



UPDATE
Public Works and Safety Committee
Standing Committee Meeting Agenda
Monday, July 27, 2020
5:00 PM

Location: remotely

You are invited to a Zoom webinar.

When: Jul 27, 2020 05:00 PM Central Time (US and Canada)

Topic: Public Works & Safety Committee Meeting

Please click the link below to join the webinar:

<https://zoom.us/j/97300265654?pwd=L1l0TjBhK1k2MmN0eU5nRytmY2cyQT09>

Password: 879226

Or iPhone one-tap :

US: +13462487799,,97300265654# or +12532158782,,97300265654#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 253 215 8782 or +1 669 900 9128 or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or 877 853 5257 (Toll Free) or 888 475 4499 (Toll Free)

Webinar ID: 973 0026 5654

International numbers available: <https://zoom.us/j/97300265654?pwd=L1l0TjBhK1k2MmN0eU5nRytmY2cyQT09>

Name

Absent

Commissioner Melissa Bynum, Chair

☐

Commissioner Angela Markley

☐

Commissioner Christian Ramirez

☐

Commissioner Mike Kane

☐

Commissioner Jane Philbrook

☐

Tom Groneman, BPU Board Member

☐

I. Call to Order/Roll Call

II. Revisions to July 27, 2020 Agenda

Item No. 3 – 20257...Submission of a revised draft lease agreement with Motorola Solutions, Inc., for in-car and body worn cameras.

III. Approval of standing committee minutes from May 18, 2020.

IV. Committee Agenda

Item No. 1 - GRANT: FY21 VOCA APPLICATION FOR VICTIM SERVICES UNIT

Synopsis: Request to apply for and accept the FY21 VOCA grant in the amount of \$368,771 to fund the Victim Services Unit, submitted by Wendy Medina, Program Supervisor, KCKPD Victim Services. The \$92,191 required match will come from existing Police Dept. funds.

Tracking #: 20255

Item No. 2 - RESOLUTION: DONATION OF A SHERIFF'S OFFICE VAN TO SALVATION ARMY

Synopsis: A resolution authorizing the donation of a 2008 Sheriff's Office transport van to the Salvation Army (valued between \$800 to \$1,500), submitted by Susan Alig, Assistant Counsel.

Tracking #: 20235

Item No. 3 - RESOLUTION: LEASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

Synopsis: A resolution approving a lease purchase transaction with Motorola Solutions, Inc., for in-car and body worn cameras, submitted by Casey Meyer, Assistant Counsel.

Tracking #: 20257

V. Public Agenda

VI. Adjourn

**AGENDA UPDATE
PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MEETING
MONDAY, JULY 27, 2020**

IV. COMMITTEE AGENDA

REVISED AGREEMENT

Item No. 3 – 20257...RESOLUTION: LEASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.

Synopsis: This attached draft lease agreement with Motorola Solutions Inc. for the lease of equipment including in-car camera hardware and body camera hardware has been revised. The total balance to finance the equipment is \$940,601.00 and not \$1,237,112.56 as previously indicated. The final lease agreement will be in substantially the same form.



DRAFT– DO NOT EXECUTE

July 27, 2020

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24898 are valid for contracts that are executed and returned on or before **July 31, 2020**. After **7/31/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

701 N. 7th Street Trafficway _____

Kansas City, KS 66101 _____

Attention: Larry Owens _____

Phone: (913) 573- 6134 _____
 2. Lessee County Location: Wyandotte _____
 3. Federal Tax I.D. Number 48-1194075 _____
 4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
 5. Equipment description that you would like to appear on your invoicing: _____
- Appropriate Contact for Documentation / System Acceptance Follow-up:**
6. Appropriate Contact & Mailing Address Unified Government of Wyandotte County/ Kansas City, Kansas _____

701 N. 7th Street Trafficway _____

Kansas City, KS 66101 _____

E-mail: lowens@kckpd.org _____

Phone: (913) 573-6134 _____

Fax: (913) 573-6159 _____
 7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24898

LESSEE:

**Unified Government of Wyandotte
County/Kansas City, Kansas**
701 N. 7th Street
Kansas City, Kansas 66101

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than twenty (20) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation. The capital cost that would be required to purchase the Equipment if paid for by cash would be \$940,601.00. The amount included in Lease Payments for service, maintenance, insurance and other charges exclusive of capital cost and interest cost is \$-0-. The annual average effective interest of this Lease is 2.69% per annum.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within fifteen (15) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be

accepted by Lessee. If Lessee fails to so respond in such fifteen (15) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the

part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful and customary manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee,

at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice, Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly

provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof and Lessee fails to cure the default within twenty (20) days; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate

possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of the State of Kansas.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds,

Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

*** *SIGNATURE PAGE TO FOLLOW* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2020.

LESSEE:

Unified Government of Wyandotte
County/Kansas City, Kansas

LESSOR:

MOTOROLASOLUTIONS, INC.

DRAFT– DO NOT EXECUTE

By: _____

By: _____

Print Name: Douglas G. Bach

Title: County Administrator

Title: _____

CERTIFICATE OF INCUMBENCY

I, Bridgette Cobbins do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, an entity duly organized and existing under the laws of the **State of Kansas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24898**, between the Unified Government of Wyandotte County/Kansas City, Kansas, and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the Unified Government of Wyandotte County/Kansas City, Kansas, hereto this

_____ day of _____, 2020.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24898 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Misty S. Brown, Deputy Chief Counsel
UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24898
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24898** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and the Unified Government of Wyandotte County/Kansas City, Kansas(" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: KS	

Initial Term: 54 Months Commencement Date: 8/21/2020
First Payment Due Date: 2/1/2022

Four (4) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: Unified Government of Wyandotte County/Kansas City, Kansas

Schedule B (Lease #24898)

\$ 1,529,820.00	Contract Value					
\$ (248,745.00)	less recurring items (Op-X)					
\$1,281,075.00	Solution Capital Cost					
\$ (340,474.00)	less Down Pmt					
\$ 940,601.00	Amt Financed					
Compound Period:		Annual				
Nominal Annual Rate:		0.000%	(Until 2/1/2022)			
Blended, Effective Annual Rate Through Entire Term...1.344%						
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Loan	8/21/2020	940,601.00	1		
2	Payment	2/1/2022	244,595.00	1		
3	Rate Change	2/1/2022	Rate: 2.690 %	Compounding:	Annual	
4	Payment	2/1/2023	244,595.00	3	Annual	2/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	Maintenance / Op-X Related Items
Loan	8/21/2020				940,601.00	
1	2/1/2022	244,595.00	0.00	244,595.00	696,006.00	\$ 82,915.00
Rate	2/1/2022		0.00	0.00	696,006.00	
	2/1/2022	Rate: 2.69%		Compounding:	Annual	
2	2/1/2023	244,595.00	18,723.83	225,871.17	470,134.83	\$ 82,915.00
3	2/1/2024	244,595.00	12,647.49	231,947.51	238,187.32	\$ 82,915.00
4	2/1/2025	244,595.00	6,407.68	238,187.32	0.00	0.00
Grand Totals		978,380.00	37,779.00	940,601.00		\$ 248,745.00
						\$ 1,227,125.00

INITIAL INSURANCE REQUIREMENT: \$940,601.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is \$904,875.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.69%. Such issue price and yield will be stated in the applicable Form 8038-G.

REPLACED W/ LETTER OF SELF-INSURANCE 2489824898 UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS 24898 UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS 248982489824898

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24898)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?

Video/Audio recordings of citizen contacts with law enforcement from both In-Car Cameras and Body Worn Cameras.

- 2.** Why is the equipment essential to the operation of **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS?**

To provide Video/Audio recordings of citizen contacts with law enforcement from both In-Car Cameras and Body Worn Cameras & protecting citizens and Police Officers.

- 3.** Does the equipment replace existing equipment?

