

AGREEMENT
Acceptance of Missouri Statewide Communications Assistance Program III
Mobile Radio Equipment

Grant Name: Missouri Statewide Communications Assistance Program (MoSCAP) III

Project Title: MoSCAP II Grant

Description of Equipment: Motorola APX7500 Dash-mount Dual-Band Mobile Radio

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The Department of Public Safety (DPS) hereby agrees to transfer ownership of the equipment (hereafter described as equipment) described on the attached documentation and purchased with grant funds to the Jackson Co Sheriff ("Agency") to enhance the Agency's capabilities to deter and/or respond to acts of terrorism and other disasters. The Agency listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement. The Agency agrees to make the equipment available for regional response and for regional exercises, as appropriate, for the life of the equipment.

Reporting and Monitoring Requirements: The Agency shall permit monitoring by the State or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the State. The Agency shall maintain all related records for the life of the equipment. Record retention is required for purposes of Federal examination and audit. Although information will be provided to DPS by the Agency, DPS has no obligation [or right] to maintain or repair the equipment or ensure that the equipment is used safely or properly.

Inventory Control: The Agency agrees to maintain an inventory control system to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft shall be investigated. Adequate maintenance procedures must be in place to keep the equipment in good condition. Inventory control shall be maintained on any equipment provided through this agreement, where the current fair market value of any one individual item is \$1,000 or more, for the life of the equipment.

Agency inventory records must include a description of the equipment, a serial number or other identification number/tagging, acquisition date, the location, use and condition of the equipment and any ultimate disposition data. DPS may require an on-site inspection of the equipment following the award.

Disposition of Equipment: Equipment provided through this grant program must be used for the purpose stipulated in the approved grant application. If equipment acquired with this grant program is no longer needed for the purpose of the grant, the equipment may not be sold, replaced or exchanged without written approval from DPS. If DPS discovers that equipment acquired with this grant program has been disposed of without written approval, DPS may take one or more of the following actions:

- a. Withhold future awards
- b. Take other remedies that may be legally available

Non-Supplanting Certification: The agency affirms that the federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt of federal funds.

Maintenance of Equipment and Qualified Personnel: The agency affirms that it has access to staff and resources to use this equipment in a timely manner once requested or deployed. The Agency affirms that it has properly trained and qualified personnel to operate and maintain equipment provided through this Agreement, and the Agency agrees to maintain training of personnel to ensure proper and safe use of the equipment.

Agency agrees to allow DPS or its agent's access to maintenance and use records. The agency agrees to assume financial responsibility for monthly or use service charges beyond the scope of DPS contract and within the time period of this Agreement.

As applicable, the Agency will also exchange and replace any expendable supplies stored with the equipment as soon as possible after use to ensure that the equipment is fully operational for an emergency event.

Insurance: The Agency agrees to maintain property and casualty insurance on the equipment provided under this Agreement in an amount at least equal to the value of the equipment, or until such time as the equipment's current fair market value is determined to be 0. Upon request by DPS, the Agency will provide a copy of the declarations page or other appropriate excerpt from the insurance policy confirming that the equipment is insured for the life of the equipment or until such time as the current fair market value of the equipment is determined to be 0.

Report of Loss or Expiration: The Agency agrees to notify DPS within ten (10) working days of the loss, damage or expiration of the equipment provided through this Agreement. The Agency understands that neither the State nor federal agencies are able to replace items lost, damaged or expired.

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MAR - 7 2016

MARY JO SPINO
COUNTY CLERK

Interest of members of DPS and others: No officer, member, or employee of DPS and no member of its governing body, and no other public official of the governing body of the localities in which the equipment is provided who exercises any functions or responsibilities in the review or approval of this project, shall participate in any decision relating to this agreement which affects his or her personal interest or have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

Termination of Agreement for cause: If through any cause, the Agency shall fail to perform in a timely and proper manner its obligations under this Agreement or if the agency shall violate any of the covenants, agreements or stipulations of this Agreement, DPS shall thereupon have the right to terminate this Agreement by specifying the effective date thereof within five (5) years after the date on which the Agency accepts the equipment described in Attachment 1. The date of notice shall be at least five (5) days before the effective date of such termination. If DPS terminates this Agreement, DPS may require that the Agency return all equipment provided to the Agency under this Agreement to DPS, and that Agency transfer ownership of all equipment to DPS and that Agency execute any documents necessary to transfer ownership to DPS or to another organization designated by DPS to receive the equipment.

Liability: With the transfer of ownership of the equipment specified through this Agreement, the Agency shall take necessary steps to insure or protect itself, its personnel, and the equipment, and to comply with all applicable local, state and federal laws or other governmental requirements regarding ownership or use of the equipment, including, without limitation, all safety and security standards. DPS, not being the manufacturer of the equipment, has no responsibility with respect to the equipment or any use or storage thereof, or any accidents or claims relating thereto. DPS makes no representations or warranties, express or implied, regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaims any and all warranties of merchantability, of fitness for a particular purpose of use, of non-infringement, of title, condition, quality or workmanship, or in any other respect. In no event shall DPS be liable to agency for any indirect, incidental, consequential, special, and exemplary or punitive damages. To the extent permitted by law, Agency will defend, indemnify and reimburse DPS against and for, and Agency staff will use best efforts to convince the Agency's decision maker to appropriate (and the Agency's decision maker will seriously consider the appropriation of) such amounts as are reasonably necessary to defend, indemnify or reimburse DPS against and for, any claims against DPS that are based in whole or in part on damages or injuries allegedly caused by the equipment or any use or other aspect thereof and any costs or expenses (including, without limitation, reasonable attorneys' fees) incurred by DPS in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by DPS.

Governing law: This Agreement shall be interpreted under and governed by the laws of the State of Missouri.

Notices: All notices regarding this Agreement will be considered properly delivered if sent by US postal mail, email or fax to the following:

For Department of Public Safety, Missouri Statewide Interoperability Center:

Bryan Courtney
2413 East McCarty St
Jefferson City, MO 65101
Fax 573-526-1632
Bryan.Courtney@dps.mo.gov

For Agency:

Attn/Name: Captian David Epperson
Agency: Jackson Co Sheriff
Address: 4001 NE Lakewood Ct
P.O. Box:
City/State/Zip: Lee's Summit, MO 64064

For Department of Public Safety:

Bryan Courtney
MOSWIN Director

Date: 2/1/2016

For Agency:

Captian David Epperson

Agency: Jackson Co Sheriff

Signed/Agreement Effective Date:

 3/7/16

APPROVED AS TO FORM:

By: 

W. Stephen Nixon, County Counselor
County Counselor

JACKSON COUNTY, MISSOURI

By: 

Q. Troy Thomas,
Director of Finance and Purchasing

ATTEST:

By: 

Mary Jo Spino, Clerk County Legislature