

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

**A RESOLUTION** awarding a contract for the rental of radios and accessories for use by the Parks + Rec Department to Event Radio Rentals of New York, NY, at a cost to the County not to exceed \$330.00.

**RESOLUTION NO. 19185**, June 13, 2016

**INTRODUCED BY** Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department will present its annual 4<sup>th</sup> of July Celebration at the Longview Lake and has a need for radio equipment to assist with communications during the event; and,

WHEREAS, the Director of Finance and Purchasing recommends award of a contract for the rental of radio equipment and accessories to Event Radio Rentals of New York, NY, at a cost to the County not to exceed \$330.00; and,

WHEREAS, the rental fees for this equipment will be processed on a purchase order pursuant to section 1030.5, Jackson County Code, 1984, which eliminates the requirement for competitive bidding when items to be purchased can be obtained for less than \$5,000.00; and,

WHEREAS, the attached Agreement with Event Radio Rentals, for the furnishing of this equipment includes indemnification language that requires the approval of the Legislature; and,

WHEREAS, execution of this Agreement with Event Radio Rentals is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be, and is hereby authorized, to execute for the County the attached Agreement with Event Radio Rentals for the furnishing of radio equipment rental, and any other documents needed to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

*Andy D. Haden*  
Chief Deputy County Counselor

*W. Stephen McLean*  
County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19185 of June 13, 2016, was duly passed on *June 20*, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas *9*

Nays *0*

Abstaining *0*

Absent *0*

*6-20-16*  
Date

*Mary Jo Spino*  
Mary Jo Spino  
Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 300 1670 56670  
ACCOUNT TITLE: Park Enterprise Fund  
Special Events  
Rent - Miscellaneous  
NOT TO EXCEED: \$329.78

*June 6, 2016*  
Date

*R. [Signature]*  
Chief Financial Officer



121 West 27th Street, Suite 905  
 New York, New York 10001  
 www.EventRadioRentals.com  
 800-996-1810 Phone  
 646-862-8934 eFax



**Status: Rental Contract**

Contract #: 20679

Billing Start: Sat 7/ 2/2016

Billing End: Mon 7/ 4/2016

Representative: Jennifer Rosen

Customer #: 8316

Jackson County Parks & Rec

816-503-4831 Phone

Marcy Caldwell

22807 Woods Chapel Road

BLUE SPRINGS, MO 64015

Customer Deliver On - 07/01/2016 via UPS Label Ground  
 Customer To Return To UPS By - 07/05/2016 via UPS Return Label  
 Ship To: TBD (MO)

Qty	Description	Replacement Cost	Each	Price
12	Motorola CP200d UHF MotoTrbo 16ch 2-Way Radio	\$800.24 each	\$17.50	\$210.00
12	Motorola High Capacity Li-ion Battery for CP/PR	\$59.00 each	\$0.00	\$0.00
12	Motorola 3" Spring Belt Clip for CP/PR Radio	\$6.00 each	\$0.00	\$0.00
12	Motorola UHF Whip Antenna for CP/PR Radio	\$11.75 each	\$0.00	\$0.00
6	Motorola High Capacity Li-ion Battery for CP/PR	\$59.00 each	\$0.00	\$0.00
6	Motorola 3" Spring Belt Clip for CP/PR Radio	\$6.00 each	\$0.00	\$0.00
1	Impact Rapid Multi Unit Charger for CP/PR	\$479.00 each	\$0.00	\$0.00
1	Multi Unit Charger 3 Prong Power Cord US	\$9.00 each	\$0.00	\$0.00
1	Custom MJC Foam Packaging Blocks (set of 2)	\$20.00 each	\$0.00	\$0.00
6	2 Wire "FBI Style" Surveillance Kit for Radius Plug	\$70.00 each	\$5.00	\$30.00
6	Motorola Lightweight Headset w/ PTT for Radius	\$76.00 each	\$4.00	\$24.00
1	UPS Ground Shipping	\$78.75 each	\$39.38	\$39.38

Shipping Discount Valid If Booked By June 15, 2016

The intentional damage or misuse of equipment is not included under loss protection coverage. By accepting loss protection, replacement costs will be reduced by 35%.

**Rental Contract**

Payment is due in full when equipment is issued. 25% down payment is non-refundable. A security deposit will be authorized and held for the duration of the rental against your credit card. Please report any problems with the equipment (radio failure, damage, etc) on the day of occurrence. In the event the equipment is lost or stolen, the above renter must obtain an official police report and is responsible for the stated replacement cost of the equipment rented. Security deposits may be used towards replacement or repairs of lost or damaged equipment and any late fees assessed. Cellular Rider: We are not responsible for 3rd party cellular reception problems, dead spots, poor signal, total outages or any other issue outside of Event Radio Rentals control. Customer by signing below, confirms having read the Event Radio Rentals, Inc Terms and Conditions document attached hereto and agrees to be bound thereby. Before signing, please read the attached Terms and Conditions and any applicable warranties and license requirements. These Terms and Conditions are a part of this contract - PLEASE READ THEM! YOUR SIGNATURE IS AN OFFER TO RENT.

