

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

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 25 day of JAN., 2011, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter referred to as "the County"), and the **CENTRAL JACKSON COUNTY FIRE PROTECTION DISTRICT** (hereinafter referred to as "the District").

WHEREAS, the County and the District have proposed to cooperate in the relocation 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 District; and,

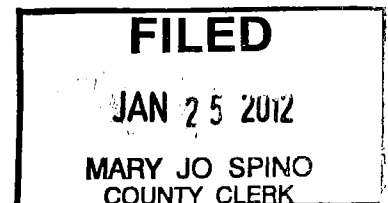
WHEREAS, under the proposal, the County will relocate, install, and provide electricity for the District's existing sirens, including poles, and the District will operate, maintain, and insure (or otherwise be responsible for damage to or loss of) the sirens; and,

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

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

1. The County will relocate and install existing storm warning sirens (including poles) owned by the District at two mutually agreed upon locations, one at the County's Fleming Park near the Kemper House and one at the County's Blue Springs Lake, near Shelter A.

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 District will be responsible for the maintenance and operation of the sirens once relocated, to include the sounding of the sirens during emergencies as appropriate. Further, in the event of destruction of or damage to either siren, the District will replace or repair the siren as appropriate. The District may, but is not required to, obtain casualty insurance to fund such replacement and/or repair.

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

District - Central Jackson County
Fire Protection District
John Welchert

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.

CENTRAL JACKSON COUNTY
FIRE PROTECTION DISTRICT

By John Welchert
Title: Chairman

JACKSON COUNTY, MO

By M. D. Sanders
Michael D. Sanders, County Executive

APPROVED AS TO FORM:

By W. Stephen Nixon
W. Stephen Nixon, County Counselor

ATTEST BY:

Mary Jo Spino
Mary Jo Spino, Clerk of the Legislature