

**BOARD OF PUBLIC WORKS AND SAFETY  
Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

<b>Date Submitted:</b>	7/2/2025	<b>Meeting Date:</b>	7/7/2025
<b>Contact Information:</b>			
<b>Requested by:</b>	Rick Littleton		
<b>On Behalf of Organization or Individual:</b> City of Franklin			
<b>Telephone:</b>	(317) 736-3602		
<b>Email address:</b>	rlittleton@franklin.in.gov		
<b>Mailing Address:</b>	70 E Monroe St., Franklin, IN 46131		
<b>Describe Request:</b>			
Request approval of annual preventive maintenance agreement with ERS Wireless for warning sirens			
<b>List Supporting Documentation Provided:</b>			
Agreement			
<b>Who will present the request?</b>			
<b>Name:</b>	Rick Littleton	<b>Telephone:</b>	(317) 736-3602

*In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.*



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**\*\*\*PLEASE SEE ATTACHED SHEET FOR SERVICE PLAN DETAILS**

CITY **Franklin**

**IN**

46131

**1 CUST. PHONE #:**

1

**PO START DATE:**

**END**

H THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE PRINTED ON THE REVERSE SIDE. \*SEE DEFINITIONS BELOW

**DATE SERVICE ENDS:** **June 30, 2026**

Contract "Date Service Begins" reflects first date of billing on this contract. Units will be added to the contract as the warranty expires and as indicated under "Date to be Added to Contract".

**AUTOMATIC RENEWAL: SEE SECTION 8 IN THE TERMS AND CONDITIONS.**

DOES THIS AGREEMENT COVER EXISTING EQUIPMENT? **x** YES

**NO**

**x NEW AGREEMENT**

## RENEWAL AGREEMENT

**CUSTOMER SIGNATURE**

DATE \_\_\_\_\_

**CUSTOMER NAME PRINTED**

DATE \_\_\_\_\_

## ERS Contract Specialist

**Nikki Hanes**

DATE \_\_\_\_\_

6/19/2025

**ERS Sales Representative**

**Ashton Brandyberry**

DATE \_\_\_\_\_

6/19/2025

## SERVICE AGREEMENT TERMS AND CONDITIONS

This SERVICE AGREEMENT is subject to these terms and conditions:

(1) Definitions. For the purpose of brevity and uniformity all references to ERS Wireless in this agreement will be construed to mean Emergency Radio Service, LLC, dba ERS Wireless. All references to License shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by terms of this agreement.

### (2) Work

(a) Emergency Radio Service, LLC. (herein called ERS Wireless) agrees to provide service for the Licensee of the equipment described on the attached agreement beginning and ending on the dates indicated. ERS Wireless will maintain other units manufactured by Motorola or other and purchased by Licensee for the appropriate service fees and on the same terms and conditions set forth herein. Upon delivery of such to customer, the fees will be added at the next billing cycle after labor warranty. In the event of loss, damage or theft or removal from service of any units, the Licensee shall immediately report said loss, damage or theft or removal in writing to ERS Wireless. In the event, Licensee's obligation to pay service fees with respect thereto shall terminate at the end of the month on which ERS Wireless receives said report.

(b) Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at that time. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the attached agreement. Service shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electrical abuse, or misuse of the equipment, Acts of God, and fires. Work done for non-covered repairs will be billed at ERS Wireless' over contract rates applicable for such work. Equipment under contract must be maintained in environmental conditions as set out in their specifications and damage resulting from environmental conditions not conforming to said specifications are likewise not covered.

(c) Where telephone lines and equipment are used in conjunction with ERS Wireless maintained equipment, ERS Wireless shall have no obligation or responsibility for such lines or equipment but will, upon request, assist the Telephone Company in repairing such upon payment of appropriate over contract rate.

(d) Licensee will indicate on the reverse side any equipment which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.