This equipment partially replaces existing equipment (In-Car Cameras)

If so, why is the replacement being made?

The current In-Car Camera solution is antiquated.

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: 2020

- What fiscal year(s) is expected to be funded via general revenues: 2022, 2023, 2024 & 2025

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 24898)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

RESOLUTION NO. R-__-__

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND INSTALLING EQUIPMENT RELATED TO IN-CAR AND BODY WORN CAMERAS AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified as attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into a Lease/Purchase Agreement (the “Lease”) with Motorola Solutions, Inc, pursuant to which the Unified Government, as lessee, will lease the equipment, from Motorola Solutions, Inc, as lessor (“Lessor”), on a year-to-year basis with an option to purchase Lessor’s interest in the equipment, a form of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS, AS FOLLOWS:

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease some or all of the Equipment in a maximum principal amount of \$1,529,820.00. The Chief Financial Officer of the Unified Government is hereby authorized to accept the proposal of Motorola Solutions, Inc for the lease transaction.

Section 2. Authorization and Approval of Unified Government Documents. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Lease being conclusive evidence of such approval.

The obligation of the Unified Government to pay Lease Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas
City, Kansas, this July ____, 2020.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

DRAFT

Bank Qualified Statement (Lease# 24898)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24898

Lease Schedule A No. : 24898

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24898. See Schedule A for a detailed Equipment List.

LESSEE:

Unified Government of Wyandotte County/Kansas City,

By: to be completed after delivery

Date: _____

USE NEW IRS 8038-G pdf TEMPLATE

Note: Gilmore Bell to complete & file

DRAFT

**PUBLIC WORKS AND SAFETY
STANDING COMMITTEE MINUTES
Monday, May 18, 2020**

The meeting of the Public Works and Safety Standing Committee was held on Monday, May 18, 2020, at 5:00 p.m., remotely via Zoom. The following members were present: Commissioner Bynum, Chairman; Commissioners Markley, Ramirez, Kane, Philbrook, BPU Board Member Groneman. The following officials were also in attendance: Gordon Criswell, Melissa Sieben and Emerick Cross, Assistant County Administrators; Kevin Bibbs, IT Director; Misty Brown, Deputy Chief Counsel; Alley Porter, Commission Liaison; Acting Deputy Chief Rance Quinn, KCKPD; Assistant Chief Steve Haulmark, KCKPD; Bridgette Cobbins, UG Clerk; and Fire Chief Michael Callahan.

Chairman Bynum said we are coming to you live from quarantine. We are going to host tonight the Public Works and Safety Standing Committee and it will be followed by Administration & Human Services. Before I call the meeting to order, do you want to announce that due to COVID-19, the committee members, the staff and the public are attending remotely via Zoom. Any participants joined by phone should mute their phones when not speaking to avoid background noise.

During the meeting make sure you announce yourself by name and title when you speak so the public who's observing the meeting knows who is speaking. This is critical given the number of remote participants that we have and it is our current items from the Kansas Attorney General. Due to our COVID-19 requirements, public comment has been suspended unless otherwise required by law. The public has been allowed to submit comments by email prior to the meeting and those will be included in this record of the meeting; however, for this evening two meetings we have received no email public comments.

Chairman Bynum called the meeting to order. Roll call was taken and all members were present as shown above.

Chairman Bynum said there are no revisions on tonight's agenda.

Approval of standing committee minutes from February 24 and March 23, 2020. **On motion of Commissioner Kane, seconded by Commissioner Philbrook, the minutes were approved.** Motion carried unanimously.

Committee Agenda:

Item No. 1 – 20151...RESOLUTION: INTERLOCAL AGREEMENT WITH CITY OF WESTWOOD FOR 47TH AVENUE IMPROVEMENTS, RAINBOW BOULEVARD TO MISSION ROAD

Synopsis: A resolution approving an interlocal agreement between the Unified Government and the City of Westwood, KS, for the improvement of 47th Avenue, Rainbow Boulevard to Mission Road, submitted by Jeff Fisher, Director of Public Works; and Troy Shaw, County Engineer.

Troy Shaw, County Engineer, said what we're looking at here is the interlocal agreement, as you mentioned, with the City of Westwood for improvements on 47th St., between Rainbow Blvd. and Mission. The City of Westwood has submitted and applied, or have received a grant for around a little over a million dollars in funding to make complete street improvements to 47th St. and 47th St. is basically split right down the middle; half of its UG owned and half of it's owned by Westwood in that section of the road. This agreement is basically a partner on the remaining share of the expenses related to that, you turn that into a Complete Street project.

The overall estimate currently is a little under \$1.5M. Like I said except the grant is a little over a million, so between the two of us we're looking at an additional, roughly \$500,000 split. However, it may be a little more than that just as we know we would probably program somewhere between 250 and 450 just because we know expenses get a little more when you start working on KDOT projects as we've seen in the past. This is just to have a resolution to enter into that agreement with KDOT and the city of Westwood.

Chairman Bynum asked so the grant was applied for through the city of Westwood. **Mr. Shaw** said correct. **Chairman Bynum** asked does that cover our financial cost, or is our part not covered by a grant. **Mr. Shaw** said the grant is for the road project on 47th St. so it's the whole road, from Rainbow to Mission. It doesn't matter if it's in UG or Westwood for the grant money. It's all there, so \$1.047M I think is the actual total amount of the grant and it's an 80/20 match so then

the 20% remainder needs to be paid for by the city of Westwood and a split between the city of Westwood and UG is the way we're looking at it because we own half that road. We will look at the new improvements to that road as well as maintenance items as far as curbs and pavements as well during this.

Commissioner Philbrook asked so Troy that means basically we're just paying 10% of it. **Mr. Shaw** said roughly, yes, correct. **Commissioner Philbrook** asked approximately that. **Mr. Shaw** said approximately yes, we will pay whatever the difference over that \$1.047M that is the grant, but we'll split that with Westwood because we own half the road and they own half the road. **Commissioner Philbrook** said okay.

Action: **Commissioner Philbrook made a motion, seconded by Commissioner Markley, to approve.** Roll call was taken on the motion and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 2 – 20147...GRANT: FY2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

Synopsis: Request approval to apply for and accept the FY2020 Coronavirus Emergency Supplemental Funding grant in the amount of \$318,256, submitted by Assistant Chief Steve Haulmark, KCKPD. Funds will be used by the Police Department and Sheriff's Office to purchase items for use when mitigating incidents or serving individuals in incidents directly related to Coronavirus exposure. No match required.

Steve Haulmark, Assistant Chief Kansas City Kansas Police Department, said we are seeking approval, along with the Sheriff's Office, to apply for and accept the federal Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Grant through the Bureau of Justice Assistance. This particular grant is similar to our Edward Byrne JAG Awards and that the funding is based on a formula and actually we're eligible for this grant because we're a routine Edward Byrne JAG

award recipient. For this particular grant we've been allocated \$318,256 to spend on Coronavirus preparedness, response and prevention.

The Police Department along with the Sheriff's Office have put together a proposed budget that incorporates several items to meet these spending requirements, primarily personal protective equipment such as gloves, masks, gowns, sanitation products and etc. Once awarded, we will have until January 20, 2022 to spend down the grant funds. This grant is 100% federally funded with no match requirement from the UG.

Chairman Bynum said that sounds great, thank you so much for that.