Rental:	\$264.00
Loss Protection:	\$26.40
Delivery Charge:	\$39.38
Subtotal:	\$329.78
Not Taxable:	\$0.00
Total:	\$329.78
Paid:	\$0.00
Amount Due:	\$329.78

Signature: \_\_\_\_\_

Marcy Caldwell

Jackson County Parks & Rec



**EVENT RADIO RENTALS, INC. TERMS AND CONDITIONS**

1. RENTAL, ORDERING EQUIPMENT. Event Radio Rentals, Inc ("ER Rentals") hereby agrees to rent to Customer and Customer hereby agrees to rent from ER Rentals the Equipment described on the Inventory and Liability Control Sheet or on any attached schedule (hereinafter, with all attachments, additions, and accessories, referred to as the "Equipment")

2. WARRANTY / LIMITATIONS OF LIABILITY. If the Equipment does not perform according to the manufacturer's written specifications, Customer will receive either a replacement the following business day or a refund of rental payment made for specific non-performing pieces of Equipment, reflecting the period of time the Equipment does not perform to specifications. Any such refund shall be issued only after the specific Equipment is returned to the location specified by ER Rentals. Except in the case of personal injury, the above shall be Customer's sole and exclusive remedy for any action or inaction of ER Rentals hereunder regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise.

THE WARRANTIES IN THIS ER RENTALS' RENTAL CONTRACT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ER RENTALS AND ITS SUBSIDIARIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF ITS OBLIGATIONS ARISING HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY DAMAGE CAUSED BY THE NORMAL INSTALLATION OR REMOVAL OF THE EQUIPMENT, OR FOR ANY INTERRUPTION OF SERVICE OR LOSS OF USE THEREOF OR FOR ANY LOSS OF PROFITS OR LOSS OF BUSINESS, WHETHER SUFFERED BY CUSTOMER OR ANY THIRD PARTY.

3. TERM. The "Rental Period" of the ER Rentals' Rental Contract shall be the period of time between the Contract Start Date and the Contract End Date, as indicated on the attached Rental Contract, Rental Extension or Rental Modification sheet(s). ER Rentals reserves the right to require a minimum Rental Period. If Customer wishes to return the Equipment beyond the Contract End Date shown on the Term Sheet, Customer shall contact ER Rentals and ER Rentals, at its option, may agree, in writing, to a term extension if Customer returns the Equipment beyond the original term without prior approval by ER Rentals. The ER Rentals' Rental Contract will automatically renew for one (1) seven-day period if after two (2) automatic renewals of one (1) week each Customer does not return the Equipment. ER Rentals will invoice Customer for the Net User Price of the Equipment as outlined in section 9 of the ER Rentals' Rental Contract, customer shall immediately pay the amount shown on the Term Sheet for any renewal periods or on the invoice for the Net User Price of any Equipment not returned within the aforementioned three (3) auto renewals. The Customer's security deposit may be used for payment of automatic contract renewals, lost or damaged equipment. Any term extensions shall be governed by the ER Rentals' Rental Contract, including these ER Rentals' Rental Terms and Conditions. No credit shall be granted for units returned earlier than the Contract End Date.

4. PAYMENT TERMS. Unless otherwise specified by ER Rentals in writing, ER Rentals will issue an invoice for the total amount shown on the Rental Contract upon execution of the ER Rentals' Rental Contract, Rental Extension or Rental Modification and Customer shall immediately pay the invoice on or before the start of the rental period. A twenty-five percent (25%) down payment is required to hold the rental date(s) when the Rental Contract is signed, executed and returned. Subsequent extension contracts, lost equipment or phone usage/data overages will be invoiced and charged to the credit card used to place the original order, without delay. ER Rentals reserves the right to require a security deposit on a case by case basis. In such cases, the security deposit will be refunded to Customer upon fulfillment of Customer's obligations under the ER Rentals' Rental Contract. Security deposit holds may be used to pay late fees, lost equipment charges or phone usage/data overages. Whenever any payment is not made by Customer when due hereunder, Customer agrees to pay to ER Rentals, no later than 15 days thereafter, a service charge of an amount calculated at the rate of one and one-half (1.5%) percent per month for each delayed payment, or the maximum permitted by law. Such amount shall be in addition to any of the remedies available to ER Rentals at law or under this Contract. If Customer's internal processes require the issuance of a purchase order prior to payment of an invoice from ER Rentals, on every purchase order Customer will include language substantially similar to the following: "Pursuant to Section 9 of the ER Rentals' Rental Contract, [Customer name] agrees to pay ER Rentals the manufacturer Net User List Price of Equipment if such Equipment is stolen, lost, damaged, or destroyed and this purchase order shall constitute the purchase order for purposes of paying any such invoices from ER Rentals. No discount will be provided due to the fact the equipment is used. Therefore, this purchase order (if applicable) has been submitted for 20% above the total ER Rentals' Rental contract price."

