



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 6

1445 Ross Avenue, Suite 1200
Dallas, Texas 75202 - 2733

JUL 19 2018

Via Certified Mail (Return Receipt # 7015 3430 0000 5839 9575) and Email

Erin Billings
Environmental Manager
OK Foods Inc.
P.O. Box 1787
Ft. Smith, AR 72902
Erin.Billings@okfoods.com

Re: EPCRA § 313 Consent Agreement & Final Order
OK Foods Inc., Docket No. EPCRA-06-2018-0506

Dear Ms. Billings:

Enclosed is the fully executed Complaint and Consent Agreement & Final Order (CAFO) which has been filed with the Regional Hearing Clerk. The date of filing is stamped in the top right corner of the CAFO. OK Foods has 30 days from the date of filing to submit the civil penalty of \$1,243.00 in the manner described in Section IV beginning on page 5. As a penalty condition of settlement, OK Foods has elected to conduct a Supplemental Environmental Project (SEP). Proof of satisfactory completion of the SEP is due to this office within 60 days of the date of filing

Should you have any questions, please contact David Riley at (214) 665-7298 or riley.david@epa.gov. Thank you for your assistance with this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "C. Seager", with a long horizontal flourish extending to the right.

Cheryl T. Seager
Director
Compliance Assurance and
Enforcement Division

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

FILED
2018 JUL 12 AM 10:12
REGIONAL HEARING CLERK
EPA REGION VI

IN THE MATTER OF:

OK FOODS INC.
FORT SMITH, ARKANSAS

RESPONDENT

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DOCKET NO. EPCRA-06-2018-0506

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Compliance Assurance and Enforcement Division, United States Environmental Protection Agency (EPA), Region 6 (Complainant), and OK Foods Inc. (Respondent), in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties pursuant to Section 325(c) of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11045(c), is simultaneously commenced and concluded by the issuance of this CAFO against Respondent pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3).

2. For the purposes of this proceeding, Respondent admits the jurisdictional allegations herein; however, Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

3. Respondent explicitly waives any right to contest the allegations and its right to appeal the Final Order set forth herein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. The EPA and Respondent agree that the settlement of the relevant matters without litigation will save time and resources, that it is in the public's interest, and that the entry of this CAFO is the most appropriate means of resolving such matters. Compliance with all the terms and conditions of this CAFO shall resolve only the violation that is set forth herein.

5. Respondent consents to the issuance of this CAFO, and to the assessment and payment of the stated civil penalty in the amount and by the method set forth in this CAFO.

6. Respondent represents that it is duly authorized to execute this CAFO and that the party signing this CAFO on behalf of Respondent is duly authorized to bind Respondent to the terms and conditions of this CAFO.

7. Respondent agrees that the provisions of this CAFO shall be binding on its officers, directors, employees, agents, servants, authorized representatives, successors, and assigns.

8. Respondent hereby certifies that as of the date of the execution of this CAFO, OK Foods Inc. has corrected the violation alleged in this CAFO, and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

II. STATUTORY AND REGULATORY BACKGROUND

9. Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. §§ 372.22 and 372.30 require the owner or operator of a facility that: (a) has ten or more full-time employees; (b) that is an establishment with a primary Standard Industrial Classification (SIC) major group or industry code listed in 40 C.F.R. § 372.23(a), or a primary North American Industry Classification System (NAICS) subsector or industry code listed in 40 C.F.R. §§ 372.23(b) or (c); and (c) manufactured, processed, or otherwise used a toxic chemical listed under Subsection 313(c) of EPCRA and 40 C.F.R. § 372.65, in excess of the threshold amounts established under Subsection 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. §§ 372.25, 372.27, or 372.28 during the preceding calendar year; to complete and submit a toxic chemical release form (Form R or Form A) to the Administrator of the EPA and to the State in which the subject facility is located by July 1, for each toxic chemical known by the owner or operator to be manufactured, processed, or otherwise used in amounts exceeding the established threshold amount during that preceding calendar year.

10. According to Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. § 372.25, the threshold amount for reporting under Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.30, is 25,000 pounds for any toxic chemical manufactured or processed, and 10,000 pounds for any toxic chemical otherwise used for the applicable calendar year. Alternative reporting thresholds are set forth in 40 C.F.R. § 372.28.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

11. Respondent is a corporation incorporated under the laws of the State of Arkansas and is authorized to do business in the State of Arkansas.