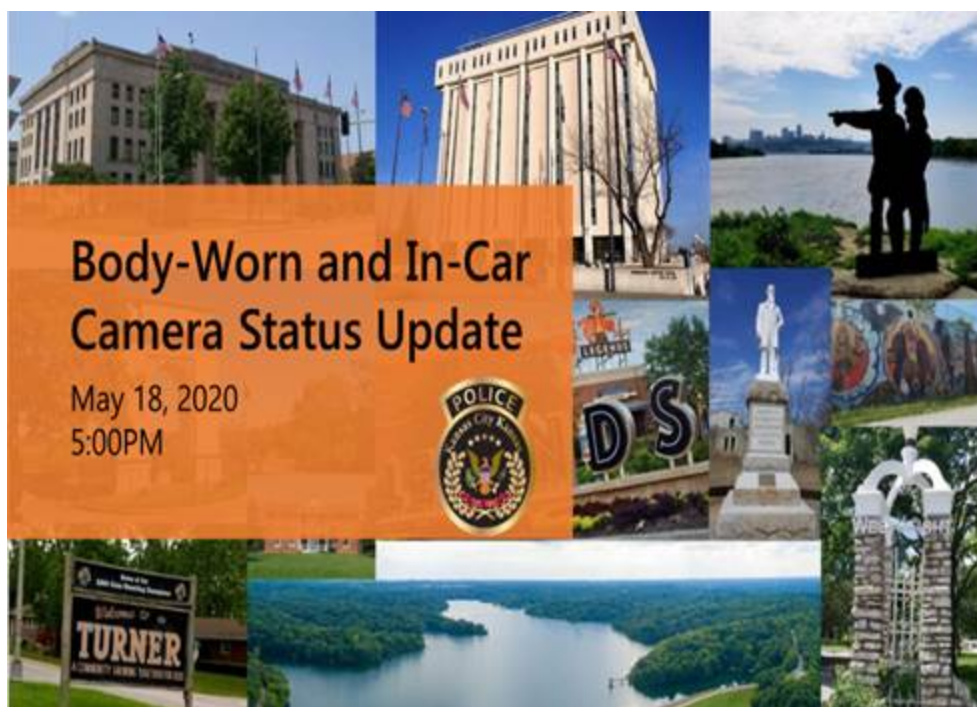
Commissioner Philbrook said I want to thank you guys for coming forward to request those funds and did I hear you say we're open for this because we have been receiving grants from the same entities in the past and I guess that supposed to infer that we did a good job. **Assistant Chief Haulmark** said yes, Commissioner, that is correct. We have received the JAG Grant, Edward Byrne JAG Grant for several years now and we partner with the Sherriff's Department for that as well. **Commissioner Philbrook** said great, okay thank you, Steve, I appreciate that.

Action: **Commissioner Kane made a motion, seconded by Commissioner Ramirez, to approve.** Roll call was taken on the motion and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Item No. 3 – 2055... UPDATE: BODY CAMERA PROJECT

Synopsis: Update on the implementation of body cameras for the Kansas City Kansas Police Department, submitted by Interim Chief of Police Michael York.

Acting Deputy Chief Rance Quinn, KCKPD, said I appreciate the opportunity for us to kind of give an update on our body-worn Camera project here. Rocki has kind of guided me how I'm going to share my screen here to start this PowerPoint so if you can give me just a second. Can everybody see that? **Chairman Bynum** said yes, I can, yes, I see heads nodding.



Acting Deputy Chief Quinn said the Body-Worn Camera project, let me just kind of give you a brief history as to what the project is for, why we're doing it and the current status and the future steps for that. The project is to outfit our marked patrol units so the cars that you see driving around every day out on our streets with in-car cameras, those cameras then will sync with the body-worn cameras worn by our officers. Each of our officers who work in our operations assignments within the department as well as our animal service officers and some of our special units will all receive their own personal body-worn camera. The newly acquired cameras will replace an aging fleet that we currently have in our cars that some of those are 10 to 15 years old and many of them are on shoe strings and duct tape to make those work, if we can get those to work. It's an important tool that we use in our cars now, we just don't have the body-worn cameras and they would record any enforcement contact with the citizens of our community.

WHY?

- ⇒ Improve officer safety
- ⇒ Enhance public trust
- ⇒ Strengthen evidence of crime scenes and investigations
- ⇒ Increase officer accountability
- ⇒ Improve officer training
- ⇒ Reduce liability



Why are we doing this? What it does, studies have shown across the country body-worn cameras improve officer safety, it allows us to kind of like use videos that we see for training purposes and mistakes we may have made. It enhances public trust so that the trust, the community can see that we're doing business the correct way and we're able to kind of like squash any kind of incidents that come about by having the body-worn camera footage for us. It strengthens evidence of crime scenes and investigations so that the camera may actually capture some evidence or information that we may not have realized was on that scene and those videos can then be used in courts and it increases our officer accountability. It keeps our officers doing the right thing when they are on camera. Again, studies have shown that they act, not that they normally acting inappropriately, but they act more so appropriately. It improves officer training, again, by being able to see the mistakes they made and it reduces liability to our organization.

CURRENT STATUS

- ⇒ We completed the BWC Pilot of two vendors.
 - ⇒ The preferred vendor was selected
- ⇒ Currently, we are in contract negotiations.
 - ⇒ Wrap up contract negotiations within 30 days
- ⇒ The Covid 19 situation has slowed this process but it is still moving forward.



Our current status is we've completed the body-worn camera pilot of two different vendors. Due to the fact we're in an open forum here, I've been told to stay away from naming those two vendors but our preferred vendor was selected. We're currently in contract negotiations with them and we hope to wrap up that contract negotiations within the next 30 days. The COVID-19 situation obviously has slowed the process a little bit because that company, as well as us, you know we're kind of working remotely and kind of, has definitely slowed the process down; however, we're continuing to move just a little bit slower than we were.



Our future steps here, is we're going to complete these negotiations and award the contract and implement a kickoff of our body-worn camera, in-car camera process, and create a timeline from that. Working with the vendor obtaining the equipment obviously, and then get the infrastructure working, you know, how do we get data back from our stations back to our servers that house that data. We've got a lot of infrastructure already in place, but until we get the actual equipment across our entire organization, you know, there's little kinks that we would have to work out.

The way we're going to roll that out, is where looking to train our officers in-house. Probably most likely like a train the trainer type situation where we take our police training officers and selected individuals who may be a little bit more techno savvy than some of the other people and train them how to use these cameras. They will then help train our officers and we'll do one

station at a time so most likely that station may be either midtown or east patrol because they piloted these cameras with us in the past and so it would be easiest to get them spun up. We'll work on that for two to three weeks, work out any types of kinks, allow those officers to tell us the good and the bad, then we'll roll to the next station. The entire thing you are getting across all four states may take a couple of months to get it all up and running, but that's to be expected in a project as big as this.

As we're launching that to a particular system, we want to educate our community, how we're going to go about doing that. We're going to sit down with our District Courts and Municipal Courts. Show them the goods and the bads of body-worn camera footage and in car camera footage and kind of show them how to receive the videos, how they are going to get them from us when we have evidence to send them. Ideally, we would love to send a link to them and they would just download from that link and so we're not burning DVDs like we have been in the past and that just a labor-intensive project.

After that, or during that, we're going to do press releases to our community. Again, educating kind of the good and the bad, what to expect from body-worn camera footage. You know it's not the see all, be all kind of thing. There's going to be things that cameras miss, there's going to be stuff that they may see that the officers didn't see so we have to educate our community when it comes to those sorts of things. Then community presentations to our community policing groups, and any other entity within our community that needs to kind of understand how these cameras are going to work. With that, I'll end my presentation here and I'll take any questions.

Commissioner Philbrook asked how many units is that, Rance. Do you know. **Acting Deputy Chief Quinn** said yes ma'am, in-car cameras, it's about 101 in-car cameras that would outfit the majority of our cars that we have in service and the last request it was about 303 body-worn cameras. **Commissioner Philbrook** asked what did that mean, I'm sorry Rance, I didn't understand the response. Are you telling me that we've gotten a third now of what we're requesting or you're saying we've gotten some in the past, what are you saying? **Acting Deputy Chief Quinn** said body-worn cameras, not everybody in the department is going to be issued a camera, so people like myself who don't work the streets, sitting in the office all day, there's no need to spend that money. Just the officers who work in our patrol units, if you will, our specialized units, traffic enforcement; those individuals would be the ones that are issued those.