5. SHIPMENT. The customer will pay the cost of shipment to and from the Customer locations by agreed upon ship method. Customer shall return Equipment in its original packaging, using the original packing material, and following any other packing instructions provided by ER Rentals. Customer is responsible for any damage to Equipment caused by inappropriate packaging. ER Rentals is not responsible for lost or late shipments due to 3rd party loss or delays. Lost, delayed or mis-sorted shipments will not be refunded if due to 3rd party shipping issues, i.e. strikes, weather, lost/misplaced packages, sorting errors, etc. ER Rentals is not responsible late return shipments due to lost or misplaced return shipping labels.

6. TITLE. ER Rentals shall at all times retain title to the Equipment. Customer shall at all times keep the Equipment free from any legal process or encumbrance whatsoever and shall give ER Rentals immediate written notice thereof and shall indemnify ER Rentals from any loss caused thereby.

7. CARE AND USE OF THE EQUIPMENT. Customer shall (i) maintain the Equipment in good operating condition and appearance, (ii) protect Equipment from damage, abuse or deterioration, other than normal wear and tear, and (iii) use the Equipment only in the regular course of Customer's business within its normal capacity. Upon return of the Equipment, Customer will be issued an invoice for any required repair, replacement, or cleaning of the Equipment and Customer shall pay such invoice within fifteen (15) days of receipt. Customer is strictly prohibited from making any modification, alteration, marking or addition (i.e. stickers) to the Equipment without the prior written consent of ER Rentals. Notwithstanding, all modifications, alterations or additions to the Equipment shall immediately become property of ER Rentals.

8. APPLICABLE LAWS. Customer shall comply with all laws, ordinances, regulations, requirements and rules with respect to the use and operation of the Equipment, including but not limited to FCC regulations. Customer will obtain, at its own expense, any applicable FCC licenses required for use of the Equipment. Customer will not ship Equipment outside of the United States without the prior written approval of ER Rentals. If ER Rentals approves shipment of Equipment outside of the United States, Customer shall comply with all applicable import and export rules and regulations and be responsible for any customs procedures associated with such shipment.

9. RISK OF LOSS. Customer shall bear the entire risk of loss, theft, damage or destruction to the Equipment from every cause whatsoever during the entire term of the ER Rentals' Rental Contract or until the Equipment is returned to the location specified by ER Rentals. Notwithstanding, ER Rentals will bear the risk of loss during shipment within the United States, provided that such loss is not caused by Customer's use of inappropriate packaging. In the event of loss, damage or destruction to the Equipment, Customer, at its expense, except to the extent ER Rentals receives any proceeds from insurance, shall pay ER Rentals the then current Motorola Inc. Net User Price for the Equipment. No discount will be allowed for used equipment. Any loss, theft, damage or destruction to the Equipment shall not relieve Customer from any obligation under this Agreement Contract including, but not limited to, the obligation to make payments of rent.

10. NET CONTRACT; TAXES. Customer intends the rental payments hereunder to be net to ER Rentals, and Customer shall pay all sales, use, excise, and ad valorem (taxes, license and registration fees, assessments, fines, penalties, and similar charges imposed on the possession or use of the Equipment or the rental payment) therefore during the term of this ER Rentals' Rental Contract, and shall reimburse ER Rentals upon demand for any taxes paid by or advanced by ER Rentals. ER Rentals shall file all personal property tax returns with respect to the Equipment. Customer shall bear any export and/or import fees, tariff, costs and/or duties when Equipment is shipped outside of the United States.

11. INDEMNITY. Customer shall and does hereby agree to indemnify and hold ER Rentals, its agents, successors, and assigns harmless from any and all liability, damages or loss, including reasonable attorneys' fees arising out of the ownership, selection, possession, rental, operation, use, condition (including but not limited to latent and other defects, whether or not discoverable by Customer), maintenance and return of the equipment. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination or expiration of this Contract.

