

AGREEMENT FOR OWNERSHIP, MAINTENANCE, OPERATION AND INSTALLATION
OF EQUIPMENT COMPRISING OUTDOOR WARNING DEVICE SYSTEM

by and between:

THE CITY OF DERBY, KANSAS,
And
SEDGWICK COUNTY, KANSAS

This Agreement is between Sedgwick County, Kansas hereinafter referred to as "the County" and the City of Derby, Kansas hereinafter referred to as "the City." The purpose of this Agreement 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.

WHEREAS, the County has elected to update its Outdoor Warning Device system to operate using digital technology with the capability of each individual unit to report back to a central location on its condition and ability to operate; and

WHEREAS, this action was approved by the Sedgwick County Board of County Commissioners, and a Request for Proposal was initiated; and

WHEREAS, the vendor awarded the contract, ATI Systems of Boston, Massachusetts, has or will install and update all outdoor warning devices located in Sedgwick County; and

WHEREAS, it is the intent of the County to own, operate, install, and maintain a county-wide outdoor warning system capable of providing geographically targeted warning using information supplied by the National Weather Service warning polygons so that areas in direct threat of peril or damage from the storm can be alerted and warned.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Ownership of Outdoor Warning Devices.** All outdoor warning devices (commonly called sirens) owned by the City shall be transferred to and become the property of the County; provided that all such warning devices and their anchoring device(s) and/or pole mounts and poles shall be in good working order and must be sound before ownership will be accepted by the County.
2. **Upgrading of Outdoor Warning Device System.** The County shall forthwith upgrade receiver/controller packages installed on all outdoor warning devices conveyed to it by the City pursuant to this Agreement.
3. **Installation of Additional Outdoor Warning Devices.** Installation of outdoor warning devices shall in the future be the responsibility of and under the control and supervision of the County. When and as approved by the Board of County Commissioners, additional devices shall be installed as areas within Sedgwick County continue to grow and develop. Factors to be considered in locating future outdoor warning devices shall include but not be limited to:
 - a. Proximity to (in accordance with manufacturer's specifications) any park, golf course, downtown or outdoor large public gathering area or shopping center.

- b. Proximity to (in accordance with manufacturer's specifications) large industrial complexes where many employees work or have the potential to be outside.
- c. Proximity to (in accordance with manufacturer's specifications) residential areas consisting of 400 or more homes.
- d. Areas where sufficient electrical power is available to operate the outdoor warning device.
- e. Accessibility for service and maintenance by authorized contractors.
- f. Regular review of growth and development patterns in Sedgwick County to ascertain the need for expansion of the outdoor warning device system.

Notwithstanding the foregoing, the final decision as to installation of an outdoor warning device in a particular location shall rest with the County; provided, that the City may, at its own expense, purchase, install, and maintain additional Outdoor Warning Devices equipped with appropriate receivers to operate on the Sedgwick County Outdoor Warning System. All such Outdoor Warning Devices shall be compatible with the existing Sedgwick County Outdoor Warning System at the time of installation. The County retains the right to accept ownership and responsibility for operation and maintenance of such Outdoor Warning Devices on a case-by-case basis.

4. **Maintenance of Outdoor Warning Device System.** The City shall, prior to conveyance of its Outdoor Warning Devices to the County, determine whether such devices are in need of maintenance and shall report its findings to the County. The County shall assume financial responsibility for repair and maintenance of such Outdoor Warning Devices to the extent not covered by a manufacturer's warranty. Within the limits of its resources, as determined by the City, the City shall continue to make periodic inspections of the Outdoor Warning Devices located within its boundaries and to report the results of such inspections to the County.

5. **Electrical Power for Outdoor Warning Devices.** During the first year after execution of this Agreement, the City will pay 100% of the cost of electrical utilities for operation of Outdoor Warning Devices within its boundaries. For the second year of operation after adoption of this Agreement, the County will pay 100% of the cost of electrical utilities to such Outdoor Warning Devices, and the City shall reimburse the County for 50% of such cost. In the third and subsequent years of operation under this Agreement, Sedgwick County shall pay 100% of the cost of such electric service. The City shall pay 100% of the cost of electric service to operate any auxiliary control sites installed and maintained by the City.

6. **Operation of Outdoor Warning Device System.**

- a. The County shall have primary responsibility for activation of the Outdoor Warning System; provided that the City may, at its own expense, install an auxiliary control/activation unit.
- b. In operating the Outdoor Warning System, the County shall follow the following recommendations contained within the Federal Emergency Management Agency (FEMA) National Warning System Operations Manual 1550.2 (March 30, 2001):

"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)."

7. Insurance. The County shall assume responsibility to provide such insurance as it deems appropriate for Outdoor Warning Devices conveyed by the City pursuant to this Agreement.
8. Assignment of Rights and Delegation of Duties. Neither party hereto shall assign rights or delegate duties arising hereunder without the express written consent of the other.
9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date first above written.

CITY OF DERBY:

SEDGWICK COUNTY BOARD
OF COUNTY COMMISSIONERS:

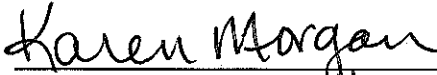


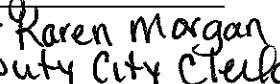
Dion P. Avello, Mayor

TIM R. NORTON, Chairman

ATTEST:

ATTEST:

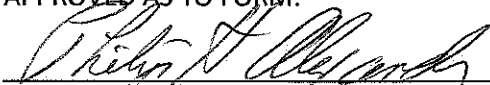


Jean Epperson, City Clerk 
Karen Morgan
Deputy City Clerk

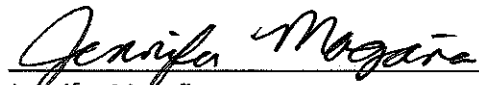
Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Phil Alexander, City Attorney



Jennifer Magaña
Deputy County Counselor