

# **AGREEMENT**

## **Acceptance of Emergency Management Communications Assistance Program Mobile/Portable Radio Equipment**

**Grant Name: Emergency Management Communications Assistance Program (EMCAP)**

**Project Title: EMCAP Grant**

**Description of Equipment: Motorola APX7500 Dash-mount Dual-Band Mobile Radio and/or Motorola APX7000 Multi-Band Portable Radio**

The parties of this Agreement do mutually agree as follows:

**Award of Equipment:** The State Emergency Management Agency (SEMA) 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 Emergency Management Agency ("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 SEMA by the Agency, SEMA 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. SEMA 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 SEMA. If SEMA discovers that equipment acquired with this grant program has been disposed of without written approval, SEMA 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 SEMA 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 SEMA, 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.

FILED

FEB 27 2017

MARY JO SPINO  
COUNTY CLERK

**Report of Loss or Expiration:** The Agency agrees to notify SEMA 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 SEMA and others:** No officer, member, or employee of SEMA 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, SEMA 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 SEMA terminates this Agreement, SEMA may require that the Agency return all equipment provided to the Agency under this Agreement to SEMA, and that Agency transfer ownership of all equipment to SEMA and that Agency execute any documents necessary to transfer ownership to SEMA or to another organization designated by SEMA 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. SEMA, 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. SEMA 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 SEMA 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 SEMA 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 SEMA against and for, any claims against SEMA 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 SEMA in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by SEMA.

**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 the State Emergency Management Agency:**

Ron Walker, Director  
P.O. Box 116  
Jefferson City, MO 65102  
Fax 573-526-9194  
[Ron.Walker@sema.dps.mo.gov](mailto:Ron.Walker@sema.dps.mo.gov)

**For Agency:**

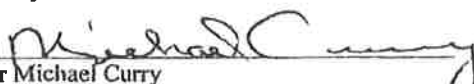
Attn/Name: Director Michael Curry  
Agency: Jackson County, Emergency Management Agency  
Address: 201 W. Lexington, Ste. 201  
City/State/Zip: Independence, MO 64050

For State Emergency Management Agency:


Ron Walker  
SEMA Director

Date: 2/8/2016

For Agency:

  
Director Michael Curry

Agency: Jackson County, Emergency Management Agency  
Signed/Agreement Effective Date: 3-24-16

|  |                     |  |  |  |
|--|---------------------|--|--|--|
| <div></div> |                     |  | MISSOURI DEPARTMENT OF PUBLIC SAFETY<br>MISSOURI INTEROPERABILITY CENTER |  |
| <b>Policy Title: Member Agency Agreement</b>   |                     |  |  |  |
| Version: 2.1   | Issued: August 2012 |  | Revised: November 2013   |  |

This Member Agency Agreement ("Agreement") is entered into by and between the State of Missouri Department of Public Safety, MOSWIN System Administration, (the "Department"), and Jackson County Emergency Management Agency, (the "Member Agency") acting by and through its authorizing agent and/or governing body.

#### RECITALS:

The State owns and operates the Missouri Statewide Interoperable Network ("MOSWIN"), a digital Project 25 trunked radio network licensed by the Federal Communications Commission (the "FCC") that provides statewide interoperable mobile radio coverage for public safety agencies; and

The Member Agency desires to obtain access the MOSWIN in order to communicate among various public safety units. NOW, THEREFORE, the parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

#### Section 1: Duties and Responsibilities of Member Agency

- 1.1.1 Point of Contact - The Member Agency shall provide point of contact information as requested by the MOSWIN system administration to enable timely communication. The MOSWIN System Administration will use this information to notify the Member Agency of anticipated system outages, upgrades, and other anticipated system issues that will impact the Member Agency's radio transmissions. It is the Member Agency's responsibility to inform Member Agency personnel who are issued radio units for use on MOSWIN of any issues impacting the Member Agency's radio transmissions.
- 1.1.2 Authorized Member Agencies - Use of the radio system is limited to Member Agency's public safety personnel and any other personnel specifically authorized by the MOSWIN System Administration.
- 1.1.3 Member Agency Radios - The Member Agency assumes all financial and legal responsibility for providing radio units to Member Agency personnel for proper operation on MOSWIN, including any ongoing maintenance or upgrades associated with the radio units. This provision does not affect the Member Agency's ability to pursue and obtain third-party funding for radio units or funding through grant programs administered within the Department.
- 1.1.4 Member Agency Radio Information - The Member Agency shall submit to the MOSWIN system Administration point of contact (MOSWIN POC) (identified below) a list of identification numbers for all Member Agency radios that will operate on the MOSWIN. Member Agency shall notify the MOSWIN POC if there is any change to its radio inventory, including but not limited to notification that a radio has been lost or stolen.
- 1.1.5 Member Agency Talkgroups - Member Agency shall work with the MOSWIN System Administration POC to develop the appropriate talk groups necessary to achieve the Member Agency's mission.
- 1.1.6 Conformance with MOSWIN Standards and Policies - The Member Agency is subject to and shall follow all applicable standards, policies, procedures, and protocols established or amended for the use of MOSWIN. MOSWIN will provide a copy of current standards, policies, procedures and protocol upon execution of this Agreement. The Member Agency is required to enforce those same standards, policies, procedures, and protocols among Member Agency personnel who are issued radios for operation on MOSWIN.
- 1.1.7 Conformance with State and Federal Laws and Regulations - The Member Agency is subject to all applicable state and federal rules, regulation, and laws pertaining to the use of MOSWIN including, but not limit to, the Communications Act (47 U.S.C. 151) and all applicable Federal Communications Commission Rules and Regulations.
- 1.1.8 Conformance with Interoperable Communications Practices - The Member Agency shall comply with standard National Incident Management System (NIMS) radio procedures when engaged in interoperable communications and any applicable communications plan within the Missouri State Emergency Plan.
- 1.1.9 Radio Operator Training - The Member Agency shall require that any Member Agency personnel operating on MOSWIN attend Member Agency training related to operation on the MOSWIN system. Training shall be obtained by Member Agency personnel prior to communicating on the system and shall include proper radio usage, operation on the MOSWIN trunked system, emergency procedures, and interoperability protocols and standards.



