

REQUEST FOR LEGISLATIVE ACTION

Completed by County Counselor's Office:

Res/Ord No.: 4930

Sponsor(s): Scott Burnett

Date: November 7, 2016

<p>SUBJECT</p>	<p>Action Requested <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance</p> <p>Project/Title: <u>Requesting an Ordinance transferring and appropriating funds for the acceptance of the Landahl Park, Jackson County, Missouri Weather/Siren Grant and approving the purchase of Sirens for the Office of Emergency Preparedness from Federal Signal of University Park, Illinois under the terms and conditions of MARC Contract No. 41, an existing government contract.</u></p>																		
<p>BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i></p>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td> <td>\$25,636.00</td> </tr> <tr> <td>Amount previously authorized this fiscal year:</td> <td></td> </tr> <tr> <td>Total amount authorized after this legislative action:</td> <td>\$25,636.00</td> </tr> <tr> <td>Amount budgeted for this item * (including transfers):</td> <td>\$25,636.00</td> </tr> <tr> <td>Source of funding (name of fund) and account code number:</td> <td></td> </tr> <tr> <td>FROM: 002-9999-47040 Heath Fund, Undesignated, Settlements</td> <td>\$ 5,894.28</td> </tr> <tr> <td>FROM: 002-1222-56080 Heath Fund, Emergency Prep, Other Professional Services</td> <td>\$ 514.72</td> </tr> <tr> <td>FROM: 010 Grant Fund, Undesignated Fund Balance</td> <td>\$ 19,227.00</td> </tr> <tr> <td>TO: 010-1226-56080 Grant Fund, Siren System Grant, Other Professional Services</td> <td>\$ 25,636.00 6,008</td> </tr> </table> <p>* If account includes additional funds for other expenses, total budgeted in the account is: \$ 58170 - Other Equip 19,629</p> <p>OTHER FINANCIAL INFORMATION:</p> <p><input type="checkbox"/> No budget impact (no fiscal note required) <input type="checkbox"/> Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$</p> <p>Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):</p>	Amount authorized by this legislation this fiscal year:	\$25,636.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$25,636.00	Amount budgeted for this item * (including transfers):	\$25,636.00	Source of funding (name of fund) and account code number:		FROM: 002-9999-47040 Heath Fund, Undesignated, Settlements	\$ 5,894.28	FROM: 002-1222-56080 Heath Fund, Emergency Prep, Other Professional Services	\$ 514.72	FROM: 010 Grant Fund, Undesignated Fund Balance	\$ 19,227.00	TO: 010-1226-56080 Grant Fund, Siren System Grant, Other Professional Services	\$ 25,636.00 6,008
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<p>PRIOR LEGISLATION</p>	<p>Prior ordinances and (date): Prior resolutions and (date):</p>																		
<p>CONTACT INFORMATION</p>	<p>RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Supervisor, 881-3253</p>																		
<p>REQUEST SUMMARY</p>	<p>The Office of Emergency Preparedness is requesting an Ordinance accepting the Landahl Park, Jackson County, Missouri Weather/Sirens Grant awarded to them by the Missouri State Emergency Management Agency for the funding of High Power Electronic Sirens. The award amount for this grant is \$19,227.00 with a grant match of \$6,409.00.</p> <p>Pursuant to Section 1030.4 of the Jackson County Code, Fixed Price Contractual Documents, the Director of Finance and Purchasing recommends the purchase of this equipment from Federal Signal of University Park, Illinois under the terms and conditions of MARC Contract No. 41, an existing government contract.</p> <p>The Director of Finance and Purchasing also requests the appropriation of \$25,636.00 as follows:</p> <p>002-9999-47040 Health Fund, Undesignated, Settlements \$5,894.28 (this funding is State mitigation monies resulting from the severe storm damage sustained in Jackson County, Missouri between May 15 and July 6 in 2015) 002-1222-56080 Health Fund, Emergency Prep, Other Professional Services \$514.72 010 Grant Fund, Undesignated Fund Balance \$19,227.00</p> <p>Transfer of funds to 010-1226-56080 Grant Fund, Siren System Grant, Other Professional Services \$25,636.00 6,008 4 58170 \$ 19,629</p>																		