We'll have some that we identify for training and then our animal service officers that deal with very delicate situations from time to time, so that total will be about 303 body-worn cameras and about 30 of those are spares. So, if one breaks down, we have another one to put in place of the one that broke down. **Commissioner Philbrook** said okay. **Mr. Quinn** said then the 101 cameras outfit all of our patrol cars that are working in our operations or our patrol units as well as our spare cars. Again, our special enforcement units, traffic support unit, those sorts of things. **Commissioner Philbrook** said we thank you, Rance, thank you for letting me know so I'll make sure that I behave like a good commissioner. **Acting Deputy Chief Quinn** said yes ma'am. **Commissioner Philbrook** said thank you.

Commissioner Bynum said I do have a question and a comment. I know we've been working on the body-worn cameras since 2015 and I'm glad that we are close to implementation. One question I've had during that whole time is for that citizen who might be wanting to have a communication that's private or confidential with their officer, for example, at a community meeting where they're trying to share some sort of information for that officer to be aware of about crime and whatnot. I'm concerned about that. My question really is, if you have developed your protocols and standard operating procedures yet for wearing the cameras and is there an allowance for that citizen who wants to have a private communication? **Acting Deputy Chief Quinn** said yes, so the cameras, we have draft policy that has been reviewed by our body-worn camera grant entity. They feel that we fall in line with all of the other policies across the country and it's typical that the officer would use them for enforcement type of encounters meaning: I stop somebody at a traffic stop or I do a pedestrian check, I have to arrest someone, that sort of thing, so they would be on on those situations and capture those incidents. However, just you know talking to somebody, receiving information and stuff like that, it's left to the officers discretion to weather they turn on the camera or turn off the camera, but however all enforcement we want to be caught with the cameras.

Chairman Bynum said with regard to the education piece and sharing this information with the community, I know that during our COVID-19 experience here, our Mayor has had good success meeting regularly with the faith community and also a second group of folks that work in the social service arena and you might be able to reach out to the Mayor's Office for those contacts and perhaps do some community education through both of those channels as well. I would think those

would be two additional good ways to help share the information, so just a suggestion on that. **Acting Deputy Chief Quinn** said very good.

Action: For information only.

Item No. 4 – 20152... GRANT: SAFER GRANT FOR FIRE DEPARTMENT

Synopsis: Request to submit an application to FEMA for a Staffing for Adequate Fire and Emergency Response (SAFER) grant, submitted by Fire Chief Michael Callahan. The department will be requesting 18 additional firefighters to assist in being compliant with NFPA 1710 and OSHA regulations. The Federal match for the first two years will be 75% and the third year will

be 35%.

Fire Chief Michael Callahan, KCK Fire Department, said Rocki is going to help be but yes, I am going to show a presentation. Some of this information you've already seen but there has been some updates so I'll go through it one more time. The SAFER Grant Application, which is staffing for adequate fire and emergency response, the department is proposing hiring 18 additional fire fighters. Typically, the SAFER Grant, if awarded, would reduce our initial fiscal expenditures for the 18 firefighters in the first three years by 75%, 75%, and 35% respectively. You can see there the cost to the UG each year, year one and year two are above \$259,000 and year three is about \$673,000, although the savings that would be garnered would be about \$1.9M. However, actually some good COVID news for a change, if we go to that next slide.

COVID-19 IMPLICATIONS

- Due to the COVID-19 Pandemic, FEMA has waived **ALL** local match requirements for SAFER Grant hires.
- This anticipates, the SAFER Grant, if awarded, would reduce our initial fiscal expenditures for the 18 firefighters in the first three (3) years by:
- Year 1 UG cost = \$1,035,146.40
- Year 2 UG cost = \$1,035,146.40
- Year 3 UG cost = \$1,035,146.40
- **Total 3 year Initial Cost Savings = \$3,105,439.20**

So, because of the COVID-19 implications, FEMA has waived all, back one Rocki, please. FEMA has waived all local match requirements for SAFER Grant hires so this anticipates that the SAFER Grant, if awarded, would reduce our initial fiscal expenditures for those same 18 firefighters in the first three years by about \$1.035M over the three-year period for a total three-year cost savings of \$3.1M.

NEW HIRE UTILIZATION

- These firefighters would be utilized to convert six (6) of our current 3 Firefighter pumpers, into 4 Firefighter pumpers
- This would allow the Department to conform with the NFPA 1710 Standard for the arrival of a Fire Company within 4 minutes, as well as the contemporaneous standard to place 4 Firefighters on the scene within 4 minutes
- This would also comply with the OSHA regulation of 2 in/2 out at a fire scene
- The expectation would also be an organic attenuation of certain overtime costs.

Those new hires, if approved, these firefighters would be utilized to convert six of our current three firefighters pumpers into four firefighter pumpers. That would allow the department to conform with the NFPA 1710 Standard for the arrival of a fire company within four minutes as well as the contemporaneous standard to place four firefighters on that same scene within four minutes. This would also enable us to comply with the OSHA regulation of two in and two out at a fire scene. The expectation would also be an organic attenuation of certain overtime cost by these hires. That's all I have for this presentation; I'm open for questions.

Chairman Bynum said I have two questions Chief. When we say year one of a three-year grant, what year would that be, 2021. **Chief Callahan** said it would be the first year that we hire those firefighters using the grant funds. **Chairman Bynum** asked whatever year that is. **Chief Callahan** said correct, it would probably be, as you said, 2021 to get everybody processed and hired, it would take us into 2021, but yes that is correct. **Chairman Bynum** asked, if I understand the good news from FEMA, basically three years on their dime with no match from us so totally covering the cost of the 18 firefighters for three years. **Chief Callahan** said that is correct. **Chairman Bynum** asked and the cost three years after for 18 firefighters based on today's figures, do we know what that is. **Chief Callahan** said yes, it would be about \$1.035M a year. **Chairman Bynum** asked \$1.3M. **Chief Callahan** said no not \$1.3M, \$1.035M. **Chairman Bynum** asked oh okay, \$1M basically. **Chief Callahan** said correct. **Chairman Bynum** asked okay, so a million in new cost beginning in year four. **Chief Callahan** said that is correct. **Chairman Bynum** said okay thank you.

Commissioner Philbrook said quick question, does that include—those moneys, does that include not only their salaries but their health care, that sort of thing? **Chief Callahan** said yes, that's salary and benefit package. **Commissioner Philbrook** said okay, I just wanted to make sure. **Chief Callahan** said I understand. **Commissioner Philbrook** said thank you.

Commissioner Kane said first of all that's great news, we appreciate it. My question is, how many fire personnel are we still going to be down after we hire these 18? **Chief Callahan** said down in terms—none, zero. **Commissioner Kane** asked we'll be up to full staff when we hire these 18. **Chief Callahan** said we'll be above full; we'll have to create new pin numbers to hire these 18. **Commissioner Kane** said okay.

Action: **Commissioner Ramirez made a motion, seconded by Commissioner Philbrook to approve.** Roll call was taken on the motion and there were six "Ayes," Groneman, Philbrook, Kane, Ramirez, Markley, Bynum.

Adjourn:

Chairman Bynum adjourned the meeting at 5:29 p.m.

mbb



Staff Request for Commission Action

Tracking No. 20255

Full Commission Meeting Date: 8/13/20

Committee: Public Works & Safety

Date of Standing Committee Action: 7/27/20

(If none, please explain):

Publication Required: No

Date:	Contact Name:	Contact Phone:	Contact Email:	Department/Division:
7/13/2020	Wendy Medina	x6029	wmedina@kckpd.org	Police Department

Item Description:

I am requesting permission to submit an application to VOCA for Fiscal Year 2021. VOCA has funded the Victim Services Unit since its inception in 1999. The current VOCA grant (FY 2020) has provided \$369,564 in federal funds with KCKPD contributing \$92,391 in match funds. For the 2021 fiscal year, the proposed budget requests \$368,771 in federal funds with a required \$92,191 in Match funds to be contributed by the KCKPD.

