



FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Board Chair - District 3
Linda C. Gearheart, Vice-Chair - District 1
Dr. Chandra Varia, Member- District 2
Keith Smallwood, Member - District 4
Steve Slone, Member - District 5

Consent Agenda Item (Action Item):

Consider/Approve agreement to partner with CDP/MapSync to map and sub-address Floyd County Schools in compliance with requirements of Senate Bill 2.

Applicable State or Regulations:

KRS 162.90 General Powers and Duties of the Board

Fiscal/Budgetary Impact:

One-time cost of the project of 15,500 will be covered by the Kentucky School Safety Grant received annually. Any and all yearly or recurring cost will be covered and paid by the Floyd County 911 Center.

History/Background:

This program satisfies the Kentucky Senate Bill 2 requirements for mapping of schools. This agreement will provide sub-mapping and improved emergency response for First Responders responding to the BOE maintained campuses as well as the BOE building.

Recommended Action:

Approve MOU as presented.

Contact Person(s):

Thomas Gearheart, Chief Safety Officer 606-886-2354

Director

Superintendent

Date:

July 15, 2024



PRESTONSBURG POLICE DEPARTMENT

200 North Lake Drive – Prestonsburg, Kentucky 41653

(606) 886-1010 – (606) 886-1044 Fax

Ross C. Shurtleff, Chief of Police – ross.shurtleff@prestonsburgpd.com

Captain John P. Begley, Operations Commander – john.begley@prestonsburgpd.com

Captain H. Nick Bingham, Administrative Commander – nick.bingham@prestonsburgpd.com

Thomas Gearheart

Chief Safety Officer

Floyd County Board of Education

July 15, 2024

Re: FCS Mapping and Addressing Project

Ross C. Shurtleff

Chief of Police

Prestonsburg/Floyd County 911 Administrator

Dear Tommy,

Following the several meetings we have had regarding the potential mapping and addressing of all FCS campuses, I am beyond excited about the growing relationship our two organizations enjoy with one common goal: The safety of the Faculty, Staff, and Students of Floyd County Schools.

Mapping and (sub) addressing our school buildings will allow for endless possibilities in expediting response and safety of our first responders within Floyd County Schools, and as the infrastructure with CDPMapSync is already in place, we are that much closer to being ahead of the curve on this now mandated requirement within Kentucky Schools.

While addressing and mapping is a costly endeavor, it is one that proves integral in emergency response and safety. Prestonsburg/Floyd County 911 maintains a constant workload and revolving project with addressing and mapping I, having made over 12,000 additions and corrections to Floyd county mapping in the last year.

As we maintain that project, I can confirm that once the Floyd County BOE completes the initial phase of mapping and addressing its campuses, Prestonsburg/Floyd County 911 and its affiliates will maintain the project from that point forward, including the recurring cost thereof as part of its constant work on Floyd County Mapping. I believe this partnership will allow for endless possibilities for safety at a responder level within your schools.

If I can be of further assistance, please don't hesitate to call.

Respectfully submitted,

Ross C. Shurtleff

Chief of Police, Prestonsburg/Floyd County 911 Administrator

This Terms and Conditions of Sale ("Agreement") applies to the undersigned customer's ("Customer") purchase of goods, equipment or products ("Product" or "Products") from CDP Engineers, INC, a Kentucky s-Corporation (CDP), as designated on the associated order ticket (the "Sales Order").

1. SCOPE AND PRICE QUOTES. Every Sales Order placed with CDP is conditioned on and confirms Customer's acceptance of these terms and conditions. The terms and conditions set forth herein apply to any other transactions between Customer and CDP in which a written Sales Order and/or Agreement fails to be signed. Written price quotes by CDP will remain open for acceptance for the number of days stated in the price quote. Unwritten price quotes shall not be binding on CDP.