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

**Policy Title: Member Agency Agreement**

Version: 2.1

Issued: August 2012

Revised: November 2013

- 1.2 **System Key Files and Encryption Keys** - All system key files and encryption keys are considered confidential security information and closed pursuant to Sections 610.021(18) and (19), RSMo. Unless specifically authorized by MOSWIN System Administration in writing for each individual radio, the Member Agency is not permitted to directly or indirectly permit any third person to view, read, print, extract, copy, transmit, archive, edit, create, loan, transfer, release, tamper with, reverse engineer or otherwise compromise the security of any network key file or encryption key files for any radio with access to MOSWIN. In the event that the Member Agency learns that any person has improperly or fraudulently obtained a system key file or encryption key file, the Member Agency is required to immediately notify MOSWIN system administration.
- 1.3 **Dispatch Recording** - If Member Agency desires to record and/or maintain radio transmissions or dispatch logs, Member Agency is responsible for obtaining any necessary equipment and any costs associated with such equipment.
- 1.4 The emergency button on MOSWIN member agency radios or consoles should only be used in case of imminent personal danger. Emergencies should only be cleared by the agency whose personnel declared the emergency, unless they have a written agreement in place for another agency to acknowledge and clear their emergency activations.

**Section 2: Duties and Responsibilities of Department**

- 2.1 **Allocation of System Resources** - Department will provide Member Agency with continuous system availability to MOSWIN. The Member Agency acknowledges that MOSWIN is designed to provide mobile coverage throughout 95% of each county. Any cost associated with providing desired portable coverage is the sole responsibility and expense of the Member Agency.
- 2.2 **Member Agency Talkgroups** - The Department will work with Member Agency to develop the appropriate talk groups necessary to forward the Member Agency's mission without negatively impacting the MOSWIN radio system. The MOSWIN System Administration may periodically monitor talkgroups allocated to the Member Agency for the Member Agency's internal use for system management purposes including, but not limited to, maintenance, troubleshooting, system performance assessments, unusual traffic patterns, policies and procedure compliance audits. The MOSWIN System Administration may monitor the Member Agency's talkgroups at any time, for any duration, without notice, and subject to recording.
- 2.3 **Support** - The Department will provide continuous access to live help via the MOSWIN network operations center to assist with any technical or operational issues.
- 2.4 **Radio De-Activation** - In the absence of exigent circumstances, the Department will provide notification to Member Agency prior to terminating MOSWIN access for any individual radios.
- 2.5 **FCC Licenses** - The Department shall hold and administer all FCC licenses associated with the MOSWIN network.

**Section 3: Term and Cancellation**

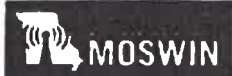
- 3.1 **Term of Agreement** - This Agreement shall be in effect as of the latest date on which all parties have signed the Agreement, and will continue in force until terminated by either party.
- 3.2 **Termination** - Any party may terminate this Agreement upon giving thirty (30) days prior written notice of termination to the other party.

**Section 4: Merger and Modification**

- 4.1 **Entire Agreement** - The parties understand and agree that the entire agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter contained herein. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
- 4.2 **Amendments to Agreement** - Any alternation, variations, modifications or waivers of provisions of this Agreement shall only be valid when they have been transcribed in writing as an amendment to this Agreement signed by the parties hereto.

**Section 5: Miscellaneous Provisions**

- 5.1 **Liability** - Each party will be solely liable for its own acts and omissions, and the results thereof, to the extent authorized by law.



