

**FRANKLIN COUNTY
COMMISSION AGENDA ITEM**

TO: BOARD OF FRANKLIN COUNTY COMMISSIONERS	Reviewed:
FROM: Alan Radcliffe	Ext: 3505
DEPARTMENT: Emergency Management	
DATE: Monday, September 28, 2009	No:

ITEM: Homeland Security Regional Council Equipment MOU

Background: The State of Kansas has formed 7 regions for Homeland Security. The Northeast region has 23 counties including Franklin. The Northeast Homeland Security Region has purchased a web based call notification system to be used by the counties. The Northeast Region using grant funds has paid \$343,000.00 for the first year. At the end of year one, the counties using the system can pay \$5.00 for an additional five years of service. There is no equipment involved since it is web based. For the last two years the Franklin County LEPC has discussed using a call notification system for first responding agencies/departments. A committee for the Northeast Homeland Security Region has researched several different call notification systems and for the money, this system appears to be the best choice.

Recommended Action: Discuss approving the agreement

Attachments: MOU

**TRANSFER OF PROPERTY AGREEMENT:
Acceptance of Homeland Security Grant Equipment**

Grant: ██████████ Homeland Security Grant Program
Regional Council: Northeast Kansas Regional Homeland Security Council
Agency: Franklin County, Kansas
Description of Equipment: Immediate Response Information System (IRIS) Software
Cost: Year 1 Initial Setup / Installation: \$343,000 paid by NEK Regional Council
Years 2 – 6: \$1.00 per year or \$5.00 total for the receiving county
Vendors: TechRadium, Inc., 14015 Southwest Frwy, Sugar Land, Texas 77478
Purchase Order/Quote/Invoice Number: Contract (attached)

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 control and use of the equipment/supplies/services, 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: North Central Regional Planning Commission (fiscal agent)
Agency: Northeast Kansas Regional Homeland Security Council
Address: 109 N. Mill Street, P.O. Box 565
City/State/Zip: Beloit, KS 67420
Fax number: (785) 738-2185
Email address: jcyr@nckcn.com

For Agency:

Name: _____

Agency: _____

Address: _____

City/State/Zip: _____

Fax number: _____

Email address: _____

Signed this ____ day of _____, 2009:

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

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

Pat Collins
Printed Name of Regional Council Chair

David Thurlow
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