In 2021, the unit expects to be fully staffed with one Program Supervisor, two Response Advocates, two Order of Protection Advocates, and one Administrative Assistant. VSU is dedicated to serving victims of domestic violence, sexual assault, child abuse, under-served violence crimes such as homicides, and under-served non-violence crimes such as property crimes.

In summary, we are requesting essentially the same federal funding level as last years' – minus \$993, and utilizing existing Match, resulting in no additional funds from the Police Department than already committed.

Action Requested:

Approve

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

VOCA FY 21 Budget Narrative

FY 2020 PROGRAM BUDGET – INCOME

SOURCE	AMOUNT	STATUS	DATE
Unified Government of WyCo/KCK – Cash	\$49,564	Committed	09/05/2019
Unified Government of WyCo/KCK – In-kind	\$42,827	Committed	09/05/2019
VOCA-GOV	\$369,564	Received	12/23/2019
TOTAL	\$461,955		

FY 2021 PROGRAM BUDGET – INCOME

SOURCE	AMOUNT	STATUS	DATE
Unified Government of WyCo/KCK – Cash	\$48,718	Committed	09/05/2019
Unified Government of WyCo/KCK – In-kind	\$43,473	Committed	09/05/2019
VOCA-GOV	\$368,771	Requested	
TOTAL	\$460,962		

PERCENT OF TIME DEDICATED BY PRIORITY AREA

Sexual Assault: 10%

Domestic Violence: 45%

Child Abuse: 10%

Underserved Violent: 30%

Underserved Non-Violent: 5%

Medina (75% VOCA): SA = 20%, DV = 15%, CA = 10%, US = 55%

Cantu (90% VOCA): SA = 10%, DV = 20%, CA = 10%, US = 60%

Banks (90% VOCA): SA = 10%, DV = 40%, CA = 10%, US = 40%

Reyes (100% VOCA): SA = 10%, DV = 70%, CA = 10%, US = 10%

Arcano (100% VOCA): SA = 10%, DV = 70%, CA = 10%, US = 10%

Hatchett (VOCA Match Hours): SA = 10%, DV = 10%, CA = 10%, US = 70%

KU Volunteers: SA = 10%, DV = 70%, CA = 10%, USV = 10%, USNV = 0%

JCCC/KCKCC/Sisters of Charity Volunteer: SA = 10%, DV = 45%, CA = 10%, USV = 10%, USNV = 5%

BUDGET NARRATIVE EXPENSES – VOCA FY 2020

Line Item	Description	Location	Computation	Request
FEDERAL PERSONNEL				
Program Supervisor (E)	Medina 75% VOCA Salary 10/1/19 to 9/30/20		\$5,701/mo x 3 mos x 75% \$5,930/mo x 9 mos x 75%	\$52,855
	Health Insurance Waiver		\$150 x 12 mos x 75%	\$1,350
Response Advocate 1 (E)	Cantu 75% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos x 75% \$4,317/mo x 9 mos x 75%	\$38,478
Response Advocate 2 (E)	Banks 75% VOCA Salary 10/1/19 to 9/30/20		\$3,780/mo x 3 mos x 75% \$4,317/mo x 9 mos x 75%	\$37,645
PFA Advocate 1 (E)	Reyes 100% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos \$4,317/mo x 9 mos	\$51,303
PFA Advocate 2 (E)	Arcano 100% VOCA Salary 10/1/19 to 9/30/20		\$4,150/mo x 3 mos \$4,317/mo x 9 mos	\$51,303
			TOTAL FEDERAL PERSONNEL	\$232,934
Match Personnel	(Police Services Budget) Volunteers In-Kind Match			
Response Advocate 1 (E)	Cantu 10/1/19 to 9/30/20 20% VOCA Match Salary		\$4,150/mo x 3 mos x 20% \$4,317/mo x 9 mos x 20%	\$10,261
Response Advocate 2 (E)	Banks 10/1/19 to 9/30/20 20% VOCA Match Salary		\$3,780/mo x 3 mos x 20% \$4,317/mo x 9 mos x 20%	\$10,039
Program Aide (E)	Hatchett 10/1/19 to 9/30/20 100% VOCA Match Salary		\$1,181/mo x 3 mos \$1,229/mo x 9 mos	\$14,604
KU Social Work MSW Volunteer/Intern In-Kind Match	TBD 10/1/20 to 4/19/21 & 8/19/21 to 9/30/21		(\$23.94/hr x 15 hrs/wk x 13 wks) + (\$24.43/hr x 15 hrs/wk x 20 wks) = \$11,761 + Benefits: (\$11,761 x 7.65% = \$900) + (\$11,761 x .10% = \$12) + (\$11,761 x 8.89% = \$1045) + health insurance waiver (\$1,200 x 37.5% (15 hrs/wk) = \$450) = \$2,407. \$11,761 + \$2,407 = \$14,168 x 3 Interns	\$42,504
Other Volunteers KCKCC/JCCC Students; & Sisters of Charity Volunteer In-Kind Match	TBD 10/1/20 to 9/30/21 3 volunteers		\$15/hr x 20 hrs = \$300 Benefits: (\$300 x 7.65% = \$22.95) + (\$300 x .10% = \$.3) = \$323 x 3 volunteers	\$969
			Total Match Personnel	\$78,377
			TOTAL PERSONNEL	\$311,311
FEDERAL FRINGE BENEFITS				
FICA 1 & 2	Medina		\$52,855 x 7.65%	\$4,043
	Cantu		\$38,478 x 7.65%	\$2,944
	Banks		\$37,645 x 7.65%	\$2,880
	Reyes		\$51,303 x 7.65%	\$3,925
	Arcano		\$51,303 x 7.65%	\$3,925
Unemployment	Medina		\$52,855 x .10%	\$53
	Cantu		\$38,487 x .10%	\$38
	Banks		\$37,645 x .10%	\$38
	Reyes		\$51,303 x .10%	\$51
	Arcano		\$51,303 x .10%	\$51

KPERS	Medina		\$52,855 x 8.89%	\$4,699
	Cantu		\$38,478 x 8.89%	\$3,421
	Banks		\$37,645 x 8.89%	\$3,347
	Reyes		\$51,303 x 8.89%	\$4,561
	Arcano		\$51,303 x 8.89%	\$4,561
Health Insurance: Medical, Dental, Vision & \$3/mo for Standard Life Insurance				
	Cantu: Single Traditional Health; Family Dental & Vision		\$818/mo x 75% x 12 mos	\$7,362
	Banks: Single Traditional		\$773/mo x 75% x 12 mos	\$6,957
	Reyes: Family HSA		\$1,640 x 12 mos	\$19,680
	Arcano: Family HSA		\$1,640 x 12 mos	\$19,680
			TOTAL FEDERAL FRINGE	\$92,216
Match Fringe Benefits				
FICA 1 & 2	Cantu		\$10,261 x 7.65%	\$785
	Banks		\$10,039 x 7.65%	\$769
	Hatchett		\$14,604 x 7.65%	\$1,117
Unemployment	Cantu		\$10,261 x .10%	\$10
	Banks		\$10,039 x .10%	\$10
	Hatchett		\$14,604 x .10%	\$14
KPERS	Cantu		\$10,261 x 8.89%	\$912
	Banks		\$10,039 x 8.89%	\$892
Health Insurance	Banks		\$773/mo x 20% x 12 mos =	\$1,855
	Cantu		\$818/mo x 20% x 12 mos =	\$1,963
			Total Match Fringe	\$8,327
			TOTAL FRINGE	\$100,543
FEDERAL TRAVEL & TRAINING				
Local Conferences/Workshops	2020 Kansas Crime Victims' Rights Conference x 3 staff (USV)	Wichita, KS	Registration with pre-conference \$175 + hotel \$330 (\$110/night x 3 nights) (\$61 x 4 days, first and last at 75% -\$45 for lunch x 3 days) = \$168.5 = \$674 x 3 staff = \$2,022 for 1 vehicle \$232 (400 miles roundtrip x \$.58/mile) = \$2,254	\$2,254
	KAVA – Response Advocate 2, PFA Advocates 1 & 2 (USV)	Wichita, KS May, July, Sept 2021	Registration \$225 + hotel \$550 (\$110/night x 5 nights) + meals \$335.5 (\$61 x 6 days, first and last at 75%) + mileage \$232 (400 miles roundtrip x \$.58/mile) x 3 Staff (attend at different times)	\$4,068
Advanced Conferences – 1 per staff member	Conference on Crimes Against Women (DV)	Dallas, TX	Registration \$500 + airfare & transportation \$400 + hotel \$700 (\$175/night x 4) + meals \$288 (\$64 x 5 days, first and last 75%)	\$1,888
	Crimes Against Children Conference (CA)	Dallas, TX	Registration \$500 + airfare & transportation \$400 + hotel \$640 (\$160/night x 4) + meals \$288	\$1,828

			(\$64 x 5 days, first and last 75%)	
	NOVA – National Organization for Victim Assistance Conference (USV)	Orlando, FL	Registration \$470 + airfare & transportation \$450 + hotel \$600 (\$120/night x 5) + meals \$308 (\$56 x 6 days, first and last 75%)	\$1,828
	National Sexual Assault Conference (SA)	Anaheim, CA	Registration \$400 + airfare & transportation \$450 + hotel (\$840 (\$210/night x 4) + meals \$275 (\$61 x 5 days, first and last 75%))	\$1,965
			TOTAL FEDERAL TRAVEL & TRAINING	\$13,831
FEDERAL SUPPLIES & COMMUNICATION				
Printing	English and Spanish Resource Cards & Brochures		(1,000 cards at \$210 x 15) + (1,000 brochures at \$205 x 15)	\$6,225
Office Supplies - HQ	Paper, pens, pencils, ink, etc.		\$250/mo x 75% x 12 mos	\$2,250
Office Supplies – PFA Office	Paper, pens, pencils, ink, etc.		\$200/ mo x 12	\$2,400
R/Client Software	Tech Support		\$900/yr x 75%	\$675
			TOTAL FEDERAL SUPPLIES & COMMUNICATION	\$11,550
Match Supplies & Communication				
R/Client Software	Tech Support		\$900/year x 25%	\$225
Office Supplies – HQ	Paper, pens, pencils, ink, etc.		\$250/mo x 25% 12 mos	\$750
Postage	Letters to Victims		752/mo x 12 mos x \$.50/letter	\$4,512
			Total Match Supplies	\$5,487
			TOTAL SUPPLIES & COMMUNICATION	\$17,037
FEDERAL CONTRACT				
Network Cards	For VSU Laptops		\$40/mo (PFA) x 2 laptops + \$40/mo x 3 laptops x 75% \$100/mo x 12 mos	\$2,040
			TOTAL FEDERAL CONTRACT	\$2,040
FEDERAL OTHER COSTS				
Direct Assistance to Victims	Emergency Transportation – single ride bus passes & taxi vouchers to Sunflower House		\$1.50/pass x 2,000 = \$3,000 \$50/taxi ride x 4/month x 12 mos = \$2,400	\$5,400
	Crisis Intervention Supplies		\$100/mo x 12 mos (\$20 kleenex, \$15 water, \$15 blankets, \$20 clothing, \$20 single meals, \$10 feminine hygiene or diapers)	\$1,200
Emergency Safety and Shelter	Broken Door & Window Repair or Hotel Vouchers		\$600/emergency x 12	\$7,200
	Lock Replacement		\$150/emergency x 16	\$2,400
			TOTAL FEDERAL OTHER COSTS	\$16,200
			TOTAL FEDERAL	368,771
			Total Match	92,191
			TOTAL VOCA REQUEST	460,962



Staff Request for Commission Action

Tracking No. 20235

Full Commission Meeting Date: 8/13/20

Committee: Public Works & Safety

Date of Standing Committee Action: 7/26/20

(If none, please explain):

Publication Required: No

<u>Date:</u> 6/25/2020	<u>Contact Name:</u> Susan Alig	<u>Contact Phone:</u> x5085	<u>Contact Email:</u> salig@wycokck.org	<u>Department/Division:</u> Legal
<u>Item Description:</u> Request approval to donate a 2008 Sheriff's Office transport van to the Salvation Army. The van is worth \$800 to \$1,500, submitted by Susan Alig, Assistant Counsel.				
<u>Action Requested:</u> To adopt the resolution and approve the authorization of the donation.				
<u>Budget Impact: (if applicable)</u> Amount: Source: Included In Budget: Other (explain):				
<u>Attachments List:</u> Resolution donating van, Donation Agreement with Salvation Army, A10518 Sherriff Transport Van_Revised (002)				

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE LOANING AND DONATION OF
EQUIPMENT FROM THE WYANDOTTE COUNTY SHERIFF'S OFFICE TO
THE KANSAS CITY, KANSAS SALVATION ARMY**

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas is the present owner of a 2008 Ford E250 Van (VIN 1FTNS24L88DA95542) (hereinafter "the Van") which is currently in the possession of the Wyandotte County Sheriff's Office and the Unified Government Fleet Center; and

WHEREAS, the Van has exceeded its useful life for the Sheriff's Office; and

WHEREAS, the Van is a discontinued model for which parts are becoming increasingly difficult to find and its resale value is limited by its poor condition, modifications for purposes of prisoner transport, age of 12 years, and high mileage of 137,535 miles; and

WHEREAS, the Van likely has a value of \$800.00 to \$1,500.00 if sold at auction; and

WHEREAS, the Van is still usable and the Kansas City, Kansas Salvation Army, a non-profit community organization, has a need for it; and

WHEREAS, the Unified Government wishes to donate the Van to the Kansas City, Kansas Salvation Army, under K.S.A. 19-101, and in recognition of the public purpose such donation will serve.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS:**

- 1. Donation of E250 Van (VIN 1FTNS24L88DA95542).** That the Unified Government does hereby authorize the Wyandotte County Sheriff's Office and the County Administrator's Office to establish a procedure for the donation of one Van on behalf of the Unified Government, and that the Wyandotte County Sheriff and the County Administrator are hereby authorized to enter into agreements and take any action required and necessary to implement and satisfy the intent of this resolution.
- 2. Effective Date.** This Resolution shall take effect and be in full force immediately after its adoption by the Governing Body of the Unified Government.

**ADOPTED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED
GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS,
THIS ____ OF _____, 2020.**

ATTEST:

Unified Government Clerk

Equipment Donation and Waiver of Liability Agreement

THIS EQUIPMENT DONATION AND WAIVER OF LIABILITY AGREEMENT (the "Agreement") is entered into between the Unified Government of Wyandotte County/Kansas City, Kansas ("Owner") and the Salvation Army of Kansas City, Kansas ("Donee")(collectively "the Parties");

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas ("Owner") desires to donate a 2008 Ford Motor Co. Extended $\frac{3}{4}$ Ton Van VIN 1FTNS24L88DA95542 ("Van"), to the Salvation Army of Kansas City, Kansas ("Donee");

WHEREAS, the Unified Government Board of Commissioners authorized such action through the approval of R-____-20.

