

Bill 399

ORD 399

COOPERATION AGREEMENT EMERGENCY COMMUNICATIONS SYSTEM

THIS AGREEMENT, Made and entered into this 11 day of October, 2010, by and between ST. LOUIS COUNTY, MISSOURI, hereinafter referred to as "County"; and Village of Uplands Park, hereinafter referred to as "Village";

WITNESSETH:

WHEREAS, County intends to construct and maintain a county-wide Emergency Communications System ("the System"), which will provide communications links that permit participating governmental entities, including Village, to communicate within the geographic boundaries of County and potentially beyond the region;

WHEREAS, the System will include radio communication towers, antennas, emergency alert sirens and other facilities ("the Facilities") located on property owned by participating governmental entities, including Village;

WHEREAS, in order to accomplish the upgrade of the emergency alert component of the System, the County will replace and, in many cases, relocate existing sirens;

WHEREAS, in order to accomplish the build out of the radio backbone component of the System, the County will install base stations, antenna(s), cabling and wiring and related equipment and accessories;

WHEREAS, Village is willing to allow County to construct, remove, relocate, repair, maintain and operate the Facilities, upon, over, under, and across certain portions of real property (including easements) owned by Village, as depicted on Exhibit A, attached hereto and incorporated by reference ("the Property"), subject to the conditions and covenants hereinafter set forth; and

WHEREAS, VILLAGE is authorized to enter into this Contract by Ordinance No. 399, and COUNTY is authorized to enter into this Contract by Ordinance No. 24358;

NOW THEREFORE, for and in consideration of the sum of One and No/100ths Dollars (\$1.00) and of the covenants and provisions hereinafter set forth to be kept and performed by County, Village does hereby permit the use by County to construct, remove, relocate, repair, maintain and operate the Facilities as described above, in, upon, over, under, and across portions of the Property as described above and to

use such additional space adjacent to the Property as may be required for working room; subject to all deeds, easements, mortgages, restrictions, or encumbrances of record.

This grant is subject to the following terms and conditions:

1. The Facilities shall be and become an integral part of the Emergency Communications System of County, which will be used by Village and other participating governmental entities to communicate within the geographic boundaries of County and potentially beyond the region.

2. All charges for work and materials supplied in connection with construction, removal, relocation, repair and maintenance of said Facilities shall be borne by County and County shall hold Village's property harmless from any liens or encumbrances arising there from.

3. County shall be responsible for securing, at its sole expense, any and all permits, licenses and other necessary government approvals.

4. Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with County or Village, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

Saint Louis County Department of Highways and Traffic
121 S. Meramec Avenue
St. Louis, Mo. 63105

Village of Uplands Park
6390 Natural Bridge Road
Uplands Park, Mo. 63121

5. This grant shall run with the land and shall be binding upon the parties hereto, and their successors and assigns. Neither party may mortgage or otherwise assign its right under this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

6. This Agreement may be amended, changed, modified, altered or terminated only by written agreement of County and Village.

7. In the event that any actions or proceedings are initiated with respect to this agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this agreement shall be governed by the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above mentioned.

COUNTY OF ST. LOUIS

By: _____
Charlie A. Dooley, County Executive

ATTEST:

County Clerk

Approved:

Director of Highways and Traffic

Approved:

Chief of Police

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

VILLAGE OF UPLANDS PARK

By: *H. Well*
Mayer CHAIRPERSON

ATTEST:

Village Clerk

Approved as to legal form:

[Signature]
Village Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 201__, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [Village], known to me to be the person who executed the foregoing agreement in behalf of said district and acknowledged to me that he or she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires: