

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is adopted as of the ___ day of December, 2022, by and between **CITY OF KANSAS CITY, MISSOURI**, a Constitutional Charter City and political subdivision of the State of Missouri (“**City**”) and **BOARD OF POLICE COMMISSIONERS OF KANSAS CITY, MISSOURI**, a statutorily-established Commission of the State of Missouri (“**BOPC**”), in connection with the needed replacement of ten year old technologically obsolete two-way radios and computer-aided dispatch system used by the Kansas City, Missouri Police Department (“**KCPD**”).

BACKGROUND

A. KCPD’s officers use portable (hand-held) and mobile (in vehicle) two-way radios to communicate with each other and with Dispatch personnel. For officers on the street, the ability to communicate among themselves, and with headquarters, is essential to the safety of both police officers and the citizens with whom they interact. KCPD’s current two-way radio system is ten years old and is nearing the end of its useful life. In addition, the current equipment is no longer being serviced by the manufacturer, and replacement parts (including batteries) are no longer available, leading to diminished quantity of available functioning radios. The Computer Aided Dispatch System is a critical piece of software used by the 911 Dispatch Center to send information from 911 Callers in distress to the Officers in the field. KCPD represents that the new system will allow KCPD to improve response time to 911 Callers, and get more accurate information about critical incidents.

B. The purpose of this Memorandum is to set out the framework under which the financing for this necessary two-way radio system replacement and crucial software system upgrade can be implemented between the City and BOPC.

C. Like other law enforcement agencies in the greater Kansas City metropolitan area, KCPD can acquire equipment through a regional buying cooperative established by the Mid-America Regional Council and known as the Kansas City Regional Purchasing Cooperative (the “**Cooperative**”). After the establishment of testing metrics, a number of manufacturers/vendors who were already pre-approved by the Cooperative as potential sellers provided their proposed two-way radio systems for testing through the Cooperative. Following testing, KCPD selected equipment manufactured by Motorola Solutions, Inc. (“**Motorola Solutions**”). A description of the selected equipment (the “**Selected Equipment**”) is attached as Appendix A.

D. The parties wish to provide for the acquisition of the Selected Equipment by a means other than payment from non-financed cash, specifically through some form of financing whereby the City is the obligor to the lender/financier (the “**Financing**”), but with respect to which the parties intend that KCPD will be responsible to bear the annual or other periodic payments from its regularly approved annual budgets while the Financing is outstanding, commencing with the 2023-2024 Fiscal Year of the City (“**FY24**”).

E. Due to pricing, delivery and other considerations, it is necessary that the purchase agreement of the Selected Equipment be executed during calendar year 2022, and the parties are

entering into this Memorandum of Understanding in order for the Selected Equipment to be purchased during calendar year 2022.

MUTUAL UNDERSTANDINGS

1. KCPD has negotiated the purchase price for the Selected Equipment, which is acknowledged to be a not to exceed amount of Nineteen Million Seventy-One Thousand Sixty-Six and 71/100 Dollars (\$19,071,066.71) (the “**Purchase Price**”) with Motorola Solutions.

2. City shall allocate funds for the Purchase Price to the BOPC. City intends to issue special obligation bonds in Spring 2023, with the payment of scheduled debt service payments on the bonds to be made by annual appropriation of monies to the BOPC, by the City, over a successive ten (10) year period beginning in FY24, with such funds included in the budget of the KCPD, and which shall be the source of repayment.

3. City may seek financing for the Purchase Price (the “**Financing**”), and obtain the Financing in the name of the City prior to April 30, 2023, within the following parameters (the “**Parameters**”), and proceed in good faith to obtain the lowest cost financing within the Parameters:

(a) the Financing shall have a term of ten (10) years;

(b) no payment may come due on the Financing until after May 1, 2023;

(c) the total of all payments coming due on the Financing in any Fiscal Year of the City shall not exceed Two Million Four Hundred Fifty Thousand Dollars (\$2,450,000.00) (subject to prevailing interest rates and market conditions at the time of the financing); and

(d) notwithstanding clauses (a) – (c) above, the City shall have the right at any time and from time to time to refinance the Financing, including without limitation, by including such amount in an omnibus annual bond issue, provided, however, that, the amount of the annual payments each fiscal year (or the amount allocable to such refinancing if part of a larger borrowing) shall not exceed the amounts set forth in these Parameters.

4. The KCPD is authorized and directed by the BOPC to:

(a) use best efforts to negotiate the Purchase Price for the Selected Equipment with Motorola Solutions at the date directed by Motorola Solutions to ensure provision of radios for KCPD prior to the next City Fiscal Year; and

(b) pay the Purchase Price for the Selected Equipment with Motorola Solutions after estimation of the proceeds of the “**Financing**” (defined above) by the City in Ordinance No. 22XXXX.

5. The BOPC shall include within KCPD's proposed Departmental Budget each year while the Financing or any permitted refinancing thereof remains outstanding, specifically referencing this Memorandum of Understanding, money sufficient to pay amounts payable on the Financing or any permitted refinancing thereof in such ensuing fiscal year. The annual appropriation of funds from the City to support the Financing proposed in this Memorandum of Understanding shall be a part of and deducted from the annual allocation of the City's general revenue obligation for BOPC funding and credited to the City for purposes of compliance with Missouri statute. The agents and representatives of BOPC at any time charged with the responsibility of formulating the proposed KCPD Department Budget are hereby directed to include in the budget proposals, in each fiscal year in which the Financing or any permitted refinancing thereof remains outstanding, a budgeted amount for the payment of amounts coming due under the Financing or any permitted refinancing thereof for the ensuing fiscal year; it being the intention of BOPC and the City that the decision to budget or not to budget under this Agreement shall be made solely by the respective governing body and not by any other official of the City or BOPC. Subject to the foregoing, BOPC agrees that KCPD, through its annual budget, will bear the cost of the Financing and any permitted refinancing thereof.

6. This Memorandum of Understanding relates solely and exclusively to the purchase of the Selected Equipment and shall not affect any other aspect of the relationships between the parties. There are no promises, understandings, agreements, compromises, obligations or undertakings of any nature or description whatsoever with respect to the subject matter hereof that are not expressly set forth herein.

7. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed to be an original, and all of such counterparts shall taken together constitute one and the same document. No provision of this Memorandum of Understanding may be modified or waived except in writing, signed by the party sought to be charged thereby.

8. The execution and delivery of this Memorandum of Understanding on the part of the City was authorized by Ordinance No. _____, adopted on December __, 2022. The execution and delivery of this Memorandum of Understanding on the part of BOPC was authorized by Resolution No. _____, adopted on December __, 2022.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed as of the date first written above.

CITY OF KANSAS CITY, MISSOURI

By: _____

Name: _____

Title: _____

BOARD OF POLICE COMMISSIONERS OF
KANSAS CITY, MISSOURI

By: _____

Name: _____

Title: _____

APPENDIX A

THE SELECTED EQUIPMENT

- 960 APX6500 Mobile Radios
- 7 DVRS Repeater Systems
- 951 APX Next Portable Radios
- 888 APX N70 Portable Radios
- 1839 Remote Speaker Mics
- 1839 Single Unit Chargers
- 45 Multi Unit Chargers
- 1830 Spare Batteries
- 1 Key Management Facility
- 5 Key Variable Loaders
- 42 SWAT Headsets
- 4 Helicopter Radios
- Service and Alignment Tools including Radio Management
- PremierOne Computer Aided Dispatch Software & Hardware
- CommandCentral Aware Software