



Motion for the South Robertson Neighborhoods Council to Replace Motion GB042723-12 to purchase up to \$12,000 for a Radar Trailer with a Neighborhood Purchase Grant in the same amount to purchase a Radar Trailer with ancillary equipment for use by LAPD in the SORO NC Area.

Agenda Item: GB05 -
Date: May , 2023
Proposed By: Budget &
Include motion in Consent Agenda? Finance
Yes

Background

The South Robertson Neighborhoods Council Motion GB042723-12 was approved by the neighborhood council on April 27, 2023. It was presented to the Office of the City Clerk who returned it with the comment that this would more appropriately be submitted as a NPG. We have reworked the motion to fund this as an NPG through SORO Community Foundation, Inc.

Proposed Motion

The South Robertson Neighborhoods Council (SORO NC) moves to approve an NPG to SORO Community Foundation, Inc. to purchase a radar trailer with ancillary traffic and communications for use by LAPD ,in the SORO NC Area, for a total amount not to exceed \$12,000.00.

Michael Lynn
President

Ken Blaker
Vice-President

Terrence Gomes
Treasurer

Baila Romm
Secretary

Jon Liberman
Corresponding Secretary

**South Robertson
Neighborhoods Council**

PO Box 35836
Los Angeles, CA 90035

P: (310) 295-9920
E: info@soronc.org

soronc.org

Considerations

Committee review:
(Highly recommended)

Votes For: 3

Against: 0





Amount previously allocated in Committee's working budget: \$
(applies to funding motions only)

Arguments for:

Arguments against:

Quote Number 00005477



Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215
Created Date 5/18/2023
Expiration Date 7/28/2023

Quote To:

Name Terrence Gomes
Bill To Name South Robertson Neighborhoods Council
Bill To Los Angeles, CA 90035 USA
Ship To Name South Robertson Neighborhoods Council
Ship To Los Angeles, CA 90035 USA

Table with 5 columns: Product Code, Quantity, Product Description, Sales Price, Total Price. Rows include items like 'SLOW DOWN' Red LED violator alert, Timer, 50W Solar Panel, SMART 12 2nd 80 amp-hour group 24 marine battery, Traffic data computer, and SMART 12 RADAR trailer.

Totals

Summary table with 2 columns: Description, Amount. Rows: Subtotal (\$7,845.00), Shipping and Handling (\$696.00), Total Amount (\$9,286.28).

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

*****\$75 Lift gate charge will be added to the order if no loading dock or forklift at delivery site.*****

*****ADDITIONAL OPTIONS NOT INCLUDED IN TOTAL ABOVE*****

- Violator alert strobes with red/blue, blue/blue, white/white, red/red or red/white pairs. --\$350
Generic Trailer cover (12/18/18 HP) --\$45
Cable Lock --\$65
2" ball hitch coupler lock --\$50

Quote Acceptance

Signature _____
Name _____
Title _____
Date _____

Quote Number 00005477



Prepared By Amy Walker
Phone (913) 428-3285
Email awalker@kustomsignals.com

Address 10901 W 84th Terr Suite 100
Lenexa, KS 66215
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KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

1. APPLICABILITY. Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. PRICES AND TAXES. Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. PAYMENT. Unless otherwise provided on the face of the invoice, payment is due 30 days after invoice date in US dollars. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. DELIVERY AND PERFORMANCE. Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. LOSS IN TRANSIT. Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. TERMINATION, RESTOCKING CHARGES. Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. WARRANTY. Seller's warranty is provided separately.

8. LIMITATION OF LIABILITY. SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. INDEMNIFICATION. Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and re-selling the goods.

10. EXPORT RULES. Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. MISCELLANEOUS. These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

Quote Acceptance

Signature _____

Name _____

Title _____

Date _____