

C. Oatis 2/8/16

Res. 19067

**COOPERATIVE AGREEMENT FOR
PUBLIC SAFETY RADIO EQUIPMENT INSTALLATION AND MAINTENANCE**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 22nd day of December, 201~~6~~⁵, by and between **JACKSON COUNTY, MISSOURI**, (hereinafter referred to as "the County"), and the **CITY OF GREENWOOD, MISSOURI** (hereinafter referred to as "the City").

WHEREAS, the County and the City have proposed to cooperate in the purchase, installation and maintenance of a Digital Vehicular Repeater System (DVRS) on the City's antenna; and,

WHEREAS, the DVRS is a specialized piece of equipment that can be utilized as "range extender" to relay local portable radio signals to a digital radio network; and,

WHEREAS, the Jackson County Sheriff's Office provides dispatch services to the City; and

WHEREAS, the DVRS will improve portable radio coverage for Greenwood Police since the transition to the regional digital public safety radio network, and

WHEREAS, under the proposal, the County will purchase the DVRS and the City will install and maintain the system; 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 the DVRS at a cost of \$30,227.
2. The City will be responsible for the installation of the DVRS on the City antenna and any maintenance and repair costs of the DVRS once installed.

FILED
FEB 05 2016
MARY JO SPINO COUNTY CLERK

3. 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.

4. 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 5 below.

5. Either party may terminate this Agreement by giving 90 days' advance written notice to the other party. In the event of termination, neither party shall have any financial obligations to the other party.

6. 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.

7. 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.

8. 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 - Sheriff Mike Sharp
Jackson County Sheriff's Office
4001 NE Lakewood Court
Lee's Summit, MO 64064

City - Police Chief Greg Hallgrimson
City of Greenwood
709 W. Main
Greenwood, MO 64034

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 GREENWOOD, MO

By 
City Attorney

By 
Marvin Megge, Mayor

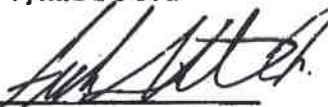
ATTEST:

By 
Dot Watkins, City Clerk

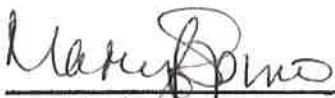
APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By 
W. Stephen Nixon, County Counselor

By 
Frank White, Jr., County Executive

ATTEST:

By 
Mary Jo Spino, Clerk of the Legislature

BILL NO. 2015-22

ORDINANCE NO. 2015-2902

**AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT WITH
JACKSON COUNTY**

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI, AS FOLLOWS:

That the Board of Aldermen of the City of Greenwood hereby approves the Cooperative Agreement for Public Safety Radio Equipment Installation and Maintenance with Jackson County, Missouri, a copy of which is attached hereto in its substantial form, and also authorizes the Mayor to sign for and execute the agreement on the City's behalf. The Mayor, the Police Chief, City Clerk, and other appropriate City officials are hereby authorized to take any and all actions as may be deemed necessary or convenient to carry out and comply with the intent of this Ordinance and to execute and deliver for and on behalf of the City all certificates, instruments, agreements and other documents, as may be necessary or convenient to perform all matters herein authorized.

PASSED THIS 22nd DAY OF DECEMBER, 2015, BY THE BOARD OF ALDERMEN OF THE CITY OF GREENWOOD, MISSOURI.

Alderman	Vote			
	Aye	Nay	Abstain	Absent
Muchmore	x			
Cover	x			
Weaver	x			
Harrell	x			
Megee (in case of tie)				

APPROVED THIS 22nd DAY OF DECEMBER, 2015 AS ORDINANCE NO. 2015-2902.


Marvin Megee, Mayor

ATTEST:


Dorothy Watkins, City Clerk