12. DEFAULT; REMEDIES. If a) Customer fails to pay any rental or any other payment for thirty (30) days beyond payment due date; or b) Customer breaches any term, covenant or condition of this Contract and fails to cure such breach within thirty (30) days of receipt of notice from ER Rentals; or c) a person is filed by or against Customer under the Bankruptcy Code or any attachment thereto, or under any other insolvency law or laws providing for the relief of debtors, then to the extent permitted by applicable law, ER Rentals may, as applicable and at its option: (i) enter Customer's premises during normal business hours for the sole purpose of retrieving the Equipment from Customer's premises; (ii) demand and recover from Customer all rents and other charges due and owing until the Equipment is recovered by ER Rentals; or (iii) demand and recover the ER Rentals Net User Price for Equipment in accordance with Section 9. Customer's rights to use the Equipment shall terminate immediately upon recovery of the Equipment. Customer shall also pay to ER Rentals all expenses incurred by ER Rentals in connection with the enforcement of any of ER Rentals' remedies, including, but not limited to all expenses of representation of the Equipment and ER Rentals' reasonable attorneys' fees. All remedies of ER Rentals hereunder are cumulative, are in addition to any other remedies provided by law, and may to the extent permitted by law, be exercised concurrently or separately. The exercise of any remedy shall not be deemed to be an election of such remedy or to preclude the exercise of any other remedy. No failure on the part of ER Rentals to exercise any right or remedy shall operate as a waiver thereof or modify the terms of the Contract. In the event the ER Rentals Rental Contract is determined to be a security agreement, ER Rentals' recovery shall in no event exceed the maximum permitted by law.

13. CANCELLATION. Customer understands and acknowledges that ER Rentals is required to make certain adjustments to its inventory in order to have such inventory available for rent by Customer. If Customer cancels the Contract within ten (10) business days or less of the scheduled ship or delivery date, Customer will pay a cancellation fee of twenty-five percent (25%) of the total Contract amount. If the Contract is cancelled by Customer after shipment of the Equipment, Customer will pay round trip shipment charges and the lesser of rental charges for seven (7) business days or the total rental charges for the Rental Period. Notwithstanding, Customer will pay a cancellation fee of twenty-five percent (25%) of the total Contract amount for cancellation of a Contract for rental of SPRINT, VERIZON or AT&T phones within ten (10) business days or less of the scheduled ship or delivery date. If Customer cancels a Contract for rental of SPRINT, VERIZON or AT&T phones after shipment, Customer will pay the round trip shipment charges and the lesser of rental charges for seven (7) business days or the total rental charges for the Rental Period. Broadband products that are found to be not compatible with specific computer equipment are non-refundable. ER Rentals does not pro-rate or refund for Equipment that is returned early. ER Rentals will issue an invoice to Customer for any such cancellation fees.

14. OPTIONS AT EXPIRATION. Upon expiration of the Rental Period of this ER Rentals' Rental Contract, Customer shall return the Equipment to ER Rentals, at an address designated by ER Rentals, in good working order and condition, normal wear and tear excepted. If Customer returns the Equipment in a damaged condition, Customer shall pay to ER Rentals, pursuant to paragraph 7, for such damage. Customer is responsible for late return shipments due to lost or misplaced return shipping labels unless ER Rentals is notified on the first day of the agreed upon contract term of such loss, missing or misplaced shipping labels.

15. DISPUTE RESOLUTION. ER Rentals and Customer will attempt to settle any claim or controversy arising from this ER Rentals' Rental Contract through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective relationships managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen by ER Rentals within thirty (30) days after notice by one of the parties demanding non-binding mediation. ER Rentals will not unreasonably withhold any claim that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation as described above shall first be submitted by either party to a court of competent jurisdiction. Each party consents to jurisdiction over it by such a court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either party. Either party may report to the judicial proceedings described in this section before the expiration of the two-month ADR period if (i) good faith efforts to resolve the dispute under these procedures have been unsuccessful, or (ii) within (i) either from the court is necessary to prevent serious and irreparable injury to such party or any of its affiliates, agents, employees, customers, suppliers, or subcontractors. Unless otherwise agreed, performance by the parties under this Contract shall not be suspended during the pending of any dispute unless the parties otherwise agree.

16. MISCELLANEOUS. The ER Rentals' Rental Contract shall be binding when accepted in writing by ER Rentals and shall be governed by the laws of the State of New York. ER Rentals and Customer intend the ER Rentals' Rental Contract to be a valid and subsisting legal instrument, and agree that if any provision of the Contract is deemed unenforceable, it shall in no way invalidate any other provision or provisions of the Contract, all of which shall remain in full force and effect. The ER Rentals Rental Contract shall be binding upon the parties, their successors, legal representatives and assigns. Service of all notices under the Contract shall be sufficient if given personally or mailed to the party involved at the respective address shown on the Term Sheet.

17. ENTIRE AGREEMENT; CHANGES. The Rental Contract, Rental Extension, Rental Modification, Web Order, the Inventory and Liability Control Sheet, the ER Rentals Rental Terms and Conditions document, and any other attached schedule that has been agreed upon by the parties, comprise the ER Rentals' Rental Contract and is the entire agreement between ER Rentals and Customer. The ER Rentals Rental Contract may not be altered, amended, modified, terminated or otherwise changed except in writing by an authorized representative of ER Rentals and a representative of Customer.

Last Modified: 04/05/2016