SUBJECT, HOWEVER, to the following conditions and restrictions:

1. Donee assumes all liability for use, operation and maintenance of the Van and agrees to hold harmless and indemnify Owner for any and all claims, costs, judgments, actions, debts, liability costs, attorney's fees or any other request for monies or any type of relief arising from or incident to the use, operation, transfer, donation, use processing, disposition, or any subsequent operation performed upon, exposure to or contact with any component, part, constituent or ingredient of the item, material or substance, whether intentional or accidental, of the donated Van.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto, their successors and assigns, their personal representatives, any trustees, conservators, or guardians that have been appointed or that might in the future be appointed for or on behalf of the Parties hereto or their assets.
3. This Agreement shall be construed pursuant to the laws of the State of Kansas.
4. The Parties declare and represent that no promise, inducement, or agreement not expressed in this waiver has been made or offered to them and that this agreement is not executed in reliance upon any statement or representation made by Owner or any other person or entity except as specifically set out herein. The Parties understand and agree that this instrument contains the entire agreement between the Parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. This Agreement may be modified or amended only by the written agreement of the Parties hereto.

IN WITNESS AND AGREEMENT WHEREOF, the Parties hereby execute this Agreement.

UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

By: _____
Douglas G. Bach

Title: County Administrator

Date: _____

THE SALVATION ARMY OF KANSAS CITY, KANSAS

By: _____

Title: _____

Date: _____



PUBLIC WORKS FLEET SERVICES

FLEET COMPLEX

5033 STATE AVENUE KANSAS CITY, KS 66102

(913) 573-8371

****Memorandum****

TO

Donald Ash, Sheriff
Jane Wilson, Sheriff Dept.
Bob Gunja, Sheriff Dept.
Susan Alig, Assistant Counsel, Legal Dept.

FROM

Jeff Miles, Fleet Manager

DATE

6-22-2020

RE

Unit #10518 Transport Van

ATTACHMENTS

N/A

Unit #10518 details: 2008 Ford Motor Co. Extended $\frac{3}{4}$ Ton Van
VIN 1FTNS24L88DA95542
Miles: 137535
V8 Gas Engine
Original Purchase Price by UG: \$20,835.00
YTD Maintenance Cost: \$26,201.83
The E250 model van is discontinued and is 12 years old.

Condition: Rough, both rear quarter panels are rotted. Tires are at 50%. Needs complete tune-up, brakes, rotors, minor repairs to seats, doors hinges, etc. Finding parts for this van will become harder and harder to find because of the model being discontinued and year.

Repurpose Challenges: The van was used through its life for prisoner transportation. It has an aftermarket self-contained cage in the rear that has transported thousands of criminals/inmates. It is bolted down to the floor of the van and we can see severe corrosion around fasteners, under the cage on the floorboard from body fluids, cleaning, etc. over the years. Removing this cage (see photo) would be a very time-consuming process and would have to pay to get it sanitized by a vendor we use before it would be able to be repurposed.

Liquidation Options: Leaving the cage inside the back of the van and auctioning it off would drastically reduce the potential market for this van. I know of no law enforcement agencies wanting to buy a used transport van with 137,535 miles on it. If we choose to remove the cage and auction the vehicle off it would expand the potential market but we would have 40+ hours of labor to remove it and the cost of sanitizing. It would cost us more to prepare it for sale than to have the Sheriff's department liquidate on their own.

The unit is too old to trade it towards a future purchase from a new vehicle distributor.

Anticipated Auction Price: There were no exact prisoner vans to compare that I could find. There were a couple of handicap vans, which would be a specialty van as well with a limited market. Those units sold between \$800 and \$1500 with similar years.



PUBLIC WORKS FLEET SERVICES

FLEET COMPLEX

5033 STATE AVENUE KANSAS CITY, KS 66102

(913) 573-8371





Staff Request for Commission Action

Tracking No. 20257

Full Commission Meeting Date: 8/13/20

Committee: Public Works & Safety

Date of Standing Committee Action: 7/27/20

(If none, please explain):

Publication Required: No

<u>Date:</u>	<u>Contact Name:</u>	<u>Contact Phone:</u>	<u>Contact Email:</u>	<u>Department/Division:</u>
7/15/2020	Casey Meyer	x2851	cmeyer@wycokck.org	Legal

Item Description:

This is a Resolution and attached draft lease agreement with Motorola Solutions Inc. for the lease of equipment including in-car camera hardware and body camera hardware. The final agreement will be in substantially the same form. The first payment in the amount of \$309,278.00 will be due in February 2022 with annual payments in the amount of \$309,278.00 with compounding annual interest at a rate of 2.69% beginning February 2022 until February 2025. The option to buy the equipment prior to the end of the lease is included with no penalty. The total balance to finance the equipment is \$1,237,112.56. The capital cost required to purchase the equipment if paid for by cash is \$1,529,820.00, submitted by Casey Meyers, Assistant Counsel.

Action Requested:

To adopt the resolution.

Budget Impact: (if applicable)

Amount:

Source:

Included In Budget:

Other (explain):

Attachments List:

UG_Resolution BWC Lease, draft.lease.agreement.BWC

RESOLUTION NO. R-__-__

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND INSTALLING EQUIPMENT RELATED TO IN-CAR AND BODY WORN CAMERAS AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified as attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into a Lease/Purchase Agreement (the “Lease”) with Motorola Solutions, Inc, pursuant to which the Unified Government, as lessee, will lease the equipment, from Motorola Solutions, Inc, as lessor (“Lessor”), on a year-to-year basis with an option to purchase Lessor’s interest in the equipment, a form of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS, AS FOLLOWS:

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease some or all of the Equipment in a maximum principal amount of \$1,529,820.00. The Chief Financial Officer of the Unified Government is hereby authorized to accept the proposal of Motorola Solutions, Inc for the lease transaction.

Section 2. Authorization and Approval of Unified Government Documents. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Lease being conclusive evidence of such approval.

The obligation of the Unified Government to pay Lease Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas City, Kansas, this July __, 2020.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk



DRAFT– DO NOT EXECUTE

July 16, 2020

UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be lease purchased from Motorola Solutions Inc. The interest rate and payment streams outlined in Equipment Lease Purchase Agreement #24898 are valid for contracts that are executed and returned on or before **July 31, 2020**. After **7/31/20**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Once complete, a set with **ORIGINAL "wet" signatures** should be returned to me at the address below:

Motorola Solutions Credit Company LLC
Attn: Paul Mecaskey / 44th Floor
500 W. Monroe
Chicago, IL 60661

Should you have any questions, please contact me at 847-538-3707.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Paul Mecaskey

LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY,
KANSAS

701 N. 7th Street Trafficway _____

Kansas City, KS 66101 _____

Attention: Larry Owens _____

Phone: (913) 573- 6134 _____

2. Lessee County Location: Wyandotte _____

3. Federal Tax I.D. Number 48-1194075 _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in
determining the applicable cost center or department: _____

Comment [A1]: Purchasing

5. Equipment description that you would like to appear on your
invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address Unified Government of Wyandotte County/ Kansas City, Kansas _____

701 N. 7th Street Trafficway _____

Kansas City, KS 66101 _____

E-mail: lowens@kckpd.org _____

Phone: (913) 573-6134 _____

Fax: (913) 573-6159 _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

CLEAN SHORT FORM SIMPLIFIED LEASE rev 7.28.16

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24898

LESSEE:

Unified Government of Wyandotte
County/Kansas City, Kansas
701 N. 7th Street
Kansas City, Kansas 66101

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment, software, upgrades of same, extended warranties and other support, and other personal property described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than twenty (20) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within fifteen (15) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such fifteen (15) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is

operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessee acknowledges that the Equipment leased hereunder is being manufactured and installed by Motorola Solutions, Inc. (or one of its wholly owned subsidiaries) pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source. Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to promptly discontinue use of the Equipment, remove or delete any software which is part of the Equipment from all of Lessee's computers and electronic devices, and peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e)

of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term; and (x) Lessee agrees that the Equipment shall be and remain personal property notwithstanding the manner in which the same may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to insure that the Equipment remains personal property.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful and customary manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice, Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Intentionally omitted.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof and Lessee fails to cure the default within twenty (20) days; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the

purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment (other than any intellectual property rights in the software comprising part of the Equipment) to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease subject to Lessor's rights pursuant to the other terms of this Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of the State of Kansas.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes

the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as “Original”, regardless of whether Lessee’s execution or delivery of said counterpart is done manually or electronically.

