

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** authorizing the County Executive to execute a Cooperative Agreement with the Central Jackson County Fire Protection District related to the maintenance and operation of a storm warning siren located at Landahl Park.

**RESOLUTION NO. 19405**, March 6, 2017

**INTRODUCED BY** Crystal Williams, County Legislator

WHEREAS, by Ordinance 4930, dated November 7, 2016, the Legislature did authorize the acceptance of a grant from the Federal Emergency Management Agency for the furnishing of an emergency storm warning siren for installation at Landahl Park; and,

WHEREAS, the Director of Emergency Management recommends the execution of a Cooperative Agreement with the Central Jackson County Fire Protection District ("the District") related to the maintenance and operation of said storm warning siren; and,


WHEREAS, the attached Cooperative Agreement with the District sets out the right and responsibilities of each entity related to this storm warning siren; and,


WHEREAS, the execution of the attached Cooperative Agreement is in the best interests of the health, safety, and welfare of the citizens of Jackson 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 Cooperative Agreement with the Central Jackson County Fire Protection District, at no cost to the County.

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 No. 19405 of March 6, 2017, was duly passed on March 13, 2017 by the Jackson County Legislature. The votes thereon were as follows:


Yeas 8

Nays 0

Abstaining 0

Absent 1

3-13-17  
Date

  
Mary Jo Spino, Clerk of Legislature

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

**THIS COOPERATIVE AGREEMENT** (Agreement) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 installation and maintenance of a storm warning siren on the grounds of the County’s Landahl Park, within the corporate limits of the District; 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 purchase and install one (1) storm warning siren (estimated cost \$25,636.00 each), at a mutually agreed upon location in Landahl Park, adjacent to Argo Road, near the archery range location.
2. The District will also contract with the appropriate electric utility to provide electric service and will pay all costs associated with electric service.
3. The District will be responsible for the maintenance and operation of the siren once installed, to include the sounding of the sirens during emergencies as appropriate. The District shall not be responsible for any destruction or damage to the siren, with the exception of destruction or damage caused by negligence or willful misconduct of the District or any of its employees or

agents. Further, the District 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 the Agreement by judgment or other court action shall in no way affect 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 may designate in writing:

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

District - Central Jackson County Fire District  
Fire Chief

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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:

JACKSON COUNTY, MISSOURI

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W. Stephen Nixon  
County Counselor

By: \_\_\_\_\_  
Frank White, Jr.  
County Executive

ATTEST:

CENTRAL JACKSON COUNTY FIRE  
PROTECTION DISTRICT

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Mary Jo Spino  
Clerk of the Legislature

By: \_\_\_\_\_  
Title: \_\_\_\_\_