

**AGREEMENT**  
**Acceptance of Emergency Services Grant**  
**Equipment**

**Res. 18142**

**Grant Name & Number:** UASI FY2010 – 73150; MMRS FY2010 – 75270; ASPR FY2012 - 77100  
**Project Title & Number:** Multi-UASI Health/Medical Collaboration – 7316700; MMRS – 75270; Fatality Management – 7710400  
**Document Number (PO #):** PO-002435  
**Description of Equipment:** MinXray Varian Direct Radiography System  
**Catalog of Federal Domestic Assistance (CFDA) number:** 97.067 UASI/MMRS (\$88,766.02) & 93.889 ASPR (\$2,120.68)

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The Mid-America Regional Council (MARC) 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 County – Medical Examiner’s Office** (“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 a period of four years following the effective date of this Agreement.

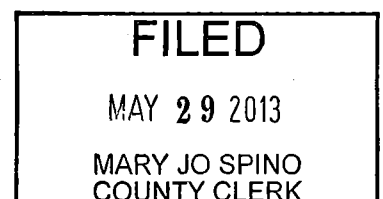
Geographic Area

Grants dictate the geographic area for the investment. This agreement applies to the region selected below. References to a “regional response” capability refers to the geographic area selected and is outlined by the terms of the grant. Any additional terms of this agreement that are specific to the area served are listed here as well.

- The Kansas City Urban Area Security Initiative (UASI) area – This is the 9-county Kansas City metropolitan area that includes Jackson, Clay, Cass, Ray and Platte counties in Missouri and Johnson, Wyandotte, Miami, and Leavenworth in Kansas. This same area is supported by the Metropolitan Medical Response System (MMRS) grant program.
- Region A – An emergency response-planning region that consists of the following counties: Platte, Clay, Ray, Carroll, Jackson, Lafayette, Saline, Cass, Johnson, Pettis, Bates, Henry and Benton counties in Missouri.
- Kansas City Area Cities Readiness Initiative region (KC Area CRI) – Comprised of Johnson, Wyandotte, Leavenworth, Franklin, Miami and Linn counties in Kansas
- Homeland Security Response System area – 5 Missouri counties in MARC region (Clay, Cass, Ray, Jackson and Platte counties)
- Other: **MMRS FY2010; ASPR FY2012**

Reporting and Monitoring Requirements: The Agency agrees to provide MARC with its OMB Circular A-133 Audit Reports (if required) along with other annual reports on the status and use of the equipment and on the training of personnel to ensure proper and safe use of the equipment. MARC will provide a reporting form for Agency use and provide adequate time prior to the reporting deadline for the Agency to compile and submit the necessary information. The Agency shall permit monitoring by MARC, the state or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the state or MARC. The Agency shall maintain all related records for at least five (5) years following notification by MARC of the Federal closure of the grant. Record retention is required for purposes of Federal examination and audit. Records may be retained in an automated format. Although information will be provided to MARC by Agency, MARC 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 a minimum of four (4) years.



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. MARC may, if required by state or federal granting agencies, require an on-site inspection of the equipment on an annual basis.

When practicable, any equipment purchased with Department of Homeland Security grant funding should be marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security" or the Agency will affix to the equipment the MARC-provided identification decal.

Disposition of Equipment:

When original or replacement equipment acquired with homeland security funds is no longer needed for the original project or program, the equipment may be retained, sold, or disposed if it is not needed in any other homeland security sponsored project or program. Equipment with a current fair market value of less than \$5,000 may be retained, sold or disposed with no further obligation to MARC after the term of this Agreement has expired. Any transfer of ownership or selling of equipment with a current fair market value greater than \$5,000 must be done in accordance with grant guidance and polices and must be coordinated through MARC. Records must be maintained regarding ultimate disposition of the equipment. See 44 CFR Part 13.32 [http://edocket.access.gpo.gov/cfr\\_2009/octqtr/pdf/44cfr13.32.pdf](http://edocket.access.gpo.gov/cfr_2009/octqtr/pdf/44cfr13.32.pdf)

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 MARC or its agent's access to maintenance and use records. Expiration/calibration dates log and vehicle usage logs must be maintained, as appropriate for the equipment provided in this agreement. Agency agrees to assume financial responsibility for monthly or use service charges beyond the scope of MARC contract, if 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 a regional emergency event.

Title: The Agency agrees to accept title to the equipment provided under this agreement if such title is required.

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 for a minimum of four (4) years, or until such time as the equipment's current fair market value is determined to be 0. Agency will provide MARC with a copy of the declarations page or other appropriate excerpt from the insurance policy confirming that the equipment is insured for a minimum of four (4) years or until such time as the current fair market value of the equipment is determined to be 0. Alternatively, the Agency may elect to self-insure the equipment. If the Agency so elects, the Agency will notify MARC of this election in writing, and will be responsible for the repair and/or replacement of equipment, or any portion thereof, in the event of its loss, damage, and/or destruction, on the terms previously specified in this paragraph that apply in the event of an insurance loss.

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

Interest of members of MARC and others: No officer, member, or employee of MARC 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,

MARC shall thereupon have the right to terminate this Agreement by specifying the effective date thereof. The date of notice shall be at least five (5) days before the effective date of such termination. If MARC terminates this Agreement, MARC may require that Agency return all equipment provided to the Agency under this Agreement to MARC, and that Agency transfer ownership of all equipment to MARC and that Agency execute any documents necessary to transfer ownership to MARC or to another organization designated by MARC 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. MARC, 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. MARC 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 MARC be liable to agency for any indirect, incidental, consequential, special, and exemplary or punitive damages. 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 MARC against and for, any claims against MARC 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 MARC in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by MARC.

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 Mid-America Regional Council:**

Erin Lynch, Emergency Services and Homeland Security Program Director  
Mid-America Regional Council  
600 Broadway, Suite 200  
Kansas City, MO 64105  
Fax 816-421-7758  
[elynch@marc.org](mailto:elynch@marc.org)

**For Agency:**

Attn/Name: Troy Thomas, Director of Finance  
Agency: Jackson Co Court House – Med Examiner’s Office  
Address: 412 E 12<sup>th</sup> Street  
City/State/Zip: Kansas City, MO 64106  
Please list Agency fax number 816-881-3184  
Please list Agency Contact email address t.thomas@jacksongov.org

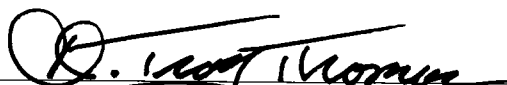
For Mid-America Regional Council:

  
\_\_\_\_\_  
Marlene Nagel

Community Development Director

Date: 5/10/13

For Agency:

  
\_\_\_\_\_  
Name: Q. Troy Thomas

Title: Director of Finance and Purchasing

Agency JACKSON COUNTY, MO


Signed/Agreement Effective Date: May 29, 2013

APPROVED AS TO FORM

By   
\_\_\_\_\_  
W. Stephen Nixon

County Counselor

ATTEST BY:

  
\_\_\_\_\_  
Mary Jo Spino

Clerk of the County Legislature

### Attachment 1 – Description of Equipment

This agreement refers to the equipment below:

Item Description:	Varian Direct Radiography (X-Ray) System
Brand:	MinXray
Model Number:	CMDR-2S X-RAY
Quantity:	1
Unit Cost:	\$90,886.70
Purchase Order Number:	PO-002435

**Total Value of Non-Cash/Equipment Transferred to Agency: \$90,886.70**

*For those items received with unique serial numbers, please list those numbers below and return to MARC with signed agreement.*

Item Name	Serial Number	Agency Inventory ID Tagging Number