



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The siren at the American Legion is in disrepair and is a safety hazard due to extensive damage to the pole from woodpeckers. It is already on the list for replacement, however, due to the hazard it presents, it needs to be replaced ahead of the others and as soon as possible. The vendor has stated that this is possible. The American Legion has several parking spaces blocked off due to the fall hazard and is losing patronage due to the inconvenient parking situation. Since they have allowed the use of their property, we would like to remedy this quickly.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="2022 GO Bond"/>	<input type="text" value="4815"/>	<input type="text" value="39,465.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Monroe County EMA Federal Signal Siren
Federal Warning Siren Quote
Site #13 American Legion

2024



Quote includes the following:

Here's a breakdown of what's included in the quote for a Full Site Replacement:

- A Rotating Electro-mechanical Siren with a 130dB rating
- A 50-foot class 2 wood pole
- A Motorola CM200d 40W UHF mobile radio
- Omni Antenna infrastructure
- A battery box and (4) batteries for backup power.
- Propagation Studies and Pre-Construction survey paperwork
- Installation Labor

Cost - \$37,965.00

Removal and disposal of old equipment

\$1,500.00

Proposal Acceptance

Proposed By:

Approved By:

ERS Wireless Joe Richardson

Print Name: _____

Print Name: Joe Richardson

Signature: _____

Signature: Joe Richardson

Terms and Conditions

Terms. Terms of payment are subject to the approval of Emergency Radio Service, LLC dba ERS Wireless hereinafter called ERS Wireless , credit department. Payment options: Cash with Order, Cash on Delivery or Net 30. Forms of payment include: Cash, Check, MasterCard, Visa or American Express.

Damage or Claim Loss. ERS Wireless responsibility for damage or loss in transit of goods purchased ceases upon delivery of the goods in good condition to the carrier and the buyer assumes all risk of damage and loss in transit. Claims for errors, deficiencies or imperfections shall not be considered unless made within ten (10) days after receipt of the goods against which claim is made. All claims must be made in writing and must expressly refer to the appropriate bill of lading and factory order numbers.

Any goods claimed defective shall be subject to inspection by ERS Wireless. Goods will not be taken back and repaired or replaced except by permission of ERS Wireless.

Cancellations. Orders placed with ERS Wireless may not be cancelled without the express written consent of ERS Wireless. Approved cancellations will be subject to; reimbursement of all ERS Wireless costs and associated with the order, including shipping and restocking charges.

Product Changes. In the interest of continuous product improvement ERS Wireless or any Manufacturers represented by ERS Wireless may fill orders with goods having improvements or changes that are not shown in ERS Wireless' price catalogs or printed matter.

Warranty. New equipment sold by ERS Wireless carries the Warranty of the manufacturer unless otherwise stated in the contract. These products must be properly installed, cared for, and operated under normal conditions, with competent supervision, and in accordance with the manufacturer's installation, operating and maintenance instructions.

ERS Wireless will not be responsible for performance deficiencies of the System caused by ancillary equipment, not furnished by ERS Wireless, attached to or used with the System provided hereunder. Additionally, ERS Wireless will not be responsible for System performance where the functionality is reduced for reasons beyond ERS Wireless' control including but not limited to i) the construction of a building that adversely affects the microwave path reliability or RF coverage; ii) the addition of additional frequencies at System sites that cause RF interference or intermodulation; iii) Customer changes to load usage and/or configuration outside the parameters originally specified; iv) any other act of parties who are beyond ERS Wireless' control, including Customer or its employees, contractors, consultants, or agents.

Replacement parts purchased from ERS Wireless are warranted for a period of 90 days from date of invoice against defects in material and workmanship. Parts furnished by ERS Wireless on a warranty basis are warranted only to the expiration date of the warranty of the product they are a part of.

This warranty supersedes and is in lieu of all other warranties express or implied, and no person, agent, or Representative is authorized to give any additional warranty on behalf of ERS Wireless or assume for ERS Wireless any other liability in connection with any supplied product.

No warranty is given in connection with used products and **equipment, or products or equipment altered or rebuilt, without ERS Wireless' or the manufacturer's** written approval, unless otherwise specified.

General Indemnity. ERS Wireless agrees to indemnify and hold Customer harmless from all liabilities which may accrue against Customer on account of direct physical damage to tangible property or personal injury to the extent the damage or injury is caused by ERS Wireless' negligence, the actions or negligent inactions of ERS Wireless, or that of its employees, subcontractors, or agents while on the Customer's premises during the delivery, installation, or testing of the Communications System pursuant to this Agreement.

ERS Wireless indemnification of Customer under this section will be the full extent of ERS Wireless' Indemnification of Customer from liabilities that are in any way related to ERS Wireless' performance under this Agreement.

ERS Liability. ERS Wireless will use its best efforts to fill all orders given and accepted but it shall not be responsible or liable for delays or defaults occasioned by strikes, fires, floods, differences with workmen, accidents, the exercise of governmental authority, inability to obtain, or shortage of, materials, fuel, labor or transportation, for any reason, and all causes unavoidable or beyond ERS Wireless' control. ERS Wireless will not be responsible for any consequential damages arising from the installation or lack of performance of the equipment supplied on the face of this order.

Assignability. This Agreement may not be assigned by either party without the prior consent of the other party except that ERS Wireless may assign the Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. No assignment will release the assigning party from its obligations hereunder.

Title. Title of goods shipped by ERS Wireless will remain its property until full payment is received. ERS Wireless reserves the right to repossess all goods and remove without legal process, and that any payments which may have been made on account of same shall be retained by ERS Wireless as liquidated damages without prejudice to its right of recovery of further damage it may suffer from any cause.

Waiver. ERS Wireless' failure to object to provisions contained in the customer's order or any other communications shall not be deemed a waiver of the terms or conditions hereof nor acceptance of such provisions. No representations or guarantees other than those contained herein shall be binding upon ERS Wireless unless in writing and signed by an authorized officer of ERS Wireless.

Taxes. Any taxes that may be imposed upon the sale of the goods covered by this agreement, whether by Federal, State or Local Government shall be paid by the buyer in addition to the specified purchase price.

Proprietary Rights. All plans, specifications, drawings, and engineering data devised or designed by ERS Wireless shall remain the exclusive property of ERS Wireless and shall not be reproduced or altered excepting upon the written consent of authorized representatives of ERS Wireless.

Governing Law. This agreement shall be construed in accordance with the laws of and shall be deemed to have been executed in Ligonier, Indiana, Noble County.

Final pricing depends on agreed upon Statement of Work, final bill of materials, shipping, and taxes. This document is a Budgetary Estimate developed by ERS Wireless Sales Engineering of Indianapolis, IN and shall not be copied or reproduced without the written consent of ERS Wireless Sales Engineering.