12. Respondent is a "person" as that term is defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

13. Respondent owns and operates a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), at 700 South B Street, Fort Smith, Arkansas, 72901.

14. The facility had ten (10) or more "full-time employees" as that term is defined by 40 C.F.R. § 372.3, for calendar year 2014.

15. The facility's primary NAICS industry code 311119 (Other Animal Food Manufacturing) is included in the subsector 311 (Food Manufacturing), which is listed in 40 C.F.R. § 372.23(b).

16. Formaldehyde is a "toxic chemical" within the meaning of 40 C.F.R. §§ 372.3 and 372.65.

17. During the 2014 calendar year, formaldehyde was "processed" as that term is defined by 40 C.F.R. § 372.3, at the facility. As such, Respondent is subject to the regulatory and statutory provisions cited herein.

18. An inspection of the facility was conducted on August 3, 2017, by a duly authorized representative of the EPA's Region 6 office. Based on information provided by the Respondent, the following violation is alleged.

B. VIOLATION

Failure to Timely Report Formaldehyde for 2014

19. During the 2014 calendar year, Respondent processed 30,470 pounds of formaldehyde at the facility, in excess of the 25,000-pound threshold amount.

20. Respondent did not submit a Form A for formaldehyde by July 1, 2015.

21. Therefore, the Respondent violated Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30 by failing to submit a Form A for formaldehyde for the 2014 calendar year to the EPA and to the State of Arkansas by the applicable due date.

IV. TERMS OF SETTLEMENT

A. CIVIL PENALTY

22. For the reasons set forth above, Respondent has agreed to pay a civil penalty which has been determined in accordance with Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), which authorizes the EPA to assess a civil penalty of up to \$55,907 per day for each violation of EPCRA.^[1] Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the nature, circumstances, extent and gravity of the alleged violation, and with respect to Respondent, ability to pay, lack of prior EPCRA Section 313 violations, the degree of culpability, agreement to perform a Supplemental Environmental Project (SEP), economic benefit or savings (if any) resulting from the violation, cooperation, institution of corrective

^[1] The amount of penalty that can be assessed under Section 325(c) of EPCRA, 42 U.S.C. § 11045(c) was increased by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 codified at 40 C.F.R. Part 19.

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actions, and other factors as justice may require, it is ordered that Respondent be assessed a civil penalty of **One Thousand, Two Hundred and Forty-Three Dollars (\$1,243.00)**.

23. Within thirty (30) days of the effective date of this CAFO, Respondent shall pay the fully-assessed civil penalty of \$1,243.00 by check or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal Service mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal Service mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check should be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

For overnight mail (non-U.S. Postal Service), the check should be remitted to:

U.S. Bank
Government Lockbox 979077
US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

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For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

PLEASE NOTE: Docket number EPCRA-06-2018-0506 shall be clearly documented on or within the chosen method of payment to ensure proper credit. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference Respondent's name and address, the case name, and docket number of the CAFO. Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

David Riley
Waste Compliance III Section (6EN-H3)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Respondent's adherence to this request will ensure proper credit is given when penalties are received by the EPA.

24. Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

25. If the Respondent fails to submit payment within thirty (30) days of the effective date of this Order, Respondent may be subject to a civil action pursuant to Section 325(f) of EPCRA, 42 U.S.C. § 11045(f), to collect any unpaid portion of the assessed penalty, together with interest, handling charges, and nonpayment penalties as set forth below.

26. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, the EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by the EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

27. The EPA will also assess a fifteen dollar (\$15.00) administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional fifteen dollar (\$15.00) charge for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent (6%) per year

will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

B. PENALTY CONDITIONS OF SETTLEMENT

28. As a penalty condition of settlement, Respondent agrees to the performance of a SEP, in the category of Emergency Planning and Preparedness, as follows:

- a. Respondent will purchase two (2) portable radios, plus accessories, as described in the attached SEP documentation (Attachment 1).
- b. As Respondent's facility is located within Sebastian County, Respondent has selected the Sebastian County Department of Emergency Management and Public Safety as the "SEP Recipient". The Department supports all preparedness and response activities within the county, as well as coordination with surrounding counties. The radios will enable the Department to fulfill its obligations under EPCRA through the enhancement of its response capability.
- c. The total expenditure of the SEP shall be no less than **Four Thousand, Six Hundred and Fifty-Nine Dollars (\$4,659.00)**, of which 80% (or, \$3,727) has been applied towards mitigation of the civil penalty.

29. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:

- a. All cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondent, in good faith, estimates that the cost to implement the SEP is \$4,998.61.
- b. As of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum.
- c. The SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO.
- d. Respondent has not received and will not receive credit for the SEP in any other enforcement action.
- e. Respondent will not receive reimbursement for any portion of the SEP from another person or entity.
- f. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

g. Respondent certifies that:

- i. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in paragraph 28; and
- ii. Respondent has inquired of the SEP Recipient as to whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP. The SEP Recipient has informed Respondent that it is not a party to such a transaction.

30. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP under this CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency to enforce federal laws.”

31. Satisfactory completion of the SEP is defined as Respondent having performed the activities identified in paragraph 28 within thirty (30) days of the effective date of this CAFO.

32. Respondent shall submit a final SEP Completion Report within thirty (30) days of the completion of the SEP. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP, as implemented.
- b. Itemized final costs with copies of receipts for all expenditures.
- c. Certification that the SEP has been fully implemented pursuant to the terms and conditions of this CAFO.

- d. A description of the Emergency Planning and Preparedness benefits resulting from implementation of this SEP.
- e. To the extent feasible, a quantification of the benefits associated with the project and an explanation of how the benefits were measured or estimated.; or
- f. An explanation of why it is not feasible to quantify the benefits associated with the project.

The final SEP Completion Report will be signed, and Respondent represents that the signing representative will be fully authorized by Respondent to certify that the terms and conditions of this CAFO have been met. The certification shall include the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

[name of responsible party]
[title of responsible party]
[facility name]
[facility city/state]

33. Respondent shall submit all notices and reports required by this CAFO to:

David Riley
Waste Compliance III Section (6EN-H3)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

34. After receipt of the SEP Completion Report described in paragraph 32, the EPA will notify Respondent, in writing, regarding: (a) any deficiencies in the SEP Report, along with a

grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (b) indicate that the EPA concludes that the project has been completed satisfactorily; or (c) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 36.

35. The determinations of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith and timely effort to implement the SEP shall be in the sole discretion of the EPA.

36. If Respondent fails to satisfactorily complete the SEP by 30 days of the effective date of this CAFO, Respondent agrees to a lump-sum stipulated penalty of 150% of the SEP cost specified in paragraph 28.c, minus documented amounts already expended by Respondent in pursuit of the SEP, according to the payment instructions in paragraph 23. The penalty will be payable no later than thirty (30) days from the SEP completion deadline specified in paragraph 31. In the event that circumstances outside Respondent's control (i.e., shipping delays, discontinuation, or unavailability of equipment) will delay or make impossible the timely performance of some or all of the SEP, Respondent will provide notice to the EPA within fifteen(15) calendar days of Respondent's actual notice of such circumstances and may, at its election, propose a reasonable alternative schedule and/or substitution of equivalent equipment to the EPA to be satisfactorily completed in lieu of payment of stipulated penalties. The EPA may, at its discretion, accept Respondent's proposal, acceptance of which shall not be unreasonably withheld.

37. The EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

38. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of the EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

39. This document is a "Final Order" as that term is defined in the "Enforcement Response Policy for Section 313 of the Emergency Planning and Community Right-to-Know Act (1986) and Section 6607 of the Pollution Prevention Act (1990)," dated August 10, 1992; Amended, April 12, 2001; for the purpose of demonstrating a history of "prior such violations".

C. RETENTION OF ENFORCEMENT RIGHTS

40. The EPA does not waive any rights or remedies available to the EPA for any other violations by Respondent of Federal or State laws, regulations, or permitting conditions.

41. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

42. Except as specifically provided in this CAFO, nothing herein shall limit the power and authority of the EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants on, at or from Respondent's facility.

Furthermore, nothing in this CAFO shall be construed to prevent or limit the EPA's civil and

criminal authorities, or that of other Federal, State, or local agencies or departments, to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

D. COSTS

43. Each party shall bear its own costs and attorney's fees. Furthermore, the Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

E. EFFECTIVE DATE

44. This CAFO becomes effective upon filing with the Regional Hearing Clerk.

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

FOR THE RESPONDENT:


Date: 6/13/18



Erin Billings
Environmental Manager
OK Foods Inc.