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER

**Policy Title: Member Agency Agreement**

Version: 2.1

Issued: August 2012

Revised: November 2013

- 5.2 Applicable Laws - This Agreement is governed by and construed according to the laws of the State of Missouri. The Member Agency is subject to the same Federal laws that govern the Department's operation of a digital Project 25 trunked radio network licensed by the Federal Communication Commission (FCC) which includes, but is not limited to the Communications Act (47 U.S.C. 151) and all applicable FCC Rules and Regulations.
- 5.3 Authorized Signatories - This Agreement shall become binding and effective only after it has been approved by the authorizing official for the Department and the governing body or authorized official for the Member Agency, as evidenced by the signature of the appropriate authority.
- 5.4 This agreement does not supersede any written agreements entered into between local or zone users to the extent those agreements do not conflict with MOSWIN operations, policies, and requirements.

DEPARTMENT OF PUBLIC SAFETY

ADDRESS: 2413 East McCarty Street  
Jefferson City, MO 65101

SIGNATURE: 

PRINTED NAME: Bryan A. Courtney

TITLE: Director, MOSWIN

DATE: 2/21/17

MEMBER AGENCY

ADDRESS: 201 W. Lexington Avenue  
Independence, MO 64051


SIGNATURE: 

PRINTED NAME: Mike Curry

TITLE: Director, Jackson County Office of Emergency Preparedness

DATE: March 23<sup>rd</sup> 2016

APPROVED AS TO FORM

  
County Counselor

ATTEST:

  
Clerk of the County Legislature

  
Q. Troy Thomas  
Chief Financial Officer



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER  
**LETTER OF INTENT**

**MOSWIN System Membership Letter of Intent**

This is a non-binding /good-faith declaration of this agency's intentions with regard to migration of public-safety radio communications to the MOSWIN statewide radiocommunications system.

Agency Name: Jackson County Office of Emergency Preparedness

Address: 201 West Lexington

Address: Suite 201

City: Independence

State: MO

Zip Code: 64050

This agency intends to participate at the level checked below as a member in the MOSWIN Network. \*Levels defined on page 2 of this form.

☐ Level 1

☒ Level 2

☐ Level 3

☐ Level 4

☐ Level 5

☐ Level 6

Authorized Signature: [Signature]

Date: \_\_\_\_\_

Type/Print Name:

Q. Troy Thomas

Title: Chief Financial Officer

Please submit the completed form by clicking "Submit by Email" button in the upper right hand corner. You may also print, scan and email to [moswin.sysadmin@dps.mo.gov](mailto:moswin.sysadmin@dps.mo.gov), submit completed form by fax 573-526-1632 or by mail to:

Missouri Interoperability Center  
2413 East McCarty  
Jefferson City, MO 65101

**Agency Authorized Official/Department Head**

Contact Name: Mike Curry

Phone: (816) 304-4624

Email: Mcurry@jacksongov.org

Fax: (816) 881-4473

**Agency Radio System Expert/Point-of-Contact**

Contact Name: Mike Curry

Phone: (816) 304-4624

Email: Mcurry@jacksongov.org

Fax: (816) 881-4473

**Agency Training Point-of-Contact**

Contact Name: Mike Curry

Phone: (816) 304-4624

Email: Mcurry@jacksongov.org

Fax: (816) 881-4473



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
MISSOURI INTEROPERABILITY CENTER  
**LETTER OF INTENT**

\*User Level - a defined level of usage of MOSWIN based on the following levels:

**Level 1 - Daily Use / Dispatch (Tier I and future Level 1 members)**

Daily use is defined as radio communications in support of internal agency operations such as usual and routine dispatch. Daily use will occur on channels that have been established for internal agency communications. Daily use will not occur on channels established for interoperability or itinerant use.

**Level 2 - Interoperability / Mutual Aid (Tier II Agencies and PSAPS)**

Interoperability use is defined as radio communications in support of multi-agency response to an incident. This is typically across county lines and when responding agencies do not have access to local common channels. Interoperability use will occur on predefined system interoperability channels in accordance with the guidelines for use of those channels.

**Level 3 - Itinerant / Travel**

Itinerant use is defined as radio communications in support of units operating outside of their home area or system. This is typically when a unit leaves its home county.

Examples of itinerant use are:

- A sheriff's deputy on a prisoner transport needs to communicate with their dispatch or the dispatch point for the location nearest them.
- A regional response team traveling to/from an incident needs to communicate with their dispatch.

Itinerant use will occur on predefined channels in accordance with the guidelines for use of those channels.

**Level 4 - Affiliated Sub System**

An agency wishes to affiliate their radio system with MOSWIN through an ISSI or gateway.

**Level 5 - Integrated Buildout to Increase Coverage and/or Capacity**

An agency wishes to purchase and construct additional coverage and/or capacity for MOSWIN in order to meet their needs.

**Level 6 - Data Use - Future Broadband capacity of network - to be determined.**