(e) At the end of twelve (12) months of service or any time thereafter, if individual item(s) cannot in ERS Wireless' opinion be properly or economically repaired on-site due to excessive wear or deterioration, ERS Wireless may supply the customer with a quote for reconditioning by ERS Wireless. If the customer does not elect to have the equipment reconditioned, or if reconditioning is impractical due to equipment age or availability of replacement parts, ERS Wireless may withdraw such item(s) from this Agreement upon ninety (90) days prior written notice.

(3) Service Standards. The equipment will be serviced by ERS Wireless in accordance with these standards; (i) original manufacturer's parts or parts of equal quality will be used; (ii) the equipment will be serviced at levels necessary to provide the required communications; and (iii) routine service procedures prescribed from time to time by ERS Wireless for its equipment will be followed.

### (4) Time and Place of Service Work

(a) Service work shall be done at the location specified on the reverse side. Where service is to be performed at the location of the equipment, the Licensee shall furnish shelter, heat, light and power at these locations. Licensee shall notify ERS Wireless immediately of equipment failure and allow ERS Wireless full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site access requirement. The Licensee will allow ERS Wireless to use necessary machines, communications facilities, features and other equipment (except as normally supplied by ERS Wireless) at no charge. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the reverse side of this Agreement.

(b) Service shall be performed under this agreement when the ERS Wireless service shop is notified during the Call Window set out on the Reverse side.

(5) Payment. On or about the date each payment is due as set forth on the reverse side of this Agreement, ERS Wireless will send the Licensee an invoice covering the service fees for the next Payment Period. All other charges shall be billed monthly, and the Licensee shall pay the amount of said invoice within thirty (30) days of its date, to ERS Wireless, at the ERS Wireless Billing Office. Each invoice shall be due and payable whether or not the equipment is operating, and ERS Wireless may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to E.R.S.

(6) Revision of Fees. Prior to an Anniversary of the "Date Service Ends" indicated on the reverse side of the Agreement, ERS Wireless may at any time revise the service fees set forth on the reverse side hereof by giving the Licensee written notice of the amount of the increase at least sixty (60) days in advance of that date. Upon receipt of any such notice, Licensee may terminate this agreement as provided herein; otherwise the new fees shall become effective on the Anniversary date. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.

(7) FCC Records. Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. ERS Wireless will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aid in meeting the requirements.

(8) Automatic Renewal. After the "Date Service Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 year, provided that either ERS Wireless or the Licensee may terminate this agreement on the "Date Service Ends" or any Anniversary thereof upon thirty (30) days written notice to the other party sent by certified mail to the address indicated hereon.

(9) Laws and Regulations. The agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.

(10) Waiver. Failure or delay on the part of ERS Wireless of the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

(11) Prior Negotiations. This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

User: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

## **EXHIBIT A: ERS SIREN SITE PREVENTATIVE MAINTENANCE PROGRAM**

### **Annual PM of all (8) siren sites to include:**

- \* Check of ground equipment (control stations, computers, repeaters, etc.)
- \* Check of the transmitter frequency deviation, power output, forward & reflected power, and antenna system
- \* Check of the grounding system
- \* Siren head inspection & maintenance
- \* Receiver sensitivity will be checked and transmit & receive audio levels will be set
- \* Visual inspection of each box for rust. If rust is found, spray paint will be applied to match the existing color as closely as possible.
- \* Fuses, belts, screws, and wiring connectors will be included if they need to be replaced (all other parts & materials, if required, will be an additional charge)
- \* Lift charges
- \* Annual report per site, including pictures, provided to customer upon completion of all PMs
- \* Post-PM report to customer detailing individual items needing replaced within the next calendar year and their associated budgetary cost

### **Battery Maintenance to include:**

- \* Load test to ensure peak operating efficiency
- \* Check for leaks & corrosion
- \* Check output amps & voltage

***\*\* Siren Preventative Maintenance Plan will include PM Labor Only -- no repair parts, battery replacements, labor service & travel charges to complete repairs or cost of manufacturer-specific technicians is included\*\****