

AGENDA ITEM
September 5, 2023

Subject: Missouri Coalition for Roadway Safety Grant Purchase Request

Department: Police

The Nevada Police Department has been awarded a grant from the Missouri Department of Transportation under the Missouri Coalition for Roadway Safety program to purchase two (2) Stalker Radar Systems for the patrol division.

This equipment will replace existing radar systems that were obtained through a grant in 2010.

This grant includes funds in the amount of \$5,000 for the equipment purchase through an existing State of Missouri purchasing contract. There is no local match requirement for this grant.

RESOLUTION NO. 1732

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING PAYMENT TO APPLIED CONCEPTS, INC., RICHARDSON, TEXAS, FOR THE PURCHASE OF TWO (2) STALKER RADAR SYSTEMS

WHEREAS, the Nevada Police Department has been awarded a grant from the Missouri Department of Transportation under the Missouri Coalition for Roadway Safety Grant Program, and;

WHEREAS, this grant award is fully funded under the Missouri Coalition for Roadway Safety Program, under management of the Missouri Department of Transportation, and;

WHEREAS, this grant award will provide the Nevada Police Department with two (2) new Stalker Radar Systems to be installed in patrol division vehicles, and;

WHEREAS, this grant includes funding in the amount of \$5,000 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 approves the state bid of \$5,000 from Applied Concepts, Inc., Richardson, Texas for the purchase of two (2) Stalker Radar Systems.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri, this 5th day of September 2023.

(seal)

KENDALL R. VICKERS, MAYOR

ATTEST:

CYNTHIA DYE, CITY CLERK



3025 E. Kearney Street
Springfield, MO 65803
(417) 895-7600
www.savemolives.com

August 7th, 2023

RE: Show Me Zero Grant Process

Dear Coalition Member,

Thank you for your partnership to keep Missouri's roadways safe. We appreciate your collaboration with the Missouri Coalition for Roadway Safety in our goal towards zero fatalities on Missouri's roadways.

Your grant is being funded at the rate shown in the agreement. I know that you will put the funds to good use.

Moving forward, the next step is to have your agreement (contract) executed. Please:

- Review the attached agreement form.
- Have the agreement form signed by the proper individuals in your organization. (These are the people who have the authority in your organization to execute contracts.)
- Fill in the date on the last page of the contract form – it says, "Executed by the City/County/Department/Vendor this ___ day of _____, 20__."
- Send the original signed and dated copy to us by US postal service. We must receive your signed agreement by December 15th, 2023.

After your agreement is executed by the Coalition, we will email you a copy of the completed contract as well as the voucher for reimbursement submittal(s). Should you need to split up the payments into multiple transactions, you may submit multiple vouchers over the course of the grant. Each request for payment must include both the *voucher* **and** either an *invoice* or *receipt*. The voucher and invoice/receipt can be e-mailed to SWMOCoalition@modot.mo.gov. We must receive *all* documents by April 12th, 2024. Unclaimed grants will be awarded to fulfill other requests.

If you have any questions throughout the process, please contact me at SWMOCoalition@modot.mo.gov or (417) 829-8062.

Sincerely,

A handwritten signature in black ink that reads "Cindy Dunnaway". The signature is fluid and cursive, with the first name being more prominent.

Cindy Dunnaway, PE
District Traffic Engineer
MoDOT—SW District

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 01/22 (GH)
Modified: 07/23 (DH)

Award name/number: BPC-SW-C3-Z
Award year: 2024

**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:

Speed Enforcement Equipment

(3) INDEMNIFICATION :

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or 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.

(B) The City 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 MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) 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.

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.

(4) 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.

(6) 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.*).

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

(8) 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.

(9) 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.

(10) 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.

(11) 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 by 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 dollars (\$5,000.00) for this Show Me Zero safety project.

(12) 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).

(13) 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.

(14) 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.

(15) 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.

(16) 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.

(17) 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 on 8-7-2023 (DATE).

