Introduced by		Council Bill No	<u>R 87-13</u>		
	A RES	SOLUTION			
used by the	•	of emergency response l nt and purchased with nds.			
BE IT RESOLVED BY THE FOLLOWS:	E CITY COUNCIL	OF THE CITY OF COLU	JMBIA, MISSOURI, AS		
SECTION 1. The 0 by the Fire Department and as the procurement agent with FY 2009 Homeland S	d purchased by the for Area F Reg	ional Homeland Security	Planning Commission		
SECTION 2. The Call documents on behalf cacceptance of the emerge made a part hereof by ref	of the City agree ency response kit		nditions relating to the		
ADOPTED this	day of		, 2013.		
ATTEST:					
City Clerk		Mayor and Presidi	Mayor and Presiding Officer		
APPROVED AS TO FOR	M:				
City Counselor					

REGION F REGIONAL HOMELAND SECURITY OVERSIGHT COMMITTEE (RHSOC) AGREEMENT

Acceptance of Homeland Security Grant Equipment Fiscal Year 2009 Homeland Security Grant

Project Being Funded: HRST DECON FY09 Ludlum Measurements

The parties of this Agreement do mutually agree as follows:

Award of Equipment: The Mid Missouri Regional Planning Commission serves as the fiscal/procurement agent for the Area F Regional Homeland Security Oversight Committee (Area F RHSOC), hereby agrees to transfer ownership of the equipment (described on Attachment A) and purchased under Region F FY08 Grant to the City of Columbia, Missouri, hereafter referred to as (The Jurisdiction) to enhance the Region's capabilities to deter and/or respond to acts of terrorism and other disasters affecting Region F. The Jurisdiction listed above agrees to accept the following specified equipment and comply with all provisions detailed in this Agreement.

Reporting and Monitoring Requirements: The Jurisdiction agrees to provide RHSOC and OHS 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. OHS will provide a report form for the Jurisdiction to compile and submit the necessary information. The Jurisdiction shall permit monitoring by RHSOC, OHS, or appropriate federal Jurisdiction representatives, and comply with such reporting procedures as may be established by the RHSOC or OHS. The Jurisdiction shall maintain all related records for five (5) years after the date on which the Jurisdiction accepts the equipment. Although information will be provided to RHSOC by Jurisdiction, RHSOC, Mid-Missouri Regional Planning Commission, and OHS has no obligation to maintain or repair equipment or ensure that the equipment is used safely or properly.

Inventory Control: The Jurisdiction agrees to maintain inventory control on any equipment provided through this agreement for a minimum of five (5) years or until the fair market value of the items are zero dollars, whichever comes first. Inventory records must include a serial number or other identification number, acquisition date, and description of equipment. RHSOC or OHS may, if required by state or federal granting agencies, require an on-site inspection of the equipment on an annual basis. A control system must be developed to ensure proper maintenance and adequate safeguards to prevent loss, damage, or theft of the equipment. The Jurisdiction will also exchange and replace any expendable supplies used or degraded for a minimum of five (5) years or until the fair market value of the equipment is zero, whichever comes first

<u>Non-Supplanting Certification</u>: The Jurisdiction affirms that 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 Jurisdiction affirms that it has access to staff and other equipment to use the subject equipment in a timely manner once requested or deployed. The Jurisdiction affirms that it has properly trained and qualified personnel to operate an maintain equipment provided through this Agreement, and the Jurisdiction agrees to maintain training of personnel to ensure proper and safe use of the equipment. The Jurisdiction agrees to assume financial responsibility for monthly or use of service charges, if within the five (5) year time period of this Agreement.

<u>Title</u>: The Jurisdiction agrees to accept title to the equipment provided under this agreement if such title is required and properly register the title, if registration is required.

Insurance: The Jurisdiction 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 five (5) years, or until such time as the equipment's value is determined to be zero dollars, whichever occurs first.

Report of Loss or Expiration: The Jurisdiction agrees to notify RHSOC and OHS within ten (10) working days of the loss, damage, or expiration of the equipment/supplies provided through this Agreement. The Jurisdiction understands that neither RHSOC or OHS, or federal agencies are able to replace items lost, damaged, or expired. The Jurisdiction is required to commit to sustain capabilities gained through the acceptance of the equipment/supplies covered through this Agreement.

Interest of members of RHSOC, OHS, or Lead RPC: No officer, member, or employee of RHSOC, OHS or Mid-Missouri Regional Planning Commission and no member of governing bodies, and no other public official of the governing bodies 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 that 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 this Agreement for Cause: If through any cause, the Jurisdiction shall fail to perform in a timely and proper manner its obligations under this Agreement or if the Jurisdiction shall violate any of the covenants, agreements, or stipulations of this Agreement, RHSOC shall have the right to terminate this Agreement by specifying the effective date thereof within five (5) years after the date on which the Jurisdiction 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. Upon termination, Jurisdiction shall immediately return subject equipment to current Homeland Security Oversight Committee.