CLEARANCE	<input type="checkbox"/> Tax Clearance Completed (Purchasing & Department) N/A <input type="checkbox"/> Business License Verified (Purchasing & Department) N/A <input checked="" type="checkbox"/> Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter from the State of Missouri Management Agency, MARC Contract No. 41 and a quote from Federal Signal.	
REVIEW	Department Director: <i>Mike Cunniff</i>	Date: 10-25-16
	Finance (Budget Approval): <i>If applicable</i> <i>Paul Mac</i>	Date: 10/28/16
	Division Manager: <i>Mark Brown</i>	Date: 11/3/16
	County Counselor's Office:	Date:

Fiscal Information (to be verified by Budget Office in Finance Department)

- This expenditure was included in the annual budget.
- Funds for this were encumbered from the _____ Fund in _____.
- There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- Funds sufficient for this ^{transfer +} appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
002 - 9999 - 47040	Health Fund - Reimb Damage Claim	5,895
002 - 1222 - 56080	Health Fund - Emerg. Prog - Other Prof	515
010 - 2810	Grant Fund - Undesignated Fund Balance	19,227

- This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- This legislative action does not impact the County financially and does not require Finance/Budget approval.

Supplemental Appropriation Request Jackson County, Missouri

Funds sufficient for this appropriation and transfer are available from the source indicated below.

Date: October 28, 2016

ORD # 4930

Department / Division	Character/Description	From	To
Health Fund - 002			
9999 - Non Specific	47040 - Reimbursement Damage Claims	5,895	
1222 - Emergency Preparedness	56080 - Other Professional Services	515	
9100 - Operatng Transfers	56105 - Operating Transfers Out		6,410
Grant Fund - 010			
1226 - MO Weather/Siren System	47070 - Operating Transfers In	6,410	
1226 - MO Weather/Siren System	45878 - Increase Revenues	19,227	
2810	Undesignated Fund Balance		25,637
2810	Undesignated Fund Balance	25,637	
1226 - MO Weather/Siren System	56080 - Other Professional Services		6,008
1226 - MO Weather/Siren System	58170 - Other Equipment		19,629

 10/28/16
 Budgeting

Jeremiah W. (Jay) Nixon
Governor

STATE OF MISSOURI

Ron Walker
Director

Lane Roberts
Director of Public Safety

EMERGENCY MANAGEMENT AGENCY



DEPARTMENT OF PUBLIC SAFETY
PO Box 1811, Jefferson City, Missouri 65102
Phone: 573/526-9234 Fax: 573/526-9272
E-mail: mosema@sema.dps.mo.gov



9/12/16

Michael Curry
Jackson County
201 W. Lexington, Suite 201
Independence, MO 64050

RE: FEMA-4238-DR-MO
FIPS# 095-99095-00

Dear Mr. Curry:

Enclosed is State of Missouri ^{check} # 9081601598, in the amount of \$5,894.28 payable to Jackson County.

This check is the **State share** of your claim and is based on 10% of the total Project Worksheet approved amount. This check is the final payment for eligible costs associated with all projects for your jurisdiction.

You are reminded that complete records and cost documents must be maintained for at least 3 years from the date the last project was completed or receipt of final payment, whichever is later. If your jurisdiction expends \$750,000.00 or more in total federal financial assistance in a single fiscal year, a copy of your single audit must be submitted to the State Emergency Management Agency (SEMA) as required by the Single Audit Act of 1984. You are also reminded that all projects are subject to State and Federal audit reviews. You have the right to appeal this determination; appeals must be submitted to SEMA within 60 days of receipt of this correspondence.

If you have questions concerning determination of payment for State share, call the Public Assistance Section at 573-526-9108.

Sincerely,

Ronald C. Broxton, Manager
Recovery Division

RCB/clm
Enclosures

•RLA ?



A Nationally
Accredited
Agency

Jeremiah W. (Jay) Nixon
Governor

Lane Roberts
Director of Public Safety

STATE OF MISSOURI

EMERGENCY MANAGEMENT AGENCY

Ron Walker
Director



DEPARTMENT OF PUBLIC SAFETY
PO Box 116, Jefferson City, Missouri 65102
Phone: 573/526-9100 Fax: 573/634-7966
E-mail: mosema@sema.dps.mo.gov



September 27, 2016

Mr. Mike Curry
Director Office of Emergency Preparedness
Jackson County
201 West Lexington Avenue
Independence, Missouri 64050

Re: William L. Landahl Park, Jackson County MO Weather/Siren System
Grant # FEMA-DR-4238-MO, (Project # 0021)

Dear Mr. Curry:

We are pleased to notify you that the Federal Emergency Management Agency (FEMA) has approved funding for William L. Landahl Park, Jackson County for the purchase and installation of 1 siren. Specifically, \$19,227.00 in Federal funds is now available for the completion of this project. The non-Federal 25% cost share to be provided by Jackson County is \$6,409.00 for a total estimated cost for the project of \$25,636.00.

