

FRANKLIN COUNTY

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Alan Radcliffe	Ext. 3505
DEPARTMENT: Emergency Management	
DATE: October 29, 2008	No.

ITEM: MOU for 800 Radios

Background: The NE Regional Homeland Security Council has received a Public Safety Interoperability Grant and has decided to purchase radios that can operate on the State' 800 system. Each County in the NE region has the opportunity to receive a radio in the PSAP (911 center), EOC, and hospital. These radios will be installed at not cost to the county. In addition to those radios the county can accept 15 mobile radios and 10 handheld radios and chargers. These radios are to be used to enhance interoperability during a disaster. The county will be responsible for the cost to install the mobile radios into vehicles and maintain them for the life of the radio. The radios are to be programmed with the states frequency template when they are delivered to the county. Any additional programming will be at the counties expense.

Recommended Action: Approve the MOU

Attachments: MOU, Letter from the region and Letter from EM Director.



Franklin County Emergency Management

Date: October 6, 2008

To: Lisa Johnson and the County Commission

From: Alan Radcliffe

Re: 800 radios

Attached is a letter you should be receiving from NE Regional Homeland Security Council. This letter is in reference to the Public Safety Interoperability Grant Program.

I have discussed this grant with the members of the (LEPC), Local Emergency Planning Committee. The following information came from the August LEPC meeting where a survey was discussed so the Regional Council would have some guidance and direction towards interoperability in the NE region.

County contact for distribution and management of the equipment: Alan Radcliffe

Recommended number of radios and agency receiving them:

Dispatch 911 center: 1 installed

RMH: 1 installed

EOC (EM office): 1 installed

Portables:

EM office: 10 to be handed out when needed

Mobiles:

EM: 3

FCAS: 6

SO: 2

Ottawa PD: 2

Ottawa FD: 2

Lisa let me know if this needs to be a study session item.

Thanks,

Alan

Northeast County Commissions,

The NE Regional Homeland Security Council has applied and received their grant award through the Public Safety Interoperability Grant Program. The grant guidelines are specific on the way the funds are to be expended. The term "interoperability" is the key wording. This grant is not intended to enhance a local radio system or to supplant your budgets in any way. The NE Regional Homeland Security Council has opted to distribute radios consistent with the state interoperability plan using the state 800 MHz radio system. The NE Regional Homeland Security Council has purchased 800Mhz trunked base radios and installation for twenty-seven Primary Answering Points in the region. Through the grant, we have purchased 800 MHz control stations to be installed in twenty-six hospitals and the 23 emergency operations centers in the region. This purchase should provide some interoperability between PSAP's (Public Safety Answering Points), Hospitals and Emergency Operations Centers; using the state radio system, at a minimum.

Through the grant we also purchased some interoperable radios for each community. Each county and the four tribal units will receive a cache of 800 MHz radios and will be responsible for their own installation costs. Counties that reply with a signed MOU (Memorandum of Understanding) will receive 15 mobile radios and 10 portable radios. Each Tribal unit will receive five portable 800 MHz radios. The council encourages each jurisdiction to distribute these among supervisors of agencies that can assist in emergency and disaster response regionally, response vehicles like ambulances, rescue vehicles and police cars that travel outside their jurisdiction on a regular basis.

Please discuss this radio allocation with the "public safety" organizations in your community. I will need the attached MOU, signed by the governing body of each tribe and county, returned to me at the address below by November 21, 2008. Please identify a single point of contact for the distribution and management of the communications equipment.

Patrick R. Collins, Chair

NE Regional HS Council

115 N 4th

Manhattan, Kansas 66502

Fax 785-537-6338

Phone 785-537-6333

E-mail pcollins@rileycountyks.gov

TRANSFER OF PROPERTY AGREEMENT: Acceptance of Homeland Security Grant Equipment

Grant: ~~FFY 2007~~ PSIC Grant Program
Regional Council: Northeast Kansas Regional Homeland Security Council
Agency: Franklin County, Kansas
Description of Equipment: Radios – See Attached List for Details
Cost: \$2,062,389.03
Vendor: Motorola
Purchase Order/Quote/Invoice Number: PO#080915.003

The parties of this agreement do mutually agree as follows:

Award of Equipment: The North Central Regional Planning Commission, on behalf of the Northeast Kansas Regional Homeland Security Council, hereafter referred to as the "Regional Council", agrees to transfer ownership of the equipment/supplies, hereafter described as "Equipment" and as described on the attached purchase order/invoice and purchased under grant Catalog of Federal Domestic Assistance (CFDA) # 97.067 to **Franklin County, Kansas**, hereafter referred to as the "Agency", to enhance the Agency's capabilities to deter and/or respond to acts of terrorism and other disasters affecting the Agency's community and the homeland security region in which the Agency resides. The Agency listed above agrees to accept the specified equipment and comply with all provisions detailed in this Agreement.

Reporting and Monitoring Requirements: The Agency agrees to provide the Region with 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. The Region 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 the Region, the state or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the state or Region. The Agency shall maintain all related records for the life of the equipment. Although information will be provided to the Region by the Agency, the Region 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 inventory control on any equipment provided through this agreement, where the value of any one individual item is \$100 or more, for the life of the equipment.

Equipment inventories shall include the following items:

- Serial number
- Description of item
- Vendor
- Date purchased
- Cost of item
- Date item received
- End user (Agency)
- Contact information for End User (Agency)
- Location of equipment
- Date of last inspection on equipment
- Condition of equipment
- Personnel trained on equipment

The Region, at Agency request, may provide an Equipment Inventory template for the Agency to use in creating their equipment inventory.