FOR THE COMPLAINANT:

Date: 7/9/18




Cheryl T. Seager
Director
Compliance Assurance and
Enforcement Division

V. FINAL ORDER

Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect the Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement and the civil penalty payment instructions as set forth in the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Dated

10 July 2018



Renea Ryland
Regional Judicial Officer
U.S. EPA Region 6

CERTIFICATE OF SERVICE

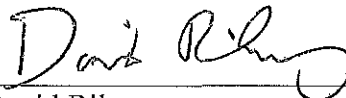
I hereby certify that on the 12th day of July, 2018, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733, and a true and correct copy of the CAFO was delivered to the following individual(s) by the method indicated below:

Certified Mail – Return Receipt # 7015 3430 0000 5839 9575

Erin Billings
OK Foods Inc.
P.O. Box 1787
Ft. Smith, AR 72902

Email (PDF)

Erin.Billings@okfoods.com



David Riley
EPCRA 313 Enforcement Officer
U.S. EPA Region 6

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ATTACHMENT 1



O.K. Foods, Inc.
4601 North 6th Street
Fort Smith, AR 72904
(479) 784-1385

May 16, 2018

David Riley
EPCRA 313 Enforcement Officer
US EPA Region 6 (EN-H3)
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Re: O.K. Foods, Inc. EPRCA 313 SEP Proposal

Dear David:

The information outlined below constitutes the EPCRA 313 SEP proposal for O.K. Foods. This proposal, if accepted, will provide funding for communication systems assistance to the Local Emergency Planning Committees, which falls under the Emergency Planning and Preparedness category of communication systems. The type of assistance, timeline, confirmation of no federal funding, and anticipated SEP Completion Report contents are outlined below.

Type of Assistance

Emergency Planning and Preparedness assistance for the line items below will be provided to the Sebastian County Department of Emergency Management and Public Safety. Travis Cooper, Deputy Director of Emergency Management, will coordinate the purchase and registration of these items with Erin Billings, Environmental Manager of O.K. Foods, Inc.

Emergency Planning and Preparedness

Devices and Equipment

a. Communication Equipment

- i. Two (2) hand held radios for use during emergency response

Cost

\$4,998.61

Total

\$4,998.61

Timeline

Upon approval of this proposal, O.K. Foods will initiate the purchase of the items outlined above within 30 days of approval of this proposal.

Funding

Travis Cooper, Deputy Director Emergency Manager/Public Safety of Sebastian County Judges Offices has verbally confirmed that the outlined items are not receiving federal financial assistance.



O.K. Foods, Inc.
4601 North 6th Street
Fort Smith, AR 72904
(479) 784-1385

O.K. Foods, Inc. certifies that:

- a. *It is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in the "Type of Assistance" paragraph contained within this proposal; and*
- b. *It has inquired of the Sebastian County Department of Emergency Management and Public Safety whether either is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the recipient and/or Sebastian County Department of Emergency Management and Public Safety that neither is a party to such a transaction.*

SEP Completion Report

O.K. Foods, Inc. will submit the SEP Completion Report, certified by the Vice President of Risk Management, to the EPA and provide vendor invoices and/or receipts along with written confirmation from Travis Cooper, or designee, that the aforementioned radios have been received. The benefits of the proposed SEP will be quantified via invoices and/or receipts of goods and services purchased, which will again be stated in the Completion Report.

Please feel free to contact me if you have any questions or concerns.

Cordially,

A handwritten signature in black ink that reads 'Erin Billings'.

Erin Billings
Environmental Manager
erin.billings@okfoods.com
479-784-1385

cc: Darren Mulford, V.P Risk Management

DCS Radio Communication, Inc.

