

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the Director of Finance and Purchasing on behalf of the County to accept dash-mount dual-band mobile radio equipment from the Missouri Department of Public Safety, for use by the Sheriff's Office, at no cost to the County.

RESOLUTION NO. 19078, February 22, 2016

INTRODUCED BY Alfred Jordan, County Legislator

WHEREAS, the Missouri Department of Public Safety has awarded the County a grant through the Missouri Statewide Communications Assistance Program (MoSCAP) of a Motorola APX 7500 dash-mount dual-band mobile radio, valued at approximately \$500.00, for use by the Sheriff's Office; and,

WHEREAS, the MoSCAP grant's purpose is to provide first responder agencies with an internal communications platform and to increase interoperability within their area; and,

WHEREAS, the grant of this equipment is at no cost to the County; and,

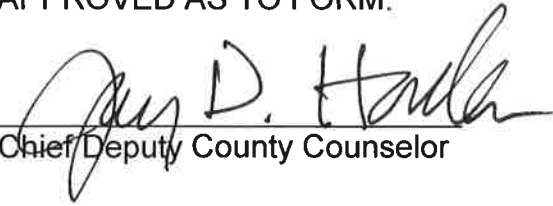
WHEREAS, the Legislature, under article II, section 16 (21) of the Jackson County Charter, is empowered to acquire property for County purposes, and the Director of Finance and Purchasing recommends accepting said property; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the Director of Finance and Purchasing be authorized to accept the Motorola APX 7500 dash-mount dual-band mobile radio, for use by the Sheriff's Office; and,

BE IT FURTHER RESOLVED that the Director is authorized to execute the attached Acceptance Agreement and any and all other documents necessary to give effect to the intent of this Resolution.

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19078 of February 22, 2016, was duly passed on February 22, 2016 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absent 0

2.22.16
Date


Mary Jo Spino, Clerk of Legislature

By signing the enclosed acceptance agreement, your agency agrees to accept the equipment outlined in the award letter. Once the radio equipment is transferred to your agency, you will have 90 days to complete installation and make a test call on the MOSWIN system. Please return the signed acceptance agreement by the date stated in the award letter. You may submit the completed document back to the Missouri Interoperability Center by any of the three methods below.

Mail: Missouri Interoperability Center
2413 East McCarty St
Jefferson City, MO 65101

Fax: 573-526-1632

Email: moswin.sysadmin@dps.mo.gov

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.

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: _____



Entertainment Systems, Inc.

ENTERTAINMENT SYSTEMS, INC.

2401 SW US 40 HWY, Ste A
BLUE SPRINGS, MO 64015-4656

Res. 19078
Quote

Date	Estimate Number
2/2/2016	12107464

Billing Address
JACKSON COUNTY SHERIFFS DEPT 3310 NE RENNAW DRIVE LEE'S SUMMIT, MO 64064 Vendor ID: ENT12100

Physical Address
JACKSON COUNTY SHERIFFS DEPT 3310 NE RENNAW DRIVE LEE'S SUMMIT, MO 64064

Contact	Customer Phone	PO Number	Rep	FCO/EVO	Account #	Terms	Due Date
GREGG	816-524-4302		07		82557070854...	NET 30	3/3/2016

Qty	Item	Description	U/M	Rate	Total
1	RSIIMTX-COM...	RSII RGB/VO16 IN 16 OUT MATRIX SWITCHER W/DETACHABLE FRONT PANEL CONTROLLER REPLACEMENT SWITCHER		500.00	500.00

Phone	Fax	Email	Web Site		
816-229-9930/800-737-5040	816-228-9392	sales@esikc.com	www.esikc.com		
<p>Purchaser acknowledges the responsibility to ensure compliance with all building codes, zoning ordinances, covenants, conditions and restrictions affecting the site where equipment to be located. Purchaser acknowledges the seller Entertainment Systems, Inc. (ESI) has made no representations or warranties concerning availability or distribution of television channels or programming by satellite. Payment is due upon receipt of this invoice. A \$30 charge will be applied for returned checks. Any invoice more than 90 days past due without the prior written consent of ESI will be turned over to collections. Reasonable collection and attorney's fees will be assessed to all accounts. ESI retains ownership of equipment until paid in full. ESI reserves the right to retrieve said equipment, and/or undo service work performed if not paid within 90 days of completion. Customer is responsible for damaged equipment caused by misuse /negligence.</p> <p>A 25% re-stock charge will be applied to all merchandise returned within 30 days of purchase. Merchandise returned between 30 days and 6 months will also be charged an additional 13% per month. There will be no refund after 6 months from date of purchase. All discrepancies must be reported within 10 days of work completed. ESI will honor any and all manufacturer warranties on equipment sold, which may not include service or labor charges. ESI guarantees all used equipment for 90 days and services on labor for 30 days on work that was performed.</p>				Subtotal	\$500.00
				Sales Tax (0.0%)	\$0.00
				Total	\$500.00
Customer Printed Name: _____					
Customer Signature: _____					