

## OUTDOOR WARNING DEVICES

### Memorandum of Understanding (MOU)

This MOU is entered into this 21 day of March, 2012, by and between the City of Bel Aire, Kansas, hereinafter referred to as the "City," and the Board of County Commissioners of Sedgwick County, Kansas, (and their Emergency Management Department and Emergency Communications Department) herein referred to as the "County."

#### **Purpose:**

The purpose of this MOU is to outline the terms and agreements relating to the ownership, maintenance, operation, installation and other information related to the Outdoor Warning Device system located within the boundaries of Sedgwick County.

#### **Background**

Sedgwick County has elected to update the Outdoor Warning Device system to operate utilizing digital technology with the capability of each individual unit to report back to a central location on its condition and ability to operate. This action was approved by the Sedgwick County Board of County Commissioners, and a Request for Proposal was initiated. The vendor winning the RFP was ATI Systems of Boston, Massachusetts. The successful vendor has subsequently been awarded the contract to provide the installation and update of all outdoor warning devices located within Sedgwick County, Kansas.

It is the intent of Sedgwick County, Kansas, through its Emergency Management Department (with support from its Emergency Communications Department) to own, operate, install, and maintain a county-wide outdoor warning system capable of providing geographically targeted warning utilizing information supplied by the National Weather Service warning polygons so that areas at direct threat of peril or damage from the storm can be alerted and warned.

#### **Ownership**

It is hereby understood by the parties to this agreement that ownership of the outdoor warning devices (commonly called sirens) will be vested in the County of Sedgwick County, Kansas by the adoption of this MOU.

#### **Installation / Expansion of Outdoor Warning Device System**

It is hereby understood by the parties to this agreement that the installation of outdoor warning devices and upgrade receiver / controller packages will be installed on each of the existing devices as of January 1, 2012.

It is further understood that the installation of outdoor warning devices in the future will be under the control and supervision of the County of Sedgwick County, Kansas. At the

recommendation of the Emergency Management department, with the approval of appropriate budget authority by the Sedgwick County Board of County Commissioners,

devices will be installed as areas within Sedgwick County continue to grow and develop. Factors that will be taken into account in the location of future outdoor warning devices will include, but not be limited to the following:

1. Within range of any park, golf course, downtown or outdoor large public gathering area or shopping malls.
2. Within range to provide warning (in accordance with manufacturer's specifications) for large gathering areas where many patrons may gather. An example of this type of consideration might include a Zoo or other outdoor public facility of a similar nature.
3. Within range to provide warning (in accordance with manufacturer's specifications) for large industrial complexes where many employees work, or have the potential to be outside.
4. Any residential area includes 400 or more homes within range to provide warning (in accordance with manufacturer's specifications).
5. Consideration will also be given to the areas where appropriate electrical power is available to operate the outdoor warning device.
6. Consideration will be given to proposed area of installation such that the outdoor warning device will be easy to access for service and maintenance by authorized contractors.
7. In all cases, the final decision to install an outdoor warning device in a particular location shall be retained by the County of Sedgwick County, Kansas and its Emergency Management Department. Should a City partner to this agreement disagree with the final determination by Sedgwick County, the City may, at its own expense, purchase, install, maintain, and cause to be equipped with appropriate receivers to operate on the Sedgwick County Outdoor Warning System an Outdoor Warning Device. The device must work with the existing Sedgwick County Outdoor Warning System (at the time of installation). Sedgwick County will retain the right to consider accepting the ownership and cost of operation and maintenance of such a device on a case-by-case basis.
8. Sedgwick County and its Emergency Management Department will examine the growth and development patterns within Sedgwick County on a regular basis to ascertain the need for expansion of the outdoor warning device system, subject to authorization and appropriation of funding by the Sedgwick County Board of County Commissioners.

### **Maintenance of Outdoor Warning Device System**

It is hereby understood by the parties to this agreement that Sedgwick County will assume responsibility for maintenance of all outdoor warning devices existing within Sedgwick County as of January 1, 2012 upon execution of this MOU.

It is further understood by the parties to this MOU that the County of Sedgwick County and its Emergency Management Department have an expectation that the City Partners who are currently providing their personnel for the purposes of It is further understood by the parties to this MOU that the County of Sedgwick County and its Emergency Management Department have an expectation that the City Partners who are currently providing their personnel for the purposes of determining any need for maintenance on the existing devices as of January 1, 2012 will continue do so to the extent possible. Sedgwick County, Kansas and its Emergency Management Department will assume financial responsibility for repair and maintenance of those outdoor warning devices not covered by the provisions of a manufacturer's warranty.