*** *SIGNATURE PAGE TO FOLLOW* ***

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2020.

LESSEE:

Unified Government of Wyandotte
County/Kansas City, Kansas

LESSOR:

MOTOROLASOLUTIONS, INC.

SAMPLE – DO NOT EXECUTE

By: _____

By: _____

Print Name: _Douglas G. Bach_____

Title: _County Administrator_____

Title: _____

CERTIFICATE OF INCUMBENCY

I, Bridgette Cobbins do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the Unified Government of Wyandotte County/Kansas City, Kansas, an entity duly organized and existing under the laws of the **State of Kansas** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24898**, between the Unified Government of Wyandotte County/Kansas City, Kansas, and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of the Unified Government of Wyandotte County/Kansas City, Kansas, hereto this

_____ day of _____, 2020.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24898 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (iii) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Misty S. Brown, Deputy Chief Counsel
UNIFIED GOVERNMENT OF WYANDOTTE
COUNTY/KANSAS CITY, KANSAS

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Schedule A 24898
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24898** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and the Unified Government of Wyandotte County/Kansas City, Kansas(" Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: KS	

Initial Term: 54 Months Commencement Date: 8/21/2020
First Payment Due Date: 2/1/2022

Four (4) consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Lessee: Unified Government of Wyandotte County/Kansas City, Kansas

Schedule B (Lease #24898)

Contract Value:		\$1,529,820.00
less Down Payment:		\$340,474.00
Balance to Finance:		\$1,189,346.00

Compound Period:			Annual			
Nominal Annual Rate:			0.000%			
CASH FLOW DATA						
	Event	Date	Amount	Number	Period	End Date
1	Loan	8/21/2020	1,189,346.00	1		
2	Payment	2/1/2022	309,278.00	1		
3	Rate Change	2/1/2022	Rate: 2.690 %	Compounding:	Annual	
4	Payment	2/1/2023	309,278.00	3	Annual	2/1/2025
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Payment	Interest	Principal	Balance	
Loan	8/21/2020				1,189,346.00	
2020 Totals		0.00	0.00	0.00		
1	2/1/2022	309,278.00	0.00	309,278.00	880,068.00	
Rate	2/1/2022		0.00	0.00	880,068.00	
	2/1/2022	Rate: 2.69%		Compounding:	Annual	
2022 Totals		309,278.00	0.00	309,278.00		
2	2/1/2023	309,278.00	23,673.56	285,604.44	594,463.56	
2023 Totals		309,278.00	23,673.56	285,604.44		
3	2/1/2024	309,278.00	15,990.89	293,287.11	301,176.45	
2024 Totals		309,278.00	15,990.89	293,287.11		
4	2/1/2025	309,278.00	8,101.55	301,176.45	0.00	
2025 Totals		309,278.00	8,101.55	301,176.45		
Grand Totals		1,237,112.00	47,766.00	1,189,346.00		

INITIAL INSURANCE REQUIREMENT: \$1,189,346.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

ORIGINAL ISSUE DISCOUNT (if applicable):

Lessee acknowledges that the amount financed by Lessor is \$1,144,169.00 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.69%. Such issue price and yield will be stated in the applicable Form 8038-G.

EVIDENCE OF INSURANCE

REPLACED W/ LETTER OF SELF-INSURANCE

DRAFT

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 24898)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?

Video/Audio recordings of citizen contacts with law enforcement from both In-Car Cameras and Body Worn Cameras.

- 2.** Why is the equipment essential to the operation of **UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS?**

To provide Video/Audio recordings of citizen contacts with law enforcement from both In-Car Cameras and Body Worn Cameras & protecting citizens and Police Officers.

- 2.** Does the equipment replace existing equipment?

This equipment partially replaces existing equipment (In-Car Cameras)

If so, why is the replacement being made?

The current In-Car Camera solution is antiquated.

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

☐ General Fund

- Have dollars already been appropriated for the Lease Payment? Yes -or- No

- If yes, for what fiscal year(s) have appropriations been made? _____

☐ Combination of Federal Grant funding supplemented by General Revenues

- What fiscal year(s) is expected to be funded via federal grants: 2020

- What fiscal year(s) is expected to be funded via general revenues: 2022, 2023, 2024 & 2025

- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

☐ Other (please describe): _____

CERTIFIED LESSEE RESOLUTION (Lease# 24898)

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) ***held on or before the execution date of the Lease***, the following resolution was introduced and adopted.

RESOLUTION NO. R-___-__

RESOLUTION AUTHORIZING THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE TRANSACTION, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF ACQUIRING AND INSTALLING EQUIPMENT RELATED TO IN-CAR AND BODY WORN CAMERAS AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the Unified Government of Wyandotte County/Kansas City, Kansas (the “Unified Government”) desires to obtain funds to pay the costs of acquiring and installing some or all of the equipment identified as attached hereto (the “Equipment”); and

WHEREAS, in order to facilitate the foregoing and to pay the cost thereof, it is necessary and desirable for the Unified Government to enter into a Lease/Purchase Agreement (the “Lease”) with Motorola Solutions, Inc, pursuant to which the Unified Government, as lessee, will lease the equipment, from Motorola Solutions, Inc, as lessor (“Lessor”), on a year-to-year basis with an option to purchase Lessor’s interest in the equipment, a form of which is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE UNIFIED GOVERNMENT OF WYANDOTTE COUNTY/KANSAS CITY KANSAS, AS FOLLOWS:

Section 1. Authorization of Lease Transaction. The Unified Government states its intent to lease pursuant to the Lease some or all of the Equipment in a maximum principal amount of \$1,529,820.00. The Chief Financial Officer of the Unified Government is hereby authorized to accept the proposal of Motorola Solutions, Inc for the lease transaction.

Section 2. Authorization and Approval of Unified Government Documents. The Lease is hereby approved in substantially the form submitted to and reviewed by the Board of Commissioners on the date hereof, with such changes therein as are approved by the County Administrator, the County Administrator’s execution of the Lease being conclusive evidence of such approval.

The obligation of the Unified Government to pay Lease Payments (as defined in the Lease) under the Lease is subject to annual appropriation and will constitute a current expense of the Unified Government and will not in any way be construed to be an indebtedness or liability of the Unified Government in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness or liability by the Unified Government, nor will anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the Unified Government, and all provisions of the Lease will be construed so as to give effect to such intent.

The County Administrator is hereby authorized and directed to execute and deliver the Lease on behalf of and as the act and deed of the Unified Government.

Section 3. Further Authority. The Unified Government will, and the officials and agents of the Unified Government are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and to carry out, comply with and perform the duties of the Unified Government with respect to the Lease and the Equipment.

Section 4. Effective Date. This Resolution will take effect and be in full force from and after its passage by the Board of Commissioners.

ADOPTED by the Board of Commissioners of the Unified Government of Wyandotte County, Kansas
City, Kansas, this July ____, 2020.

David Alvey, Mayor/CEO

ATTEST:

Unified Government Clerk

DRAFT

Bank Qualified Statement (Lease# 24898)

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24898

Lease Schedule A No. : 24898

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24898. See Schedule A for a detailed Equipment List.

LESSEE:

Unified Government of Wyandotte County/Kansas City,

By: to be completed after delivery

Date: _____

USE NEW IRS 8038-G pdf TEMPLATE

DRAFT