

IN THE CITY OF HOLTS SUMMIT, MISSOURI

BILL NO. 2020-20

ORDINANCE NO. 2758

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BLUE VALLEY PUBLIC SAFETY, INC., FOR MAINTENANCE OF THE EMERGENCY WARNING SYSTEM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF HOLTS SUMMIT, MISSOURI, AS FOLLOWS:

Section 1. The Board of Aldermen hereby determines that it is in the best interest of the citizens of Holts Summit to enter into an agreement with Blue Valley Public Safety, Inc., for the maintenance of the emergency warning system.

Section 2. The Board of Aldermen hereby authorizes the Mayor to enter into an agreement with Blue Valley Safety, Inc. Said agreement attached as Exhibit A, hereby approved, adopted and made a part herein by reference as fully as if set out herein verbatim.

Section 3. Effective Date. This ordinance shall be in full force and effect immediately upon its final passage and approval.

FIRST READING HELD ON THIS 13th DAY OF OCTOBER 2020.

SECOND READING AND FINAL PASSAGE HELD ON THIS 17th DAY OF November 2020.

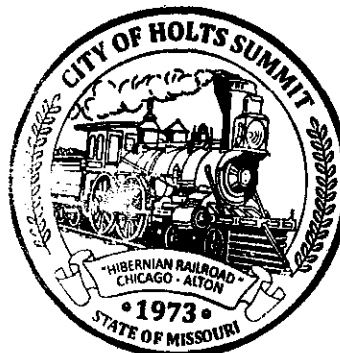
Sharon Schlueter
Presiding Officer

ATTEST:
Rachel Anderson
Rachel Anderson, City Clerk

This ordinance approved by the Mayor this 17th day of November 2020.

Sharon Schlueter
Sharon Schlueter, Mayor Pro Tem

ATTEST:
Rachel Anderson
Rachel Anderson, City Clerk





509 James Rollo Dr - PO Box 363
Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

Contact Name: Amy Burec
Customer: City of Holts Summit
Address: PO Box 429 - 245 S. Summit Drive
City: Holts Summit
State: MO
Zip: 65043
Phone: 573-896-8419
Fax: *
Email:

Maintenance Agreement No.:

1002201201

Please reference this
no. on your order

Date: 10/2/20

Maintenance Period
01/01/21 thru 12/31/21

Notes:

Item No.	Qty.	Contract Model No.	Description	Unit Per Month	Month Total	Annual
12 Month Maintenance Contract on the Following Equipment Standard Terms: 96 Hour Response Time / Business Days Contract does not cover damage due to Vandalism, Theft, Misuse, Lightning or other Acts of Nature.						
1	4	MC-MOD6024	Maintenance Contract for Modulator Siren	\$23.00	\$92.00	\$1,104.00
2	1	MC-MOD6048	Maintenance Contract for Modulator Siren	\$23.00	\$23.00	\$276.00
3	1	MC-MOD8032B	Maintenance Contract for Modulator Siren	\$23.00	\$23.00	\$276.00
4	6	MC-UVDH	Contract for Controller and Amps	\$38.00	\$228.00	\$2,736.00
5	1	MS-SS2000	Contract for SS2000 Series Encoder	\$20.00	\$20.00	\$240.00
6	20	MC-BATT	Contract per standard battery	\$7.50	\$150.00	\$1,800.00
7	4	MC-BATT-S	Contract per battery for solar powered sites	\$7.50	\$30.00	\$360.00
8	1	MC-SFCD25	Software Warranty for Commander Software up to 25 Sites	\$75.00	\$75.00	\$900.00

Total of Contract Monthly	\$641.00
Total of Contract Annually	\$7,692.00

Contract Notes:

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.

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

Proposed By:

Purchase Order must be made out to, and 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



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Grain Valley, MO 64029
1-800-288-5120

MAINTENANCE AGREEMENT

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: Norma Cates
Title: President

Norma Cates
President

Contact Name: Amy Burec
Customer: City of Holts Summit
Address: PO Box 429 - 245 S. Summit Drive
City: Holts Summit
State: MO
Zip: 65043
Phone: 573-896-8419
Cell: *
Fax: 417-380-0514
Email: cityclerk@holtssummit.org

Maintenance Agreement No.: 1002201201 Please reference this no. on your order Date Quoted: 10/2/20

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

Accepted By: Sharon Schlueter 11-17-2020
Signature: Date:
Mays Pro Team
Title:

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MAINTENANCE AGREEMENT

TERMS AND CONDITIONS

This Maintenance Agreement (this Agreement) is between Blue Valley Public Safety ("BLUE VALLEY") and the ("CUSTOMER") as indicated on the reverse side of this Agreement. In consideration of the mutual agreements herein contained, BLUE VALLEY and the CUSTOMER agree as follows:

1. Subject to the terms and provisions of the Agreement, BLUE VALLEY hereby agrees to maintain and service for equipment (the "EQUIPMENT") described on the reverse side of this Agreement beginning and ending on the dates indicated.
2. CUSTOMER hereby agrees to pay BLUE VALLEY the total of monthly charge(s) set forth on the reverse side for the one-year term of this Agreement. In addition, CUSTOMER shall pay for any sales, use, excise or other taxes, if any, which may be imposed upon the furnishing of parts, components or service pursuant to this Agreement.
3. The services to be performed by BLUE VALLEY hereunder shall consist of repair or replacement of the EQUIPMENT and parts and components thereof which have malfunctioned or become inoperative in normal wear and usage. This Agreement does not extend to repair or replacement of the EQUIPMENT or parts or components thereof which have malfunctioned or become inoperative for any other reason, including, but not limited to, misuse, abuse, vehicular accident, fire, natural disaster, explosion or other casualty, or modification or alteration by any party other than BLUE VALLEY.
4. BLUE VALLEY'S obligation to service the EQUIPMENT pursuant to this Agreement shall consist of its obligation of repair or replacement hereinabove set forth. In the event of any breach of such obligation by BLUE VALLEY, CUSTOMER'S sole remedy shall be to terminate this Agreement and receive from BLUE VALLEY the lesser of: (i) the actual and reasonable cost of such repair or replacement by another party; or (ii) the monthly charges theretofore paid by CUSTOMER in respect of such of the EQUIPMENT for which breach is claimed by CUSTOMER. In no event shall BLUE VALLEY be responsible for consequential damages or other damages, such as, but not limited to, loss of profits, cost of purchasing or renting replacement equipment, or loss of use of the EQUIPMENT or vehicles in which the EQUIPMENT shall be installed. This limitation on the liability of BLUE VALLEY shall not extend to any claim for damages arising out of injury to person or property directly and proximately caused by the Equipment.
5. BLUE VALLEY shall be under no obligation to provide services at any site other than the site, designated pursuant to this Agreement. In the event that BLUE VALLEY should nonetheless perform service at any other site at the request of CUSTOMER, then CUSTOMER shall be responsible for providing a safe and suitable working site, and shall be responsible for all additional costs and expenses incurred by BLUE VALLEY in performing services at such site, including, but not limited to, transportation costs, temporary equipment rentals, employee overtime, and additional labor costs resulting from utilization of local union workmen to conform with any agreements or other requirements affecting such work site.
6. Any item of the EQUIPMENT which is not new or which has not been subject to a Maintenance service agreement with BLUE VALLEY immediately prior to this Agreement shall be inspected by BLUE VALLEY at CUSTOMER'S request and restored to operative condition at the expense of CUSTOMER. In the event BLUE VALLEY is unable to restore the EQUIPMENT to operative condition, then effective upon the date of notice of such fact to CUSTOMER, this Agreement shall be terminated as to such EQUIPMENT and the charges hereunder equitably reduced. Such termination shall have no effect as to any other EQUIPMENT hereinabove specified, and in addition, CUSTOMER shall pay its reasonable charges for parts and labor expended in its attempt to restore such EQUIPMENT to operative condition.
7. BLUE VALLEY warrants that parts, components and services furnished pursuant to this Agreement shall be commercially free from defects of material and workmanship at the time EQUIPMENT is returned to CUSTOMER. Any claim for breach of this warranty shall be ineffective unless written notice thereof shall be given to BLUE VALLEY within the period of one year from the date hereof. THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR PURPOSE AND OF ANY OTHER TYPE, WHETHER EXPRESS OR IMPLIED.
8. BLUE VALLEY shall use reasonable diligence to perform its obligations hereunder on a commercially timely basis but subject to delays or failures resulting from fire, war, labor disputes, acts of God, governmental regulations, commercial shortages, component or material unavailability, and other causes beyond its reasonable control. Performance by BLUE VALLEY is further conditioned upon complete information or instructions being furnished by CUSTOMER regarding inoperative or malfunctioning conditions of the EQUIPMENT and possible causes thereof.
9. CUSTOMER represents and warrants that: (i) CUSTOMER owns the EQUIPMENT or has full right of possession and use thereof throughout the term of this Agreement; (ii) CUSTOMER has full power and authority to enter into this Agreement; and (iii) the performance of this Agreement by BLUE VALLEY as hereinabove set forth will not violate any contracts or arrangements to which CUSTOMER is a party or which may be binding upon CUSTOMER.
10. This Agreement may terminate by either party hereto in whole or in part as to less than all items of the EQUIPMENT upon giving to other party sixty (60) days advance written notice of its intent to terminate; except that (i) BLUE VALLEY shall complete all services herein required of it with respect to EQUIPMENT therefore delivered to BLUE VALLEY and shall return same to CUSTOMER; (ii) CUSTOMER shall pay for all charges or other costs accruing prior to the effective date of termination or with respect to EQUIPMENT thereafter returned to CUSTOMER by BLUE VALLEY; and (iii) BLUE VALLEY shall return to CUSTOMER all payments made by CUSTOMER applicable to terminated maintenance service to have been rendered by BLUE VALLEY subsequent to the effective date of termination.
11. This Agreement constitutes the only agreement between BLUE VALLEY and CUSTOMER respecting the subject matter hereof and supersedes all prior agreements or understandings, whether written or oral. This Agreement may not be amended or modified except in writing signed by BLUE VALLEY and CUSTOMER. Neither party may assign any rights hereunder without the prior written consent of the other. This Agreement shall be solely for the benefit of BLUE VALLEY and CUSTOMER and no other party shall have any rights hereunder.

12. *SPECIAL PROVISIONS

96 Hours response time.

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