Today, September 27, 2016 at the Grant Orientation Meeting we are providing to you two sets of the *Funding Approval Form* and *Grant Agreement*. Please sign and return all copies to SEMA. Once SEMA has received the signed Grant Agreement and Funding Approval Form we will mail signed copies for your records. When you receive the fully signed documents, the project may begin.

We look forward to working with you and your staff. If you have any questions, please contact your SEMA assigned project manager Brian Hassler, at (573) 526-9255.

Sincerely,

Elizabeth Weyrauch
State Hazard Mitigation Officer

EAW/bh



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Agency



NOTICE OF MARC/KCRPC CONTRACT MODIFICATION

DATED: September 28, 2016

Bid Title: Yearly Contract for Storm Warning Sirens
Bid/Contract No. 41
Contract Modification No.: 13
Contract Renewal: 10/16/16 to 10/31/17

CONTRACTOR:

Norma Cates
 Blue Valley Public Safety, Inc
 509 E James Rollo Dr, PO Box 363
 Grain Valley MO 64029

Phone: 800-288-5120
Fax: 816-847-7513
Email: norma@bvpsonline.com

MODIFICATION TO ORIGINAL CONTRACT:

The original contract issued October 1, 2009 is revised as follows:

MARC/KCRPC and Participants hereby accept your offer of September 23, 2016 to renew the contract with no price changes and extend renewal expiration date to the 31st of the month instead of the 16th. The current price list is included with this modification.

By: _____

David Warm
 Executive Director
 Mid-America Regional Council

Date: _____

10/4/16

By: _____

Brian Cates
 Blue Valley Public Safety, Inc.

Date: _____

10/03/16

Copies to: Participants - Database

Original to: Contractor and KCRPC

MARC/KCRPC Contract #41
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
		2016-2017
10A3	CABLE, 25' PL259 MALE & ADPT	\$ 197.49
10AG	ANTENNA, ARC	\$ 38.28
2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	\$ 7,744.00
2001-AC	SIREN CONTROL, 2001AC	\$ 1,959.24
2001TRBP	TRANSFORMER RECTIFIER PLUS	\$ 1,786.98
AMB-P	ANTENNA MOUNTING BRACKET, POLE	\$ 117.45
AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL	\$ 60.90
AMB-W	ANTENNA MOUNTING BRACKET, WALL	\$ 120.93
BSH	BASE STN. RADIO, VHF	\$ 2,691.78
BSU	BASE STN. RADIO, UHF	\$ 2,691.78
DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	\$ 4,831.11
DCFCBU	CNTL, DC, ONE-WAY, UHF BAND	\$ 4,831.11
DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	\$ 6,324.03
DCFCTBD-IP	DIGITAL CONTROLLER, IP ENABLED	\$ 5,971.68
DCFCTBDU	DIGITAL CONTROLLER, UHF BAND	\$ 6,324.03
DSA2	DIRECTIONAL SPEAKER ARRAY 2 SPKR.	\$ 1,619.07
DSA4	DIRECTIONAL SPEAKER ARRAY 4 SPKR.	\$ 2,307.24
DSA6	DIRECTIONAL SPEAKER ARRAY 6 SPKR.	\$ 3,374.73
DSAMK1	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 96.57
DSAMK4	MOUNTING KIT, DIR. SPKR. 4 ARRAY	\$ 456.75
DVSD	DIGITAL VOICE MINI SD CARD	\$ 283.62
DVR	DIGITAL VOICE RECORDING, ONE VOICE UP TO 16 MSGS	\$ 642.93
DVR-COPY	DIGITAL VOICE RECORDING, COPY ORIGINAL FILES IF POSSIBLE	\$ 103.53

