

# Participating Addendum Number PB-JA-25-02

for

## POLICE RADAR/LIDAR SPEED ENFORCEMENT & ACCIDENT SCENE RECONSTRUCTION

between

Town of Davie

and

Kustom Signals, Inc.

This Participating Addendum is entered into by [Participating Entity] ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 24823, executed by Contractor and the State of Washington ("Lead State") for Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction ("Master Agreement"):

Kustom Signals, Inc. ("Contractor")  
10901 W 84<sup>th</sup> Terrace  
Suite 100  
Lenexa, KS 66214

### I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Jim Lindquist  
Marketing and Sales Support Manager  
sales@kustomsignals.com  
(913) 492-1400

Participating Entity's contact for this Participating Addendum is:

Jeremy Stone  
Police Major  
jstone@davie-fl.gov  
(954) 693-8354

II. **TERM.** This Participating Addendum is effective as of the date of the last signature below or 10/01/2024 whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. **PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities/towns, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

IV. **GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

V. **SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors,

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Between **Town of Davie** and  
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resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

**Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- VIII. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Town of Davie Cooperative or Piggyback Agreement
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- |                                                                      |                                 |
|----------------------------------------------------------------------|---------------------------------|
| For Contractor:                                                      | For Participating Entity:       |
| Jim Lindquist                                                        | Town of Davie                   |
| Marketing and Sales Support Manager                                  | Attention: Procurement Division |
| <a href="mailto:sales@kustomsignals.com">sales@kustomsignals.com</a> | 8800 SW 36 <sup>th</sup> St     |
| (913) 492-1400                                                       | (954) 797-1131                  |
- X. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org). The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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Between **Town of Davie** and  
**Kustom Signals, Inc.**

**SIGNATURE**

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

**CONTRACTOR:**

Chris N. Abel  
**Signature**

Chris Abel  
**Printed Name**

President  
**Title**

10/29/2024  
**Date**

**PARTICIPATING ENTITY:**

Brian K. O'Connor  
**Signature**

O'Connor, Procurement Manager  
**Printed Name**

Procurement Manager  
**Title**

Date: 2024.11.14 08:00:09 -05'00'  
**Date**

**COOPERATIVE OR PIGGYBACK AGREEMENT**  
**BETWEEN THE TOWN OF DAVIE**  
**AND KUSTOM SIGNALS INC.**

**THIS AGREEMENT** is entered upon the date of the final signature below by and between the TOWN OF DAVIE, FLORIDA a political subdivision of the State of Florida, 8800 SW 36th Street Davie, Florida 33328, hereinafter referred to as the "TOWN", and KUSTOM SIGNALS INC. a corporation organized and existing under the laws of the State of Kansas, with offices at 10901 W 84<sup>th</sup> Terrace, Suite 100 Lenexa, KS 66214 hereinafter referred to as the "CONTRACTOR".

***WITNESSETH:***

**WHEREAS**, the TOWN has determined that it is in its best interest to make a cooperative purchase, utilizing NASPO Value Point Cooperative Master Agreement Number 24823, effective September 1, 2024, through August 31, 2027, titled Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction attached hereto and made a binding part hereof by this reference. The contract includes the solicitation Terms and Conditions, Specifications/ Scope of Work, Required Forms, associated addenda, and the Contractor's solicitation response, hereinafter referred to as "COOPERATIVE CONTRACT"; and

**WHEREAS**, the "COOPERATIVE CONTRACT" was competitively solicited and negotiated by the State of Washington. The CONTRACTOR has exhibited by its response to Competitive Solicitation No. 24823 that it is capable of providing the required services and agrees to provide the required services to the TOWN; and

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation and to be bound by the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, the parties agree as follows:

**SECTION 1.   DEFINITIONS**

The following terms in the COOPERATIVE CONTRACT are hereby re-defined for purposes of this agreement as follows:

**SECTION 2.   CONTRACT NUMBER**

The Town of Davie's Contract titled Police Radar/Lidar Speed Enforcement & Accident Scene Reconstruction will be referenced as Contract Number PB-JA-25-02.

**SECTION 3.   EFFECTIVE DATE**

This Contract is effective upon the date of the final signature below.

**SECTION 4. RENEWAL OF AGREEMENT**

The TOWN reserves the right to extend the COOPERATIVE CONTRACT for up to twenty-four (24) additional months. Any extension, amendments, and modifications may be handled administratively.

**SECTION 5. PRODUCTS AND PRICING**

The CONTRACTOR will provide to the TOWN products and pricing as specified in the COOPERATIVE CONTRACT.

**SECTION 6. CONTRACT PROVISIONS**

The parties hereto agree to be bound by all of the terms and conditions of the COOPERATIVE CONTRACT unless otherwise modified, supplemented or specified herein.