Fax: (479) 646-4141
 PO BOX 181043
 P.O. Box 181043
 Fort Smith, AR 72918

Sales Order

Date	S.O. No.
4/9/2018	7384

Name / Address
SEBASTIAN COUNTY EMERGENC 8400 South Zero St. Fort Smith, AR 72903

Ship To
SEBASTIAN COUNTY EMERGENC 8400 South Zero St. Fort Smith, AR 72903

P.O. No.	Rep	Project
	GWC	

Item	Description	Ordered	U/M	Rate	Amount
TP9425K5BB0...	Tait Portable 72-870M with charger & 2400MAH Battery Phase I & II Trunking	2		1,967.00	3,934.00T
TPA-AN-022	TPA-AN-022 Antenna, 762-870MHz, 1/2 wave whip	2		22.00	44.00T
Shipping & Han...	SHIPPING & HANDLING			15.08	15.08T
MISCELLANE...	T03-00045-ADAA Speaker Mic	2		141.00	282.00T
MISCELLANE...	TPA-CH-101 Vehicle Charger	1		364.00	364.00T
	Sales Tax			7.75%	359.53
				Total	\$4,998.61

TP9400
SPECIFICATIONS



More efficient networks. More possibilities.

The Tait TP9400 may be the smallest P25 Phase 2-capable portable but it is uncompromising in meeting the demands of those serving our communities. With analog, 12.5kHz P25 Phase 1 FDMA conventional/trunked and 6.25kHz equivalent P25 Phase 2 TDMA trunked and LSM (CQPSK) decode capability in a single device, you can transition to a more spectrally efficient solution in a time frame that suits you.

The TP9400 portable enables first responder effectiveness and safety with internal GPS*, Bluetooth® wireless technology*, IP68 and IP65 protection, and AES encryption.



*Not all features are supported in all models or modes of operation. Contact Tait or an authorized channel partner for more details.



FEATURES AND BENEFITS

Delivers on the P25 standards

Benefit from the spectral efficiency, multivendor interoperability, security, migration and data capability demanded by the P25 standards

- TIA-102 P25 CAP tested and certified, providing multi-vendor interoperability
- 12.5kHz P25 Phase 1 FDMA and 6.25kHz equivalent P25 Phase 2 TDMA capable
- FCC and IC compliances include P25 Phase 2 emission designator (8K10F1W)

Designed for demanding environments

- Designed with users to ensure effective, every-day operation
- Exceeds relevant MIL-STD-810G
- IP68 dust-proof and immersible
- IP65 water jet protection
- Water shedding grille assists voice clarity and volume in wet environments
- Shock absorbing, impact-protected corners
- Large four-line LCD with icons to display key parameters
- 4 and 16 keypad options
- Four programmable function keys and three-way selector

Color Options

- Tait TP9400 portables are available in black, red, orange, yellow, and high visibility green
- These color options make it easier to identify equipment in the field

High-performing, voice communications

Robust design delivers clear, mission-critical voice communications

- Analog, P25 Phase 1 conventional/trunked and P25 Phase 2 trunked
- Automatic dual mode between analog and P25 Phase 1 conventional
- Support for a variety of simulcast modes such as LSM and C4FM
- Unique microphone design coupled with AMBE+2 enhanced vocoder reduces background noise in demanding environments
- Voting ensures priority selection of the channel with optimum receive quality
- Dynamic regrouping and supergroup operation for mission critical workforce management
- Increased channel capacity with up to 2,000 channels
- Bluetooth*
- Scanning modes include: priority, dual priority, editable, zone, and background scan
- Range of analog signalling functionality, i.e. MDC1200 encode and decode, Two Tone decode, PL (CTCSS), DPL (DCS)

Improve workforce safety

- Programmable emergency key is easily accessible and highly visible on the radio
- Man Down and Lone Worker as standard
- Inbuilt GPS transmits location*
- Trunked failsoft reverts to conventional operation during trunked network failure
- Intrinsically Safe options available (refer to TP9461 specifications)

Effective operations with voice and data

- Pre-set status messages
- Conventional and trunked IP data
- Location services*

Efficient, security-focused management

The TP9400 management facilities and applications allow you to efficiently manage your radio fleet

- Over-the-air Rekeying (OTAR)
- Over-the-air-programming (OTAP) with the industry-leading EnableFleet configuration management system delivers software and firmware changes over the Tait P25 trunked network, making it faster, easier and more affordable to update and optimize the performance of the radios in your fleet.
- Radio inhibit and uninhibit to allow management of misplaced or stolen radios
- Supports end-to-end encryption, including AES encryption
- EnableProtect Key Fill Device (KFD) for quick, reliable encryption key programming
- Programming application for efficient fleet operation
- EnableProtect Advanced System Key allows administrators to authorize and restrict subscriber units on their network

TP9400 Accessories

- Audio: speaker-microphones, earpieces and surveillance kits
- Chargers: in-vehicle, single fast and 6-way multi-chargers
- Range of Li-ion battery capacities to match your operational needs

*Not all features are supported in all models or modes of operation. Contact Tait or an authorized channel partner for more details.