MARC/KCRPC Contract #41
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
ECLIPSE8	SIREN, DC, OMNI DIR. W/HORNS	\$ 5,112.12
ES-SMV	SPECIAL MODEL VARIATION	\$ 652.50
FCH	FEDERAL CONTROLLER, HIGH BAND RADIO	\$ 1,664.31
FCTBDH	FEDERAL CONTROLLER, 2-WAY, HIGH BAND, DIGITAL	\$ 4,098.57
FCTBD-IP	FEDERAL CONTROLLER, BROADBAND, NO RADIO	\$ 3,537.42
FCTBDU	FEDERAL CONTROLLER, 2-WAY, UHF BAND, DIGITAL	\$ 4,098.57
FCU	FEDERAL CONTROLLER, UHF RADIO	\$ 1,664.31
FS-PL1	PRIVATE LINE TCS/DCS	\$ 139.20
FS-PL2	PRIVATE LINE, LOW TCS/DCS	\$ 139.20
MNC-MC	MIC, NOISE CANCELLING .25	\$ 120.06
MOD1004B	MODULATOR SIREN, 400W, OMNI DIR	\$ 3,998.52
MOD2008B	MODULATOR SIREN, 800W, OMNI DIR	\$ 5,727.21
MOD3012B	MODULATOR SIREN, 1200W, OMNI DIR	\$ 7,600.32
MOD4016B	MODULATOR SIREN, 1600W, OMNI DIR	\$ 9,391.65
MOD5020B	MODULATOR SIREN, 2000W, OMNI DIR	\$ 11,282.16
MOD6024B	MODULATOR SIREN, 2400W, OMNI DIR	\$ 13,056.09
MOD8032B	MODULATOR SIREN, 3200W OMNI DIR	\$ 16,083.69
MODEM-MSK	MODEM-MSK	\$ 1,985.34
OMNI-YAGI	Antenna	\$ 349.74
PVS220W-24	SOLAR POWER OPTION, UV	\$ 3,306.00
PVS220W-48	SOLAR POWER OPTION, DC	\$ 3,306.00
RP164	ANT,GROUNDING PLANE	\$ 153.12
SS2000+	DIGITAL DTMF CONTROLLER, DESK MOUNT	\$ 3,097.20
SS2000+R	DIGITAL DTMF CONTROLLER, RACK MOUNT	\$ 3,097.20

MARC/KCRPC Contract #41
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
UV400	AMPLIFIER - 400W	\$ 595.08
UVARM	UV AUDIO & RELAY	\$ 741.24
UVIC	CNTL, INDOOR, NO RADIO, 120V	\$ 4,415.25
UVIC240	CNTL, INDOOR, NO RADIO, 240V	\$ 4,758.90
UVIC25ST	AMP ASSY, STEPDOWN, 70-25V	\$ 791.70
UVICH	CNTL, INDOOR, HI BND, 120V	\$ 5,360.94
UVIC-IP	CNTL, INDOOR, IP ENABLED	\$ 4,467.45
UVICU	CNTL, INDOOR, UHF,120V	\$ 5,360.94
UVLOC	UV LOCAL OPERATION CONSOL	\$ 562.02
UVLOC-IM	UVLOC INTERFACE MODULE	\$ 392.37
UVRIH	CNTL, REMOTE INTERFACE, HIGH BAND	\$ 3,528.72
UVRI-IP	CNTL, REMOTE INTERFACE, IP ENABLED	\$ 3,184.20
UVRIU	CNTL, REMOTE INTERFACE, UHF	\$ 3,528.72
UVTDH	DIGITAL, 2-WAY, HI BND, 120V	\$ 5,564.52
UVTD-IP	DIGITAL, 2-WAY, IP ENABLED	\$ 4,976.40
UVTDU	DIGITAL, 2-WAY,UHF, 120V	\$ 5,564.52
SE3000	SOFTWARE ENCODER W/MODEM-MSK	\$ 2,397.72
SE3000CLNT	SE3000 CLIENT SOFTWARE	\$ 1,185.81
SE3000CLNT-W	SE3000 CLIENT WARRANTY	\$ 245.34
SE3000-W	SE3000 WARRANTY	\$ 245.34
SFCD10	COMMANDER SOFTWARE, PRGMNG, 10 SITES	\$ 2,363.79
SFCD25	COMMANDER SOFTWARE, PRGMNG, 25 SITES	\$ 5,318.31
SFCD255	COMMANDER SOFTWARE, PRGMNG, 255 SITES	\$ 7,773.45
X-PC-22	DESKTOP PC WITH WIN W/ 22" MONITOR	\$ 2,871.00

MARC/KCRPC Contract #41
Federal Signal Corp./Blue Valley Public Safety, Inc.