### **Electrical Power for Outdoor Warning Devices**

The cost of electrical power to operate the warning devices in existence within Sedgwick County, Kansas as of January 1, 2012 will be gradually shifted from the current owners (for those owned by City partners to this MOU) to Sedgwick County and its Emergency Management Department. During the first year after adoption of this MOU, the existing City partners will continue to pay 100% of the cost of electrical utilities for the operations of the Outdoor Warning Devices they were responsible for on January 1, 2012. For the second year of operation after adoption of this MOU, the City Partners will pay 50% of the cost of electrical utilities for the Outdoor Warning Devices, and Sedgwick County and its Emergency Management Department will pay for the other 50% of the cost of electrical utilities to these same devices. In the third year of operation and each year thereafter, Sedgwick County and its Emergency Management Department will pay 100% of the cost of electrical utilities for the operation of the Outdoor Warning Devices. The cost for the electrical utilities to operate any auxiliary control sites for the system set up in any City partner's facility shall be the total and entire responsibility of said City partner.

### **Operation of the Outdoor Warning Device System**

It is understood by all parties to this MOU that the primary activator / operator of the Sedgwick County Outdoor Warning System will be Sedgwick County and its Emergency Management Department (with support from its Emergency Communications Department). A City-partner may, at its own expense, have an auxiliary control / activation unit installed within their facilities. This action is at the discretion and expense of the individual City partner. In addition, the operation of a single or small group of outdoor warning devices located within the immediate environment of an individual City partner is allowed for purposes of notifying emergency agencies (for example, volunteer Fire Departments) of the need to activate and provide services.

In its use of the Outdoor Warning System, Sedgwick County, Kansas and its Emergency Management Department follow the recommendations contained within the Federal Emergency Management Agency (FEMA) National Warning System Operations Manual 1550.2 (March 30, 2001), which states:

**e. Emergency Preparedness Warning Signals.** FEMA established the signals for outdoor warning devices that alert the public and indicate the immediate action people should take in an emergency. FEMA recognizes that there has been a reduction in the number of active siren systems throughout the warning community. However, for those communities that still operate sirens as well as other systems, the following apply to warn the public to take immediate action.

(1) Attention or Alert Warning Signal. A 3 to 5 minute *steady* signal from sirens, horns, or other devices. Local government official may authorize use of this signal to alert the public of peacetime emergencies. Besides any other meaning or requirement for action as determined by local government officials, the Attention or Alert signal will indicate to all persons in the United States, "Turn on your radio or television and listed for essential emergency information."

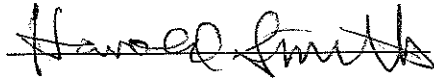
(2) Attack Warning Signal. A 3 to 5 minute *wavering* tone on sirens or a series of short blasts on horns or other devices. The Attack Warning signal means detection of an actual attack or accidental missile launch. Take protective action immediately. The Attack Warning will be repeated as often as deemed necessary by local government authorities to obtain the required response by the population, including taking protective action related to the arrival of fallout. ***This signal will have no other meaning and will be used for no other purpose.***

**2-3. Local Warning System Tests.** Local warning systems should be tested on a periodic basis to include the fan-out warning and the alerting of key officials and agencies. It is especially important that local warning devices be tested to ensure they are operating properly and to help the public recognize different warning signals. FEMA recommends regularly scheduled tests with local political subdivisions accompanied by advance publicity to inform the public of the tests. (Pages 2-4 and 2-5).

#### **Insurance**

It is hereby acknowledged by the parties to this MOU that upon its execution, Sedgwick County, Kansas will assume the responsibility to provide insurance coverage for these devices in accordance with its policies and procedures related to such matters.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date herein written.



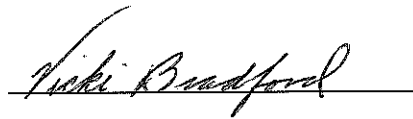
Harold Smith, Mayor

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Tim Norton, Chairman

Attest

Attest

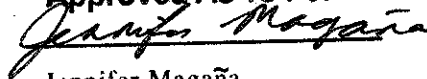


Vicki Bradford, City Clerk

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Kelley Arnold, County Clerk

**Approved As To Form**



Jennifer Magaña  
Deputy County Counselor