The Region may, if required by state or federal granting agencies, require an on-site inspection of the equipment costing \$5,000 or more on an annual basis. A control system must be developed by the Agency to ensure proper maintenance and adequate safeguards to prevent loss, damage, or theft of the equipment.

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. The Agency 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 equipment to use the 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 assume financial responsibility for monthly or use service charges beyond the scope of the Region contract, if within the time period of this Agreement.

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. Agency will list the Region as an additional insured and a loss payee with respect to the equipment, and provide the Region with a copy of the declarations page or other appropriate excerpt from the insurance policy confirming that the equipment is insured.

Report of Loss or Expiration: The Agency agrees to notify the Region within ten (10) working days of the loss, damage or expiration of the equipment/supplies provided through this Agreement. The Agency understands that neither Region nor state or federal agencies are able to replace items lost, damaged or expired. Agency is required to commit to sustain capabilities gained through the acceptance of the equipment/supplies covered through this Agreement.

Interest of members of the Region and others: No officer, member, or employee of the Region 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, the Region 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) working days before the effective date of such termination. If the Region terminates this Agreement, the Region may require that the Agency return all equipment provided to the Agency under this Agreement to the Region, and that Agency transfer ownership of all equipment to the Region, and that Agency execute any documents necessary to transfer ownership to the Region or to another organization designated by the Region 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. The Region, 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.

The Region 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 the Region be liable to the Agency for any indirect, incidental, consequential, special, and exemplary or punitive damages.

To the extent permitted by law, the Agency will defend, indemnify and reimburse the Region against and for, and the 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 the Region against and for, any claims against the Region 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 the Region in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by the Region.

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

Related Federal Regulations per 44 CFR, Part 13, Section 13.32: The Agency shall not use equipment to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted by federal statute. The Agency may use equipment to be replaced as a trade-in or sell the property and use proceeds to offset the cost of the replacement property, with approval from the Region and final approval from the state and federal agencies. The Agency may sell or dispose of equipment valued at under \$5,000 upon notification to the Region and upon notification to Region the date equipment was sold, sale price of equipment, and entity that was sold to (if selling equipment) or upon notification to Region that equipment is requested to be disposed and reasons for disposition (if disposing equipment). If equipment is sold for \$5,000 or more, the federal government shall have the right to receive proceeds from the sale in excess of grant funds provided for such item; this does not apply to transferring equipment to other entities or in applying the sale proceeds towards acquiring other homeland security-related equipment that costs more than the equipment sold.

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

For Regional Council:

Name:	<u>North Central Regional Planning Commission (fiscal agent)</u>
Agency:	<u>Northeast Kansas Regional Homeland Security Council</u>
Address:	<u>109 N. Mill Street, P.O. Box 565</u>
City/State/Zip:	<u>Beloit, KS 67420</u>
Fax number:	<u>(785) 738-2185</u>
Email address:	<u>jcyr@nckcn.com</u>

For Agency:

Name: _____

Agency: _____

Address: _____

City/State/Zip: _____

Fax number: _____

Email address: _____

Signed this _____ day of _____, 2008:

For Region: **Northeast Kansas Regional
Homeland Security Council**

For Fiscal Agent: **North Central
Regional Planning Commission**

Pat Collins
Printed Name of Regional Council Chair

Marcia Funke
Printed Name of FA Chair

Signature of Regional Council Chair

Signature of FA Chair

For Agency:

Printed Name of Designated Agency Representative

Signature of Designated Agency Representative

TRANSFER OF PROPERTY AGREEMENT PROVISIONS ATTACHMENT

The undersigned parties agree that the following provisions are hereby incorporated into the agreement to which it is attached and made a part thereof, said agreement being dated the _____ day of November 2008.

Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the agreement and any other document relating to and a part of the agreement in which this attachment is incorporated unless otherwise prohibited by federal or state law. All terms hereof survive termination of the agreement.

Disposition of Property: The Agent may dispose of or remove from inventory any or all equipment when the useful life of the original or replacement equipment acquired under the grant award has expired or when any or all equipment is no longer needed for the original project or program. Disposition of the equipment will be made as follows:

- Items with a fair market value of **less** than \$5,000.00 may be retained, transferred, or otherwise disposed of and removed from inventory with Kansas Highway Patrol approval.
- Items with a fair market value in excess of \$5,000.00 may be retained, transferred, or otherwise disposed of and removed from inventory with prior **written** Kansas Highway Patrol approval. A copy of said approval shall be provided to the Region.

Useful Life: Useful life shall be measured by established and commonly accepted IRS protocols. The useful life for average radio communications equipment is:

- Portables --- 7 years
- Mobiles --- 7 years
- Fixed Station ---10 years.

Fair Market Value: For assets purchased or acquired contractually or by agreement, the cash basis used to determine fair market value equals the purchase price. Straight-line depreciation is the simplest and most often used technique used to further determine fair market value, requiring the agent to expense a portion of **original cost** in equal increments over the useful life of the asset. The formula used is

$$\frac{\text{Purchase Price}}{\text{Useful Life}}$$

Fair market value at any point in time is thus an estimate of the value of the asset at the time it will be transferred, sold or disposed of. That value may be zero.

Signed this _____ day of _____, 2008:

For Region: **Northeast Kansas Regional
Homeland Security Council**

For Fiscal Agent: **North Central
Regional Planning Commission**

Pat Collins
Printed Name of Regional Council Chair

Marcia Funke
Printed Name of FA Chair

Signature of Regional Council Chair

Signature of FA Chair

For Agency:

Printed Name of Designated Agency Representative

Signature of Designated Agency Representative