Model/Part No.		MARC Price
TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 1	\$ 6,008.00
ES-POLE-CREDIT	DEDUCTION FOR CUSTOMER SUPPLIED AND INSTALLED POLE	\$ (800.00)
TK-I-BRADIO-Z2	Base Radio Install Z2	\$ 775.80
TK-I-DCCTR-Z2	DCFC/UV Controller Install, 4 Std. Batteries, Site Optimization, Zone 2	\$ 2,157.30
TK-I-ENCODER-Z2	Encoder Install SS2000/SE3000; Z2	\$ 1,234.80
TK-I-ENRDPKG-Z2	Encoder & Radio Install Pkg Z2	\$ 1,441.80
TK-I-FCCTR-Z2	FC Controller Install, Site Optimization, Zone 2	\$ 978.30
TK-I-FCTCTR-Z2	FCT Controller Install, Site Optimization, Zone 2	\$ 1,391.40
TK-I-MOD1-Z2	MOD1004-3012B Std Install, 2 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 5,223.60
TK-I-MOD2-Z2	MOD4016-5020B, Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 5,407.20
TK-I-MOD3-Z2	MOD6024B, Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 6,022.80
TK-I-MOD4-Z2	MOD6048, Std Install, 8 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2	\$ 6,385.50
TK-IO-CUSREMOV	Removal Services, Custom	\$ 816.00
TK-S-ADMTRAIN	System Administrator Training Teaches system owners/managers the skills necessary to administer and config the system.	\$ 2,070.00
TK-S-CPSYSOP-CU	System Optimization of 1 Activation-Control Pt, CUSTOM	\$ 544.00
TK-IO-CRTPAY-CU	Prevailing Wage/Certified Payroll/Davis-Bacon Act Fee	\$ 1,079.10
IK-BATT-STD	KIT, INSTALL, DEEP CYCLE BATTERIES, STANDARD CAPACITY	\$ 126.00
Prev. Maintenance	AVAILABLE ACCORDING TO END USER CONFIGURATION. AFTER WARRANTY PERIOD - PER MONTH, PER UNIT	\$ 60.00
Repair Work	NON-CONTRACT REPAIR WORK ON AN ON-CALL BASIS - PER HOUR	\$ 115.00



FEDERAL SIGNAL
Safety and Security Systems

Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Michael Curry, Manager
Customer: Jackson County Emergency Prep.
Address: 201 West Lexington
City: Independence
State: MO
Zip 64050
Phone: 816-881-4625
Cell: *
Fax: *
Email: mcurry@jacksongov.org
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
1013161449
Please reference quote
no. on your order
Date Quoted: 10/13/16

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 7,744.00	\$ 7,744.00
2	1	DCFCTBDH	DIGITAL CONTROLLER, HIGH BAND	235	235	\$ 6,324.03	\$ 6,324.03
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	180	\$ 1,786.98	\$ 1,786.98
4	1	OMNI-4	ANTENNA, 152-156MHZ VHF	25	25	\$ 349.74	\$ 349.74
5	1	AMB-P	ANTENNA MOUNTING BRACKET, POLE	20	20	\$ 117.45	\$ 117.45
6	1	PVS220W-48	SOLAR POWER OPTION, DC	100	100	\$ 3,306.00	\$ 3,306.00
Total Equipment							\$ 19,628.20
Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	1,010		\$ -
Services							
1	1	TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2 Wood Pole, Zone 2			\$ 6,008.00	\$ 6,008.00
Total Services							\$ 6,008.00
Total of Project							\$ 25,636.20

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt Services, Net 30 Days as completed, billed monthly. Net 30 will not be held for installations.

Brian Cates
Signature

I hereby agree to the Terms stated on this quotation and in the attached Terms document on behalf of the above mentioned Company or Government Entity.

