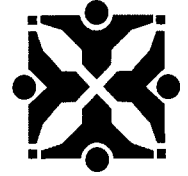


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: B 387-14

Department Source: Finance

To: City Council

From: City Manager & Staff

Council Meeting Date: December 15, 2014

Re: Ordinance authorizing the transfer of vehicles and radio site generators used by the Public Safety Joint Communications agency from city ownership to county ownership.

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, Acceptance of Emergency Services Grant Equipment Agreement, Schedule of Vehicles being Transferred.

Supporting documentation includes: None

Executive Summary

Ordinance authorizing the transfer of vehicles and radio site generators used by the Public Safety Joint Communications agency from city ownership to county ownership.

Discussion

The Public Safety Joint Communications employees who are currently City of Columbia employees are becoming Boone County employees effective January 1, 2015. In conjunction with this transfer the City of Columbia is also transferring the City vehicles used by these employees and the radio site generators that are used by this agency to Boone County for ownership, operation and maintenance purposes.

Two of these radio site generators were purchased with federal grant funds. A copy of the Agreement which documents the federal agencies notification of the transfer of this grant funded equipment is included with this memo.

Fiscal Impact

Short-Term Impact: None.

Long-Term Impact: None.

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Governance and Decision Making

Strategic Plan Impact: Not Applicable

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Approval of this ordinance.

City of Columbia

701 East Broadway, Columbia, Missouri 65201



Legislative History

None.



Department Approved



City Manager Approved

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 387-14

AN ORDINANCE

authorizing an agreement with Boone County, Missouri to transfer radio site generators purchased with Missouri State Homeland Security grant funds and used by the Public Safety Joint Communications agency to county ownership; authorizing the transfer of vehicles used by the Public Safety Joint Communications agency to Boone County, Missouri; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Boone County, Missouri to transfer radio site generators purchased with Missouri State Homeland Security grant funds and used by the Public Safety Joint Communications agency to county ownership. The form and content of the agreement shall be substantially in the same form as set forth in "Exhibit A" attached hereto.

SECTION 2. The City Manager is hereby authorized to transfer the vehicles used by the Public Safety Joint Communications agency as set forth in "Exhibit B" to Boone County, Missouri.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT

Acceptance of Emergency Services Grant Equipment

Grant Name & Number: FY2004 Missouri State Homeland Security Grant

Project Title & Number: FY2004 Missouri State Homeland Security Grant, 2004-GE-T4-0049

Document Number (PO #):

Description of Equipment: Generators for emergency backup power to radio sites

Catalog of Federal Domestic Assistance (CFDA) number: 97.004

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The City of Columbia, MO (City) hereby agrees to transfer ownership of the equipment (hereafter described as equipment) described on the attached documentation and purchased with grant funds to the County of Boone, MO (County) to provide stated equipment. 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.

Reporting and Monitoring Requirements: State Emergency Management Agency (the Agency) agrees to provide the County 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. County 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 City, the state or appropriate federal agency representatives, and comply with such reporting procedures as may be established by the state or City. The Agency shall maintain all related records for at least five (5) years following notification by City 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 County by Agency, City has no obligation [or right] to maintain or repair the equipment or ensure that the equipment is used safely or properly.

Certificate Regarding Debarment and Suspension: County, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making subawards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include all procurement contracts for goods or services or the transfer of ownership of goods or equipment to subrecipients. The Agency hereby certifies to the best of its knowledge and belief that it:

- Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- Has not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against it for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- Is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- Has not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event the Agency is unable to certify to any of the statements noted above, the Agency shall attach an explanation to this agreement that must be approved in writing by City prior to the commencement of the Agreement.

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. County 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 County 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 City 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 policies and must be coordinated through County. 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

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 County 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 County 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 County 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.

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

Interest of members of County and others: No officer, member, or employee of County 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, County shall thereupon have the right to terminate this Agreement by specifying the effective date thereof within four (4) 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 County terminates this Agreement, County may require that Agency return all equipment provided to the Agency under this Agreement to County, and that Agency transfer ownership of all equipment to and that Agency execute any documents necessary to transfer ownership to County or to another organization designated by 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. County, 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. County 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 County 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

County, 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 County against and for, any claims against County 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 County in connection with any such claims or any breach by Agency of this Agreement, when reasonably asked to do so by County.

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 : City of Columbia, Missouri

Attn: City Manager
701 E. Broadway
Columbia, MO 65201

For Agency: County of Boone, Missouri

Attn/Name: CJ Dykhous

Agency: County of Boone

Address: 801 E Walnut, Rm 333

City/State/Zip: Columbia, MO 65201-7732

Please list Agency fax number 573-886-4311

Please list Agency Contact email address CDykhous@boonecountymo.org

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

Date: _____

BOONE COUNTY MISSOURI

By: _____
Daniel K. Atwill, Presiding Commissioner

Date: _____

ATTEST:

By: _____
Wendy S. Noren, County Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
CJ Dykhouse, County Counselor

Date: _____

Attachment 1 – Description of Equipment

This agreement refers to the equipment below:

| | |
|---------------------|------------------------------|
| Item Description: | Grissum Radio Site Generator |
| Brand: | Cummins 35KW |
| Model Number: | GGFD-5744023E |
| Quantity: | 1 |
| Original Unit Cost: | \$10,112 |
| Serial Number: | K050855143 |

| | |
|---------------------|--------------------------------|
| Item Description: | Rocheport Radio Site Generator |
| Brand: | Cummins 35KW |
| Model Number: | GGFD-5744023E |
| Quantity: | 1 |
| Original Unit Cost: | \$10,112 |
| Serial Number: | K050855144 |

Total Value of Non-Cash/Equipment Transferred to Agency: \$

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 |
|--------------------------------|---------------|--|
| Grissum Radio Site Generator | K050855143 | City #: 2026, Asset ID: 23704, Fleet ID: G-3501, PSJCID: 243 |
| Rocheport Radio Site Generator | K050855144 | City #: 2025, Asset ID: 23703, Fleet ID: G-3506, PSJCID: 128 |

Schedule of Vehicles being Transferred

2013 Chevy Tahoe (City Vehicle 1212, Fleet ID 2706)

Make & Model: 2013 Chevrolet Tahoe full-size 4x4 SUV (Black in color) with tow package, power windows & door locks

Orig. COST: \$ 28,690.00

VIN: 1GNSK2E06DR284542

Mileage: 4,356 miles (9/30/14)

911 Van (City Vehicle 911, Fleet ID 305)

Make & Model: 1995 Chevrolet Cargo Van (Red in color) 3/4-ton with trailer hitch

Orig. COST: \$ 19,297.85

VIN: 1GCGG39K7SF216606

Mileage: 69,165 miles (9/30/14)