

**AGREEMENT
FOR THE PLACEMENT OF AN EMERGENCY SIREN IN
GANS CREEK RECREATION AREA**

THIS AGREEMENT, between Boone County, Missouri, on behalf of its Office of Emergency Management (“County”), and the City of Columbia, Missouri, ("City") is made and entered into on the date of the last signatory noted below (hereinafter “Effective Date”). City and County are each individually referred to herein as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the City and County are empowered in Article VI, Section 16 of the Missouri Constitution, and Section 70.220, RSMo, respectively, to enter into certain cooperative agreements; and

WHEREAS, County desires to place a pole with an emergency siren in Gans Creek Recreation Area (“Park”) in order to provide better emergency warning services to the community;

WHEREAS, City owns the Park and supports County’s efforts in providing emergency management for the City and County.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. City agrees to allow the County to install a pole with a warning siren and supporting infrastructure (hereinafter, collectively “Warning System”) in the Park at the location agreed to by the Parties. County shall install and maintain the Warning System at County’s sole expense. The Warning System shall be installed at the location shown on the map which has been marked "Exhibit A" and is attached to and made a part of this Agreement. County shall promptly repair any damage caused by the installation of the Warning System and shall be solely responsible for the ongoing maintenance of the Warning System. County shall keep the Warning System in good repair. Should the City determine it necessary that the Warning System be moved or relocated, County shall move the Warning System at its sole expense.
2. The term of this Agreement shall be one year from the Effective Date. Thereafter, the Agreement shall automatically renew for successive terms of one year, unless the Agreement is cancelled by either party with thirty (30) days prior written notice.
3. Upon termination of the Agreement, the Emergency System shall be removed by the County at the County’s sole expense. The County shall promptly repair any damage caused by the removal of the Warning System and shall restore the original contour of the land.
4. City shall not be responsible for any damage done to the Warning System as a result of park maintenance operations or for damage resulting from any other cause.

5. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

6. No Third-Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

7. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

8. Governing Law and Venue. This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

9. General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

10. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

11. The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference:

Exhibit A Description Map

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between County and City relative to the Warning System described herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Warning System described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager



Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

BOONE COUNTY, MISSOURI

By: _____
Kip Kendrick, Presiding Commissioner

By: _____
Justin Aldred, District I Commissioner

By: _____
Janet M. Thompson, District II Commissioner

Date: 6/29/2023

ATTEST:

Brianna L. Lennon
Brianna Lennon, County Clerk

Date: 6/29/2023

APPROVED AS TO FORM:

C.J. Dykhouse
C.J. Dykhouse, County Counselor

CERTIFICATION:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.

Kyle Bieman 6-21-23
Auditor Date



New Siren Site - Gans Creek Rd