Signature:

Title:

Date:

Purchase Order MUST be made out to:
Federal Signal Corporation, 2645 Federal Signal Drive, University Park, IL 60484
Purchase Order MUST be e-mailed, mailed or faxed to:
Blue Valley Public Safety, Inc., PO Box 363, Grain Valley, MO 64029 Fax: 816-847-7513
dee@bvpsonline.com



Quotation No.: FWS
1013161449

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

- (15) **Governing Law and Limitations.** This Agreement shall be governed by the laws of the State of Illinois. Venue for any proceeding initiated as the result of any dispute between the parties that arises under this Agreement shall be either the state or federal courts in Cook or DuPage County, Illinois. Whenever a term defined by the Uniform Commercial Code as adopted in Illinois is used in this Agreement, the definition contained in said Uniform Commercial Code is to control. Any action for breach of this Agreement or any covenant or warranty contained herein must be commenced within one year after the cause of action has accrued.
- (16) **Receiving Product and Staging Location.** Buyer is responsible to receive, store and protect all products intended for installation purposes, including, but not exclusively, siren equipment, poles, batteries, and installation materials. Materials received in cardboard containers must be protected from all forms of precipitation. Additionally, Buyer is to provide a staging area of an appropriate size for installation contractors to work from and to store equipment overnight.
- (17) **Installation Methods & Materials.** Installation is based on methods and specifications designed and intended by FSC to meet or exceed all national, state & local safety and installation codes and regulations. Design changes required by Buyer may result in additional charges.
- (18) **Radio Frequency Interference.** FSC is not responsible for RF transmission and reception affected by system interference beyond its control.
- (19) **Installation Site Approval.** Buyer must provide signed documentation to FSC, such as the "WARNING SITE SURVEY FORM" or a document with the equivalent information, that FSC is authorized to commence installation at the site designated by Buyer before FSC will commence installation. Once installation has started at an approved site, Buyer is responsible for all additional costs incurred by FSC for redeployment of resources if the work is stopped by Buyer or its agents, property owners, or as the result of any governmental authority or court order, or if it is determined that installation is not possible at the intended location, or the site is changed for any reason by the Buyer.
- (20) **AC Power Hookup.** Buyer is responsible to coordinate and pay for all costs to bring proper AC power to the electrical service disconnect installed adjacent to the controller cabinet, unless these services are quoted by FSC. All indoor installations assume AC power is available within 10 feet of the installation location.
- (21) **Permits & Easements.** FSC will obtain and pay for electrical and right-of-way work permits as necessary for installations. Buyer is responsible for obtaining and payment of all other required easements, permits, or other fees required for installation, unless specifically quoted.
- (22) **Soil Conditions Clause.** In the event of poor site conditions including, but not limited to rock, cave-ins, high water levels, or inability of soil to provide stable installation to meet specifications, FSC will direct installation contractors to attempt pole installation for a maximum of 2 hours. Buyer approval will be sought when pole installation exceeds 2 hours and abandoned if FSC cannot obtain approval in a timely manner.
- (23) **Contaminated Sites.** FSC is not responsible for cleanup and restoration of any installation sites or installer equipment where contaminated soil is encountered. FSC will not knowingly approve installation at any site containing contaminants. Buyer must inform FSC when known or suspected soil contaminants exist at any intended installation site.
- (24) **Site Cleanup.** Basic installation site cleanup includes installation debris removal, general site cleanup, and general leveling of affected soil within 30' of the pole. Additional Site Restoration quotes are available.
- (25) **Waste Disposal.** Buyer is responsible for providing disposal of all packing materials including shipping skids and containers.
- (26) **Work Hours.** All installation quotes are based on the ability to work outdoors during daylight hours and indoors from 7 AM to 7 PM Monday through Saturday. Work restrictions or limitations imposed by Buyer or its agents may result in additional charges being assessed to Buyer for services.
- (27) **Project Reporting.** Installation & Service Progress Reports will be provided on a regular basis, normally every week during active installation, unless pre-arranged otherwise by mutual agreement.
- (28) **Safety Requirements & Compliance.** FSC requires that all subcontractors and their employees follow applicable laws and regulations pertaining to all work performed, equipment utilized and personal protective gear common to electrical and construction site work performed in the installation of FSC equipment. Additional safety compliance requirements by Buyer may result in additional charges assessed to Buyer for the time and expenses required to comply with the additional requirements.
- (29) **Project Delays.** FSC shall not be liable in any regard for delivery or installation delays or any failure to perform its obligations under this Agreement resulting directly or indirectly from change order processing, acts or failure to act by Buyer, unresponsive inspectors, utility companies and any other causes beyond the direct control of FSC, including acts of God, weather, local disasters of any type, civil or military authority, fires, war, riot, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond FSC's reasonable control, whether similar or dissimilar to the foregoing.

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