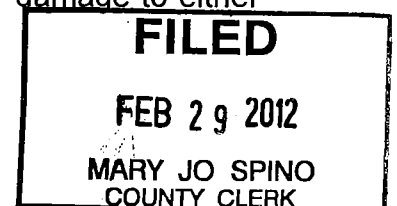
WHEREAS, the County and the City have proposed to cooperate in the installation and maintenance of storm warning sirens on the grounds of the County's Fleming Park and Blue Springs Lake Park, within the corporate limits of the City; and,

WHEREAS, under the proposal, the County will purchase, install, and provide electricity for the sirens, and the City will operate and maintain the sirens; and,

WHEREAS, this arrangement is in the best interests of the health, safety, and welfare of the citizens of the County and of the City; now therefore,

IT IS AGREED, by and between the parties as follows:

1. The County will purchase and install two (2) storm warning sirens (estimated cost, \$19,700 each) at two mutually agreed upon locations, one at the County's Fleming Park near shelter 6 and/or shelter 7, and one at the County's Blue Springs Campground on the grounds of Blue Springs Lake.
2. The County will also contract with the appropriate electric utility to provide electric service to each siren and will pay all costs associated with electric service.
3. The City will be responsible for the maintenance and operation of the sirens once installed, to include the sounding of the sirens during emergencies as appropriate. The City shall not be responsible for any destruction or damage to either



siren, with the exception of destruction or damage caused by negligence or willful misconduct of the City or any of its employees or agents. Further, the City shall not be responsible for any repairs to keep the sirens in working order, with the exception of routine maintenance.

4. Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, or its officers, agents, or employees, except as provided in section 70.290, RSMo.

5. This Agreement shall be effective as of the date first above written, and shall continue from year-to-year, unless sooner terminated pursuant to paragraph 6 below.

6. Either party may terminate this Agreement by giving 90 days' advance written notice to the other party. Termination shall be effective as of January 1 next following timely notice of termination. In the event of termination, neither party shall have any financial obligations to the other party.

7. All financial obligations of this Agreement are subject to the appropriation of the necessary funds by the legislative or governing body of the party responsible for the payment.

8. Invalidation of any part of this Agreement by judgment or other court action shall in no way effect any other provisions, which shall remain in full force and effect.

9. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

County - Director of Emergency Preparedness
201 W. Lexington, Suite 201
Independence, MO 64050

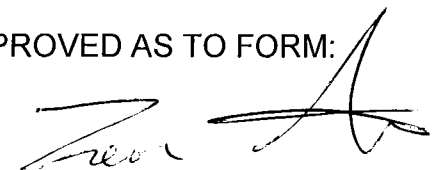
City - Fire Chief
Lee's Summit Fire Department
207 SE Douglas
Lee's Summit, MO 64063

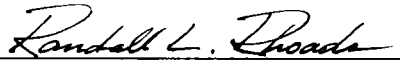
10. This Agreement incorporates the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

APPROVED AS TO FORM:

CITY OF LEE'S SUMMIT, MO

By 
Trevor L. Stiles, Assistant City Attorney

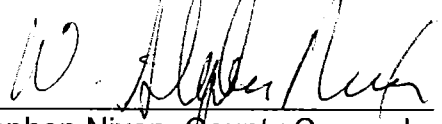
By 
Randall L. Rhoads, Mayor

ATTEST:

By 
Denise Chisum, City Clerk

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By 
W. Stephen Nixon, County Counselor

By 
Michael D. Sanders, County Executive

ATTEST:

By 
Mary Jo Spino, Clerk of the Legislature