

**RESOLUTION NO. 1843**

**A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE AWARD FROM THE MISSOURI COALITION FOR ROADWAY SAFETY FOR THE PURCHASE OF THREE (3) TRAFFIC RADAR UNITS FOR THE POLICE DEPARTMENT**

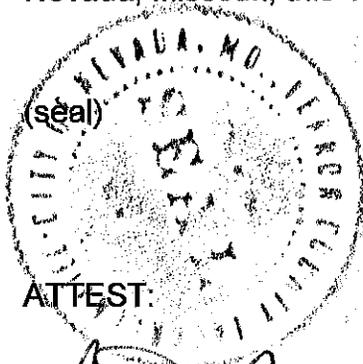
**WHEREAS**, the Nevada Police Department has been awarded a grant from the Missouri Coalition for Roadway Safety; and

**WHEREAS**, this grant award will provide the Nevada Police Department with three (3) new traffic radar units; and

**WHEREAS**, this grant includes funding in the amount \$5,619.39 for the equipment purchase with no local funding match required.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Nevada, Missouri, accepts the award and authorizes the purchase of three (3) traffic radar units for the police department.

**PASSED, APPROVED AND ADOPTED**, by the City Council of the City of Nevada, Missouri, this 4th day of February 2025.



**ATTEST:**

A handwritten signature in cursive script, appearing to read "Cynthia Dye".

**CYNTHIA DYE, CITY CLERK**

A handwritten signature in cursive script, appearing to read "George C. Knox".  
**GEORGE C. KNOX, MAYOR**

**AGENDA ITEM**  
February 4, 2025

**Subject:** Missouri Coalition for Roadway Safety Grant

**Department:** Police

The Nevada Police Department has been awarded a grant from the Missouri Coalition for Roadway Safety to purchase three (3) traffic radar units.

This grant includes funds in the amount of \$5,619.39 for the equipment purchase. There is no local match requirement for this grant.

CCO Form: HS02  
Approved: 01/05 (BDG)  
Revised: 03/24 (TLP)  
Modified:

Award name/number: BPC-SW-H6-Z  
Award year: FY2025

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
SHOW ME ZERO PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of Nevada Police Department, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of \_\_\_\_\_ (hereinafter referred to as "County"); OR

Department of \_\_\_\_\_, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

\_\_\_\_\_, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) **PURPOSE:** The Commission has authorized State Road Funds to be used to support regional Show Me Zero activities. The purpose of this Agreement is to grant the use of such State Road Funds to the City.

(2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Show Me Zero Program: **Purchase three Talon stationary/moving mode handheld radar units with dash mounts.**

(3) **INDEMNIFICATION:** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(4) **INSURANCE:**

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an

authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION CLAUSE: The City shall also comply with all state and federal statutes applicable to the City relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees

or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) REIMBURSEMENT: With regard to work under this Agreement, the City agrees that funds to implement Show Me Zero activities shall only be available for reimbursement of eligible costs which have been incurred City. The City shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by City prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than five thousand six hundred nineteen and 39/100 dollars (\$5,619.39) for this Show Me Zero safety project.

(13) USE OF FUNDS: Any employee of City whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of City participates in activities prohibited by the Hatch Act, City shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(14) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The City shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(15) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(16) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The City shall refund any overpayments as determined by the final audit.

(17) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(18) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have

been duly authorized, directed and empowered to execute this Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the city of Nevada Police Department on 1-14-25 (DATE).

Executed by the Commission on January 21, 2025 (DATE).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF NEVADA  
POLICE DEPARTMENT

<u>Cynthia Dunaway</u> Title: District Traffic Engineer	By: <u>[Signature]</u> Title: <u>City Manager</u>
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ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Quote Number 00011030



Prepared By Tony Campos  
Phone (913) 428-3284  
Fax (913) 492-1703  
Email tcampos@kustomsignals.com

Address 10901 W 84th Terrace, Suite 100  
Lenexa, KS 66214  
Created Date 5/1/2024  
Expiration Date 8/1/2024

Quote To:

Name Captain Joshua Westerhold  
Bill To Name NEVADA POLICE DEPT  
Bill To 120 S ASH ST  
NEVADA, MO 64772-3117  
USA

Ship To Name NEVADA POLICE DEPT  
Ship To 120 S ASH ST  
NEVADA, MO 64772-3117  
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
1670	3.00	Directional Talon Stationary Mode w/ Corded Removable Handle, and Fastest	\$1,293.13	\$3,879.39
1690	3.00	Upgrade Falcon HR/Dir Talon with Moving Mode and Same Direction with Handle on dash mount	\$580.00	\$1,740.00

Totals

Subtotal	\$5,619.39
Shipping and Handling	\$0.00
<b>Total Amount</b>	<b>\$5,619.39</b>

\* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

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\*\*\* MISSOURI STATE CONTRACT (Shipping/Handling Included) \*\*\*

\*\*Options available but NOT INCLUDED in price total\*\*\* Please ADD if interested\*\*

CRS 1623 FHR/Talon Battery Handle w/ Standard Charger \$396

CRS 7010 FHR/Talon Battery Handle and Quick Charger w/AC and DC Power Cables \$500

CRS 1629 FHR/Talon Ruggedized Hard Carry case \$124

Quote Acceptance

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_