Liability: With the transfer of ownership of the equipment specified by this Agreement, the Jurisdiction 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. RHSOC, Mid-Missouri Regional Planning Commission, and OHS, are not the manufacturer of the equipment and have no responsibilities with respect to the equipment or any use or storage thereof, or any accidents or claims relating thereto. RHSOC, Mid-Missouri Regional Planning Commission and OHS make no representations or warranties, express or implied, regarding the equipment, whether arising by operation of law or otherwise, and expressly disclaim 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 Mid-Missouri Regional Planning Commission or OHS be liable to the Jurisdiction for any indirect, incidental, consequential, special, and exemplary or punitive damages. To the extent permitted by law, the Jurisdiction will defund, indemnify RHSOC, Mid-Missouri Regional Planning Commission and OHS against and reimburse them for any claims against RHSOC, Mid-Missouri Regional Planning Commission and OHS that are based in whole or in part on damages or injuries allegedly caused by the equipment any use or other aspect thereof and any costs or expenses, including, without limitation, reasonable attorneys' fees incurred by RHSOC, Mid-Missouri Regional Planning Commission, or OHS in connection with any such claims or any breach by Jurisdiction of this Agreement.

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, fax or hand delivered to the following:

Mid-Missouri Regional Planning Commission 206 East Broadway Ashland, MO 65010

For Mid-Missouri Re Address: 206 East Broad City: Ashland State: MO Zip Code: 65010 Executive Director:	lway / C	nission: Date:O4/16/2013
For RHSOC: Chairperson: Vice Chairperson:	The state of the s	Date: 4/16/13 Date: 04-16-13
For City of Columbia,	Missouri :	
For City of Columbia,		
	P With Jo	
Name: Charles Title: Fire Chie	P With Jo	
Name: Charles	P With Jo f a Steert	
Name: Charles Title: Fire Chie Address: 201 Or	P With Jo f a Street in Mo 10520	7391
Name: Charles Title: Fire Chie Address: 201 Oc City/State/Zip: Lolvub	P With Je of Street on MD 10520 874	7391
Name: Charles Title: Fire Chie Address: 201 Or City/State/Zip: Columb Phone Number: 573 Fax Number: 573 Email Address: Crwp	P With Jo f a Steet in Mo 10520 874 874	7391 7446

Attachment A

Items listed are the agreed items received.

Equipment Description: 2 Ludlum Emergency Response Kits

Model: M2241-3

Serial Numbers: SN295789 Serial Numbers: SN295754

Model: M44-2

Serial Numbers: PR319239 Serial Numbers: PR319245

Model: M44-9

Serial Numbers: PR318959 Serial Numbers: PR319358

Model: M133-7

Serial Numbers: PR317856

Serial Numbers: PR317858



Source: Fire Department

Agenda Item No:

To: City Council

From: City Manager and Staff/V

Council Meeting Date:

May 6, 2013

Acceptance of grant-funded equipment from

Re: Homeland Security Grant

EXECUTIVE SUMMARY:

Columbia Fire Department on April 16, 2013 took delivery of new equipment from Region F Regional Homeland Security Oversight Committee (RHSOC). This request is for acceptance of the grant-funded equipment.

DISCUSSION:

Columbia Fire Department is one of 87 fire agencies represented in Region F of the state's Regional Homeland Security Oversight Committee (RHSOC). The Mid Missouri Regional Planning Commission serves as the fiscal/procurement agent for the Area F Regional Homeland Security Oversight Committee. Area F RHSOC purchased under region F grant two (2) Ludlum Emergency Response Kits, each kit is valued at \$2813. Total amount of grant funded equipment is \$5,626.

FISCAL IMPACT:

None

VISION IMPACT:

http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php

N/A

SUGGESTED COUNCIL ACTIONS:

Acceptance of the grant funded equipment from Department of Homeland Security.

FISCAL and VISION NOTES:								
City Fiscal Impact Enter all that apply		Program Impact		Mandates				
City's current net FY cost	\$0.00	New Program/ Agency?		Federal or State mandated?				
Amount of funds already appropriated	\$0.00	Duplicates/Expands an existing program?		Vision Implementation impact				
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?		Enter all that apply: Refer to Web site				
Estimated 2 yea	stimated 2 year net costs: Resources Required		Vision Impact?	No				
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #				
Operating/ Ongoing	7	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #				
		Requires add'l capital equipment?	No	Fiscal year implementation Task #				



Ludlums Serial numbers

h > C@gocolumbiamo.com>, "I

Thu, Apr 25, 2013 at 9:32 AM :om>

Here are the serial numbers you requested;

Unit 1

pancake wand PR318959 survey meter 295789 gamma detector PR31785 gamma scintillator PR319239

unit 2

pancake wand PR319358 survey meter 295754 gamma detector PR317858 gamma scintillator PR319245