**SECTION 7. NOTICE**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the TOWN and the CONTRACTOR. All notices required to be given to the TOWN or the CONTRACTOR pursuant to this Agreement shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

TOWN: Town of Davie, Florida  
Attention: Procurement Division  
8800 SW 36th St  
Davie, FL 33328

CONTRACTOR: Kustom Signals Inc.  
10901 W 84<sup>th</sup> Terrace, Suite 100  
Lenexa, KS 66214

**SECTION 8. APPLICABLE LAW, VENUE, JURY TRIAL**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to pursue legal action regarding this Agreement, the exclusive jurisdiction for any litigation arising from this contract shall be in the seventeenth judicial circuit in and for Broward County, Florida. The parties hereby waive their right to trial by jury in any

action, proceeding or claim arising out of this Agreement which may be brought by either of the parties hereto.

#### **SECTION 9. MODIFICATION**

The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

#### **SECTION 10. CONFLICT**

To the extent that any conflict shall arise between the TOWN Purchase Order or this Agreement and the terms and conditions of the COOPERATIVE CONTRACT, the terms and conditions of this Agreement and/or the TOWN Purchase Order shall prevail.

#### **SECTION 11. FUND AVAILABILITY AND USE OF CONTRACTOR**

Services to be performed in accordance with this Agreement are subject to and contingent upon the annual appropriation of funds by the TOWN. In its sole discretion, the TOWN reserves the right to forego use of the CONTRACTOR for any project which may fall within the scope of services listed herein.

#### **SECTION 12. EQUAL OPPORTUNITY EMPLOYER**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

#### **SECTION 13. AUDITING, RECORDS, AND INSPECTION**

The Town reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to the Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to the Agreement and upon request make them available to the Town for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards at no cost to the Town.

The Town, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of the Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents,

papers and records and those of its subcontractors and suppliers which apply to all matters of the Town as needed. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to the Agreement.

The Contractor agrees to grant access to the Town's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

Contractor agrees to comply with public records laws. This includes but is not limited to:

1. Keep and maintain public records as required by the Florida Statutes.
2. Upon request from the Town Clerk, provide the Town of Davie with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the applicable Florida Statutes.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost to the Town all public records in possession of the contractor or keep and maintain the public records as required by the Florida Statutes.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the custodian of public records at 954-797-1000, [Evelyn\\_Roig@davie-FL.gov](mailto:Evelyn_Roig@davie-FL.gov), 8800 SW 36th St, Davie, FL 33328.**

#### **SECTION 14. TERMINATION**

- a. Termination for Convenience: This Agreement may be terminated by the TOWN for convenience, upon seven (7) days written notice by the TOWN to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. Contractor acknowledges and agrees that ten dollars (10.00) of the compensation to be paid by TOWN, the receipt and adequacy of which is hereby acknowledged by Contractor is given as specific consideration to Contractor for TOWN's right to terminate this Agreement for convenience.
- b. Default by Contractor: In addition to all other remedies available to the TOWN, this Agreement shall be subject to cancellation by the TOWN for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or

requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

#### **SECTION 15. INDEMNIFICATION**

- a. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of Section 17.2 and 17.3 of the COOPERATIVE CONTRACT shall survive indefinitely.
- b. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

#### **SECTION 16. BUDGETARY CONSTRAINTS**

In the event the TOWN is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### **SECTION 17. SCRUTINIZED COMPANIES**

Pursuant to Florida Statute § 287.135, Contractor certifies that the company is not participating in a boycott of Israel. Contractor also certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

#### **SECTION 18. INSURANCE**

The Town of Davie shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

#### **SECTION 19. INSPECTOR GENERAL AND ETHICS**

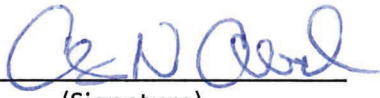
In accordance with Section 10.01 of the Broward County Code of Ordinances, the Contractor understands that this Contract may be subject to investigation and/or audit by the Broward County Inspector General. The Contractor understands and agrees to his obligations under this ordinance. The Contractor further understands and agrees that in addition to all other

remedies and consequences provided by law the failure of the Contractor or its subcontractors to fully cooperate with the Inspector General, when requested, may be deemed by the Town to be a material breach of the Contract justifying its termination.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement

upon the date of the final signature below.

**KUSTOM SIGNALS INC**

By:   
(Signature)

Name: Chris Abel  
(Print)

Title: President

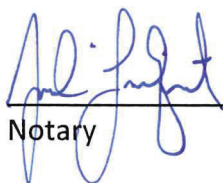
Date: 10/29/2024

STATE OF Kansas

COUNTY OF Johnson

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29<sup>th</sup> day of October, 2024 by Chris Abel who is personally known to me.



  
Notary

10/29/2024  
Date

**TOWN OF DAVIE**

**Brian K. O'Connor,**  
By: Procurement Manager

Digitally signed by Brian K. O'Connor,  
Procurement Manager  
Date: 2024.11.14 08:00:59 -05'00'

Brian K. O'Connor, Procurement Manager