2. DELIVERY. CDP's delivery dates are approximate. CDP will maintain delivery schedules as closely as possible, but all advance shipping dates are best estimates only. CDP will not be liable for delays in delivery, nor shall CDP be liable for other defaults in performance which arise from causes beyond CDP's control, including, without limitation, force majeure events. CDP assumes no liability for loss or consequential damages due to delivery delays. Unless otherwise stipulated by the parties, delivery of the Products to the Customer or Products returned to CDP shall be made FOB Destination. The Customer has the duty to inspect all Products, including any special-order configurations, upon delivery or pick-up.

3. CREDIT AND SECURITY AGREEMENT. All Customer purchases must be paid in cash, unless an authorized CDP representative authorizes a credit sale in writing. If credit is extended to Customer, payment terms shall be in accordance with the Sales Order and in no case will be longer than net twenty (20) days from invoice. CDP may extend or deny credit to Customer, in the sole and absolute discretion of CDP. If Customer desires payment terms from CDP, it agrees to fully and truthfully execute CDP's Credit Application. In connection with the extension of credit, CDP may require one or more of the following to secure payment: a security deposit, delivery of an irrevocable letter of credit, and personal guaranty(s). This Agreement and the Sales Order create a purchase money security interest in the Products and shall constitute a security agreement for all purposes under the Uniform Commercial Code. CDP retains a purchase money security interest in the Products, including all additions, accessions, and accessories to and replacements thereof, to secure performance of all Customer's financial obligations. CDP is authorized to file a financing statement or any additional documents necessary to perfect its purchase money security interest in said Products. If CDP approves credit for a particular Sales Order, it does not require that CDP extend credit for subsequent Sales Orders.

4. CUSTOMER PAYMENTS; INTEREST CHARGE. All payments must be in U.S. currency. No discount will be granted for advance payment. CDP shall be entitled to set-off, offset and deduction for prior debt balances in Customer's account. Customer shall not withhold or set off from any amounts due to CDP for any amounts claimed to be owed by CDP to the Customer for any reason whatsoever. If total payment is not made on or before the specified due date, the Customer agrees to pay service charges on all overdue sums owing to CDP at the rate of one percent (1%) per month until the date on which payment is made in full.

5. TAXES. Prices do not include foreign or domestic sales, use, excise or similar taxes. Consequently, in addition to prices specified herein, the amount of any present or future sales, use, excise or other general or specific tax, import or export tariffs, duties or penalties or other governmental charges fixed or imposed by any lawful authority(s) upon or applicable to the production, sale, shipment, delivery, rental or use of the Products sold hereunder shall be added to the price and be paid by the Customer, or in lieu thereof, Customer shall provide CDP with a tax exemption certificate acceptable to the taxing authorities. If any such tax is paid by CDP, Customer shall reimburse CDP upon presentation of invoice.

6. CANCELLATION. Cancellation of all or part of a Sales Order through no fault of CDP will only be permitted if such cancellation is signed by an authorized CDP representative, which cancellation may be granted in the sole and absolute discretion of CDP. Under no circumstances shall a cancellation be permitted if received less than 30 days before the scheduled delivery date. If cancellation is agreed to by CDP, the Customer may be subject to a charge for any special work performed.

7. RETURNS. No Product may be return without CDP's prior written consent, which consent may be withheld by CDP in its sole discretion. No returns will be accepted for special order Products. Returns must be shipped prepaid by the Customer in the original boxes and packaging materials, unless otherwise approved by an authorized CDP employee. Customer must enclose a packing slip or note containing his name, address, phone number and description of the problem with any returns. All returns are subject to a minimum fifteen percent (15%) restocking charge. Freight and transportation charges for returned Products shall be the responsibility of the Customer.

8. OPERATIONAL AND SAFETY RESPONSIBILITY. The Customer is required to completely read and understand all operational guidelines and safety warnings provided by the manufacture. The Customer agrees to rely upon the manufacturer's customer service departments, websites, social media, and other manufacturer literature for purposes of training, instruction and operating. CDP only

provides limited initial training with respect to the Products. CDP may provide more extensive training, performed on a fee basis. Additionally, Customer must read the Product specifications and limitations prior to purchase. The Customer, and not CDP, bears the risk that a Product does not satisfy the Customer's specific expectations or demands. Any calibration of a Product is guaranteed to be within manufacturer specifications as of the time a Product leaves CDP. The Customer assumes the responsibility to maintain the calibration accuracy thereafter and releases CDP of all liability if the calibration is disturbed. CDP shall provide notice to the Customer at the address listed on the Sales Order.

9. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.

CDP does not provide any express or implied warranties for the Products. The Customer shall look to the manufacturer's warranty policy as specified in the sales literature and/or in the instruction manual in effect at time the order is placed. The foregoing states CDP'S entire liability, and Customers exclusive remedies, relating to the use or performance of the Products, except as otherwise expressly provided herein, the Product, accompanying documentation and materials are provided "As-Is" and without express or implied warranty of any kind by CDP, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose, title and noninfringement. CDP's liability is limited to servicing or adjusting any returned Products and replacement of any defective parts during the manufacturer's warranty period. CDP shall not be responsible, obligated, or liable for any injury or damage resulting from an application or use of the Products, either singly or in combination with other products. CDP shall not be liable for damages, including but not limited to incidental, consequential, indirect or special damages arising out of or in connection with the use or performance of the products or arising out of acceptance of the sales order.

10. ATTORNEYS FEES; INDEMNIFICATION. If suit or other proceedings shall be brought against the Customer for recovery of the purchase price or any unpaid balance or the breach by Customer of any term of this Agreement, Customer shall pay to CDP, in addition to any damages provided by law, reasonable attorneys' fees and costs of collection. Customer agrees to indemnify and hold CDP harmless from and against any and all causes of action, claims, damages, charges, complaints, liabilities, obligations, costs, losses, debts, and expenses suffered by it which directly or indirectly result from, relate to, arise out of, or are attributable to: (a) any inaccuracy in any representation or breach of any warranty contained herein by Customer; (b) any failure by Customer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or

observed by it under this Agreement; or (c) any unauthorized use of, or changes to, the Products.

11. PRODUCT MODELS AND SPECIFICATIONS. The goods offered by the manufacturers represented by CDP change from time to time and CDP may not carry all manufacturer goods at all times. Customer acknowledges that models may be discontinued at any time without prior notice and replacement parts may not always be or remain available. CDP has no obligation to retain previous offerings or to incorporate modifications to Products sold previously.

12. USE OF DATA. Customer shall treat as confidential all drawings and data submitted by CDP pertaining to price, size, and design. Customer shall not give or show such drawings or data to others under any circumstances, unless specifically approved by an authorized CDP employee. All such drawings and data shall remain CDP's property.

13. NOTICE. Any notice sent to CDP shall be sent to CDP Engineers, 3250 Blazer Parkway, Lexington, Kentucky 40509.

14. GENERAL. This Agreement and the Sales Order shall be governed by and construed in accordance with and governed by the law of the state of CDP's accepting office, as if it were executed and performed entirely within the State of CDP's accepting office and shall be construed to be between merchants. Any assignment of the Agreement and Sales Order or any rights or obligations thereunder by Customer without the prior written consent of CDP shall be void. Except as expressly provided to the contrary in writing, the provisions of the agreement between Customer and CDP are for the benefit of the parties hereto and not for any other person. No waiver by CDP of any breach of any provision of the Agreement or Sales Order will constitute a waiver of any other breach. The terms and conditions set forth herein and in the Sales Order contain all the representations, stipulations, warranties, agreements and understandings with respect to the subject matter of the agreement between the Customer and CDP, and its execution has not been induced by any representation, stipulation, warranty, agreement or understanding (including any course of prior dealings between the parties hereto) of any kind other than those set forth above. No waiver, modification, or addition to these terms and conditions, or any assignment of Customer's rights or obligations hereunder, shall be valid or binding on CDP unless in writing and signed by an authorized CDP representative. A Sales Order may not be modified except in writing by an authorized employee. CDP reserves the right to correct clerical errors.