

RESOLUTION 2014-25

5-1-14

**RESOLUTION BY THE PUBLIC SAFETY AND HEALTH COMMITTEE
AUTHORIZING A FIVE YEAR CONTRACT WITH EMERGENCY COMMUNICATION
SYSTEMS, INC. TO PROVIDE MAINTENANCE SERVICES FOR THE EMERGENCY
WARNING SIRENS**

WHEREAS, the purpose of emergency warning sirens are to provide warning of approaching danger; and

WHEREAS, there are currently two emergency warning sirens located in the Village of Sturtevant; and

WHEREAS, the Village of Sturtevant Board of Trustees believes it would be in the best interest of the Village to provide annual maintenance to these sirens.

NOW THEREFORE, the Village Board of the Village of Sturtevant, Racine County, Wisconsin does hereby resolve:

1. That a contract with Emergency Communication Systems, Inc., of Freedom, Wisconsin, in the amount of \$500.00 per year for five years for the maintenance of the two emergency warning signals, as described in Exhibit A which is attached hereto and incorporated herein, is authorized and approved.
2. That the funds for said contract and said project shall be taken from account # 401-57140-830.
3. That the Village President and the Village Clerk are authorized to sign any agreements or other documents necessary to carry out the intent of this resolution.

Adopted by the Village Board of the Village of Sturtevant, Racine County, Wisconsin, this 6th day of May, 2014.

Village of Sturtevant

By _____
Steven Jansen, President

Attest _____
Mary Cole, Village Clerk

CONTRACT TO PROVIDE EMERGENCY SIREN MAINTENANCE SERVICES

(6 May 2014)

THIS CONTRACT made this 6th day of May, 2014, by and between Emergency Communication Systems, Inc. (hereinafter referred to as "**VENDOR**"), N4696 Vine Road, Freedom, WI 54130 and the Village of Sturtevant, Wisconsin, a Wisconsin municipal corporation, (hereinafter referred to as "**STURTEVANT**") is for a five (5) year contract dated 6 May 2014 and signed by both parties.

WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the parties agree as follows:

1 That **VENDOR** shall provide annual maintenance services for two Emergency Warning Sirens in **STURTEVANT** as described herein for a five (5) year period beginning May 6, 2014. Scope of work will include testing batteries, charging system, grease all articulating areas that require grease, check electronic board and head. Replacement parts and battery cost are not inclusive with this contract. If needed, the **VENDOR** will notify **STURTEVANT** to get approval and all associated cost for materials/parts will be billed to the **STURTEVANT** at time of installation. All of the terms and conditions that are set forth in the Estimate dated 31 March 2014 (Estimate #4367).

2. That **VENDOR** shall provide all necessary staff, lubricant materials and equipment to perform said services.

3. The services under this contract shall be provided as appropriate throughout the contract beginning May 6, 2014 and ending on December 31, 2018, unless otherwise extended. The cost is \$250 per siren per year or \$500 per year total for the duration of this contract.

4. **VENDOR** agrees to indemnify, defend, and hold harmless **STURTEVANT** and its officials, officers, and employees from and against any and all claims, damages, costs, and expenses (including reasonable attorney fees) arising out of or resulting from any alleged act or omission of **VENDOR** or its officials, officers, or employees relating to the services provided under the contract

5. Except as otherwise provided in this contract no change or modification of this contract or specifications shall be valid unless in writing and signed by both parties. This contract may not be assigned by either party without the written agreement of the other.

6. This contract supersedes all previous contracts, agreements and understandings, both oral and written, relating to the subject matter of this contract, and this contract constitutes the entire contract between the parties.

7. This contract shall be effective on the date of execution.

Emergency Communication Systems, Inc.

Village of STURTEVANT

By: _____
RICK VAN BYN HON
Owner

By: _____
STEVEN D. JANSEN
Village President

MARY A. COLE
Village Clerk