

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the City of Independence for a direct network connection between the county and city networks, at no cost to the County.

RESOLUTION #16705, September 15, 2008

INTRODUCED BY Scott Burnett, County Legislator

WHEREAS, the City of Independence Emergency Manager has acquired grant funding for communications and desires to use this funding for a project to create a direct network connection between County and City networks; and,

WHEREAS, it would be beneficial to the County and the City of Independence to have a data network connection for use in emergency and other situations; and,

WHEREAS, a Memorandum of Understanding (MOU) is the appropriate vehicle to permit the creation of this direct network; and,

WHEREAS, the proposed MOU creates obligations on the City to use the grant funds specifically for creating this direct connection, and obligations on the County to permit the City access to the Technology Center for such work; and,

WHEREAS, the attached MOU with the City of Independence adequately sets out the rights and obligations of the parties with regard to this arrangement, at no cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Memorandum of Understanding with the City of Independence.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution #16705 of September 15, 2008, was duly passed on September 15, 2008 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

9-16-08
Date



Mary Jo Spino, Clerk of Legislature

Jackson County, Missouri
City of Independence, Missouri
Memorandum of Understanding for Network Connection

THIS AGREEMENT is entered into this 9 day of October, 2008, by Jackson County, Missouri, a body politic of the state of Missouri (hereinafter referred to as County) and the City of Independence, Missouri, a Municipal corporation of the State of Missouri (hereinafter referred to as City).

WHEREAS, it would be beneficial to the County and the City to have a data network connection for use in emergency and other situations; and

WHEREAS, the City has money available to make the connection; and

WHEREAS, the County and City have the authority to enter into this cooperative agreement by Sections 70.210 et. seq. of the Revised Statutes of Missouri;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Statutory Authority. The parties enter in this Agreement as authorized by Section 70.221 of the Revised Statutes of Missouri, and agree that the scope of this Agreement is within the powers of each party.
2. Project Description. The City's data network will be connected to the County's data network by aerial high-speed fiber, with a network firewall at both the City and County ends of the circuit.
3. Obligations of the City. The City will use available grant money to extend a new fiber segment from an existing aerial fiber, terminate the fiber at the County's Technology Center located at 303 W. Walnut, Independence, Missouri, provide a firewall at the County's end of the circuit and install a firewall at the City's end of the circuit.
4. Obligations of the County. The County agrees to permit the City timely and convenient access to the County's Technology Center for the termination of the fiber circuit. The County will be responsible for installing and configuring the firewall that the City will provide for their end of the circuit.
5. Funding. Should the grant funding not be available to the City for this network connection, this agreement shall be void.

FILED

OCT 09 2008

MARY JO SPINO
COUNTY CLERK

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

7. Mutual Cooperation. The parties agree that they will confer and cooperate with each other to ensure that the project is accomplished as efficiently and expeditiously as possible.

8. Termination. This Agreement may be terminated at the option of either party at any time upon ten (10) calendar days' written notice, except any obligation to pay for work already performed shall survive any termination.

9. Notices. 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 Technology Services
Jackson County, Missouri
303 West Walnut
Independence, MO 64050

City: City Manager
City of Independence
111 East Maple, P.O. Box 1019
Independence, MO 64051

10. Approval. This Agreement shall become effective upon approval by the governing bodies of the parties.

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


CITY OF INDEPENDENCE, MISSOURI

By 
Robert Heacock, City Manager

ATTEST:


Jane Sharon, City Clerk

APPROVED AS TO FORM


B. Allen Garner, City Counselor
City of Independence, Missouri


JACKSON COUNTY, MISSOURI

By 
Mike Sanders, County Executive

ATTEST:


Mary Jo Spino
CLERK OF THE LEGISLATURE

APPROVED AS TO FORM


Mark S. Jones
JACKSON COUNTY COUNSELOR