

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION declaring certain property within the Sheriff's Office as surplus property and authorizing its transfer to the Lone Jack Fire Protection District.

RESOLUTION NO. 21373, August 21, 2023

INTRODUCED BY DaRon McGee and Donna Peyton, County Legislators

WHEREAS, the Sheriff's Office is in possession of public safety radio equipment that is no longer of use to the Sheriff's Office; and,

WHEREAS, pursuant to chapter 11 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends that said property be declared surplus and transferred to the Lone Jack Fire Protection District; and,

WHEREAS, the Lone Jack Fire Protection District is the only public safety agency that currently is not a participant in the Metropolitan Area Regional Radio System (MARRS) and does not have current radio equipment in order to stay in contact with the Jackson County Sheriff's Office, Lone Jack Police Department, or the Jackson County Sheriff's Office Dispatch; and,

WHEREAS, the Lone Jack Fire Protection District is prepared to join MARRS, however does not yet have compatible radio equipment; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the specified public safety radio equipment property within the Sheriff's Office, be and hereby is declared surplus, and that the County Executive be and hereby is authorized to execute the attached Cooperative Agreement pursuant to chapter 11 of the Jackson County Code, 1984.

**COOPERATIVE AGREEMENT FOR
PUBLIC SAFETY RADIO EQUIPMENT TRANSFER OF OWNERSHIP**

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into this 07 day of AUGUST, 2023, by and between **JACKSON COUNTY, MISSOURI** (hereinafter referred to as "the County"), and the **LONE JACK FIRE PROTECTION DISTRICT** (hereinafter referred to as "the District").

WHEREAS, the County and the District have proposed to cooperate in the transfer of surplus public safety radio equipment from the County to the District; and,

WHEREAS, the Jackson County Sheriff's Office provides dispatch services to the Lone Jack Police Department, whose service area is within the District's service area; and,

WHEREAS, the Jackson County Sheriff's Office provides law enforcement and dispatch services in the unincorporated areas within the District's service area; and,

WHEREAS, the District is the only public safety agency in Jackson County which is not a current participant in the Metropolitan Area Regional Radio System (MARRS) to allow for interoperable communications and has no direct radio contact with the Sheriff's Office, Lone Jack Police Department, or Sheriff's Office Dispatch; and,

WHEREAS, the District is prepared to join MARRS, but does not yet own compatible radio equipment; and,

WHEREAS, the County owns public safety radio equipment which is surplus to the County's needs; and,

WHEREAS, transfer of ownership of the surplus public safety radio equipment from the County to the District is in the best interests of the health, safety, and welfare of the citizens of the County and of the District, now therefore,

IT IS AGREED, by and between the parties as follows:

1. The County will transfer ownership of twenty-five (25) Motorola APX7000 radios, and twenty-five (25) Motorola APX7500 radios to the District at no cost.
2. The District will be responsible for the programming and preparation of the radios for use on the Metropolitan Area Regional Radio System (MARRS), and any maintenance, repair, subscription or license fees once ownership is transferred.
3. Neither party to this Agreement shall assume any responsibility or liability for the acts or inaction of the other party, its officers, agents, or employees, except as provided in section 70.290, RSMo.
4. This Agreement shall be effective as of the date first written above.
5. Either party may terminate this Agreement by giving 90 days advance written notice to the other party. In the event of termination, neither party shall have any obligations to the other party.
6. Invalidity of any part of this Agreement by judgement or other court action shall in no way effect any other provisions, which shall remain in full force and effect.
7. Any notice to a party in connection with this Agreement shall be made in writing at the following address or such other address as the party shall designate in writing:

COUNTY	DISTRICT
Sheriff Darryl Forte 4001 NE Lakewood CT Lee's Summit, MO 64064	Chief Dave Kelsey 107 W Main ST Lone Jack, MO 64075
8. This Agreement incorporates the entire agreement and understanding of the parties.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement on the date first written above.

APPROVED AS TO FORM:

LONE JACK FIRE PROTECTION DISTRICT

By _____

By Melanie Schrader

Melanie Schrader
Board President

ATTEST:

By Dave Kelsey

DAVE KELSEY

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By _____

By _____

Frank White, Jr.
County Executive

ATTEST:

By _____
