

**MEMORANDUM OF UNDERSTANDING  
BETWEEN COWLEY COUNTY, KANSAS AND CITY OF ARKANSAS CITY  
(COWLEY COUNTY, KANSAS)**

**Activation of Outdoor Warning Sirens**

This Memorandum of Understanding (MOU) is entered into this 1st day of November 2025 by and between **Cowley County, Kansas** delegated to Emergency Services ("County") and the **City of Arkansas City** ("City") for the purpose of activating the City's outdoor warning sirens (aka tornado sirens).

**WHEREAS**, the City is the sole owner of the outdoor warning sirens located inside the city limits of the City of Arkansas City (Cowley County, KS).

**WHEREAS**, the City recognizes that an outdoor warning siren is one method of emergency notification of incoming severe weather, generally a tornado. The City may have the technical or operational ability to activate the sirens when necessary. The County has the ability and the equipment to activate the sirens on the City's behalf.

**WHEREAS**, the City hereby grants all authority for activation of their sirens to the County per the siren activation Standard Operating Guideline (SOG). The SOG outlines the criteria used and actions taken when activating the sirens for severe weather situations and regular testing.

**WHEREAS**, maintenance and repairs of the sirens, poles and all associated controls are ultimately the responsibility of the City. If a siren does not activate properly during a real event or a test, the County will take the initial step in troubleshooting. Those steps could include, but not limited to, checking radio/antenna connections, breakers, or fuses. This step may include working with the City of Arkansas City Public Services. If the problem is beyond the scope of what can be fixed locally, the County will contact the City, and with their concurrence, schedule a verified vendor to do a more detailed inspection and facilitate any necessary repairs.

**WHEREAS**, the County and City are entering into this Memorandum of Understanding to ensure the most effective use of the siren to notify residents of severe weather.

**WHEREAS**, K.S.A. 12-2908 and amendments thereto authorize the parties hereto to cooperate in making the aforesaid agreement.

**NOW, THEREFORE**, and in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter contained, and for good and valuable consideration, the parties agree as follows:

**Article I – Purpose**

1. The purpose of this agreement is to establish cooperation between the County and the City for activation of the City's outdoor warning sirens in the interest of public safety.

**Article II - Description of Property/Ownership of Facilities and Equipment**

1. The City shall maintain ownership of the sirens; poles and all associated and attached control boxes, contents, cables and antennas. No provision of this agreement shall be construed to create any type of joint ownership in any property, any partnership or joint venture, or create any other rights or liabilities except as expressly set forth herein.

### **Article III – Duration**

1. Should expansion of an existing City system or relocation of an individual siren(s) be required to provide coverage and accessibility in Arkansas City limits, the City will coordinate said expansion or relocation with the County, as well as, said expansion or relocation will be covered under the terms and conditions of this agreement.
2. Either party may choose to be removed from this agreement by giving the other party notice of at least ninety (90) days in writing.

### **Article IV- Financing**

1. The City is solely responsible for costs associated with any maintenance, repairs, and upkeep. The County maintains a regular relationship with vendors that can perform maintenance and repairs on the City's siren. Upon concurrence from City, the County will facilitate regular maintenance or repairs as needed.

### **Article V- Insurance and Indemnification**

1. To the fullest extent permitted by law, the City shall indemnify and hold the County harmless and its agents, officials and employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, omission, or wrongful conduct of the City, its agents, officials and employees and other persons employed or utilized by the City in the performance of the agreed upon services.
2. To the fullest extent permitted by law, the County shall indemnify and hold the City harmless and its agents, officials and employees, from liabilities, damages, losses and costs including but not limited to reasonable attorney's fees, to the extent caused by the negligence, omission, or wrongful conduct of the County, its agents, officials and employees and other persons employed or utilized by the County in the performance of the agreed upon services.

### **Article VI - Modifications**

1. The parties agree these writings represent the total agreement between the County and the City for the activation of the City's outdoor warning sirens. Any additions or modifications to this agreement must be evidenced in writing and signed by both parties.

### **Article VII — Applicable Law**

1. The County and the City hereby agree that this agreement shall be governed by and interpreted according to the laws of the State of Kansas.
2. Should any provision of this agreement for any reason be deemed or ruled illegal, invalid, or unconstitutional by any court of competent jurisdiction, no other provision of this agreement shall be affected, and this agreement shall then be construed and enforced as if such illegal, invalid, or unconstitutional provision had not been contained herein.

#### **BOARD OF COMMISSIONERS OF COWLEY COUNTY, KANSAS**

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Wayne Wilt, Chairman

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Jim Maxwell, Vice Chair

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Alan Groom, Commissioner

ATTEST:

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Karen D. Madison, County Clerk

#### **CITY OF ARKANSAS CITY, KANSAS**

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Chad Beeson, Mayor

ATTEST:

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Tiffany Parsons, City Clerk