Executed by the Commission on August 15, 2023 (DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Cynthia Dummer

Title: District Traffic Engineer

NEVADA POLICE DEPARTMENT

By Paul Mitchell

Title City Manager

By Asya

Title Police Chief

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

By _____

Title _____

Ordinance No. _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Bart Hogue
+1-972-801-4864
barth@a-concepts.com

Reg Sales Mgr: Bill Johnson
972-398-3780
billj@stalkerradar.com

QUOTE
#2074153

Page 1 of 2

Date: 05/17/23

Effective From : 05/16/2023

Valid Through: 08/14/2023

Lead Time: 45 working days

Bill To: Nevada Police Department 120 S Ash St Nevada, MO 64772-3117	Customer ID: 015827 Accounts Payable	Ship To: Nevada Police Department 120 S Ash St Nevada, MO 64772-3117	<i>FedEx Ground</i> Deputy Chief Joshua Westerhold
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	805-0022-00	Dual - 2 Antenna Radar System	36	\$2,350.00	\$2,350.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	1	1	200-0998-40	Dual Enhanced Counting Unit, 1.5 PCB, FCC Filtered		\$0.00
	2	1	200-0996-30	Dual Modular Display, Bright LEDs		\$0.00
	3	2	200-1468-00	Dual DSR Ka Antenna		\$0.00
	4	1	200-0920-00	Dual SL Remote Control w/Screw Latch		\$0.00
	5	1	200-0769-00*	25 MPH/40 KPH KA Tuning Fork		\$0.00
	6	1	200-0770-00*	40 MPH/64 KPH KA Tuning Fork		\$0.00
	7	1	200-0243-00	Counting/Display Tall Mount		\$0.00
	8	1	200-0244-00	Antenna Dash Mount		\$0.00
	9	1	200-0245-00	Antenna Tall Deck Mount		\$0.00
	10	1	200-0648-00	Display Sun Shield		\$0.00
	11	1	155-2591-08	8 Foot Antenna Cable, IP67		\$0.00
	12	1	155-2591-16	16 Foot Antenna Cable, IP67		\$0.00
	13	1	155-2058-00	Power Cable W/Cigarette Plug		\$0.00
	14	1	200-0820-00*	Dual Manual Kit		\$0.00
	15	1	035-0361-00	Shipping Container, Dash Mounted Radar		\$0.00
	16	1	005-1468-00	Dual Certified Package		\$0.00
	17	1	060-1000-36	36 Month Warranty		\$0.00
	19	1	200-1503-00	Stalker Speed Module	\$175.00	\$175.00
Group Total						\$2,525.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
3	1	803-0002-00	Stalker II Moving Radar (MDR)	24	\$2,475.00	\$2,475.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	29	1	200-0672-00	Stalker II Moving Radar		\$0.00
	30	1	200-0922-00	Stalker II Ergonomic Remote Control, Screw Latch		\$0.00
	31	1	200-0944-11	Lithium Ion Battery Handle, SII, X-Series, Proll		\$0.00
	32	1	200-0839-00	Desktop Charger for LI-ION Battery Handle		\$0.00
	33	1	200-0769-00*	25 MPH/40 KPH KA Tuning Fork		\$0.00
	34	1	200-0770-00*	40 MPH/64 KPH KA Tuning Fork		\$0.00
	35	1	200-0701-00	Stalker II Long Dash Mount		\$0.00
	36	1	155-2232-00	Power Cable W/Cigarette Plug, Stalker II		\$0.00

** Continued on Next Page **

STALKER radar

applied concepts, inc.

QUOTE

#2074153

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Page 2 of 2

Date: 05/17/23

Inside Sales Partner:	Bart Hogue +1-972-801-4864 barth@a-concepts.com	Reg Sales Mgr:	Bill Johnson 972-398-3780 billj@stalkerradar.com
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
3	1	803-0002-00	Stalker II Moving Radar (MDR)	24	\$2,475.00	\$2,475.00
	Ln	Qty	Part Number	Description	Price	Ext Price
	37	1	200-0675-00*	Stalker II User Manual		\$0.00
	38	1	011-0069-00	Stalker II MDR Quick Reference		\$0.00
	39	1	035-0372-01	Hard Case w/Shipping Box, Sport2/Pro II/SDR		\$0.00
	40	1	060-1000-24	24-Month Warranty		\$0.00
Group Total						\$2,475.00

Product	\$5,000.00	Sub-Total:	\$5,000.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$5,000.00

MO State Contract: CC191825006

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This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.