TP9400

SPECIFICATIONS



GENERAL*

Frequency stability	±0.5ppm (-22°F to +140°F/-30°C to +60°C)
Channels/zones	1,000 channels/50 zones (2,000 channels/100 zones optional enhancement with software license)
Talk groups	50 talk groups, up to 1,000 members total (2,000 members optional enhancement with software license)
Scan groups	300 with up to 50 members each, maximum of 2,000 members total
Dimensions (DxWxH)	
With Li-Ion standard battery	1.61 x 2.56 x 5.35in (41 x 65 x 136mm) - excluding knobs
With Li-Ion standard battery	1.77 x 2.56 x 5.35in (45 x 65 x 136mm) - excluding knobs
Weight	
With Li-Ion standard battery	11.46oz (325g) - no antenna
With Li-Ion standard battery	13.12oz (372g) - no antenna
Channel Spacing	12.5/15/20/25/30kHz
Frequency increment	2.5/5/6.25
Operating temperature	-22°F to +140°F (-30°C to +60°C)
Water and dust protection	IP68 & IP65
Rated audio	0.5W
Speaker rating	2W
Signaling options (analog)	MDC1200 encode and decode, Two Tone decode, PL (CTCSS), DPL (DCS)

TRANSMITTER*

	VHF	UHF	700/800MHZ
Frequency range	136-174MHz	400-470MHz 450-520MHz	762-870MHz
Output power	5W, 3W, 2W, 1W	4W, 2.5W, 2W, 1W	3W, 2.5W, 2W, 1W
Modulation limiting			
12.5/15kHz channel	±2.5kHz	±2.5kHz	±2.5kHz
25/30kHz channel	±5kHz	±5kHz	±5kHz
FM hum and noise			
12.5kHz channel	-45dB	-45dB	-40dB
25kHz channel	-48dB	-50dB	-45dB
Radiated and conducted emissions	-75dBc	-72dBc	-75dBc
Audio response (analog)	+1/-3dB	+1/-3dB	+1/-3dB
Audio distortion (analog)	1.5% @ 1kHz, 60% deviation	1.5%	1.5%

RECEIVER*

	VHF	UHF	700/800MHZ
Frequency range	136-174MHz	400-470MHz 450-520MHz	762-776MHz 851-870MHz
Sensitivity (analog)			
12dB SINAD	0.22uV (-120dBm)	0.22uV (-120dBm)	0.22uV (-121dBm)
Sensitivity (P25)			
5% BER	0.22uV (-120dBm)	0.22uV (-120dBm)	0.22uV (-121dBm)
Intermodulation rejection (P25) TIA-102	75dB	75dB	75dB
Adjacent channel rejection			
12.5kHz (P25) TIA-102	60dB	60dB	60dB
25kHz TIA-603 (2-tone)	73dB	70dB	70dB
Spurious response rejection (P25) TIA-102	75dB	80dB	70dB
Residual audio noise ratio (P25) TIA-102	45dB	45dB	45dB
Audio distortion (rated audio)	1.5%	1.5%	1.5%
FM hum and noise (Analog)			
12.5kHz channel	-45dB	-40dB	-40dB
25kHz channel	-48dB	-45dB	-45dB

TP9400

SPECIFICATIONS



MILITARY STANDARDS 810C, D, E, F AND G

Applicable MIL-STD	Method	Procedure	Applicable MIL-STD	Method	Procedure
Low pressure	500.5	2	Humidity	507.5	2
High temperature	501.5	1,2	Salt fog	509.5	1
Low temperature	502.5	1,2	Sand & Dust	510.5	1, 2
Temperature shock	503.5	1	Immersion	512.5	1
Solar radiation	505.5	1	Vibration	514.6	1
Rain	506.5	1,3	Shock	516.6	1, 4, 5, 6

BATTERY

Battery shift life: Li-Ion premium	12 hours (5/5/90)
Battery shift life: Li-Ion standard	9 hours (5/5/90)

CHARGER

Charger options (Li-Ion) Fast desktop single charger, 6-way multi charger*, vehicle charger*

*These chargers are not available for sale in Brazil

REGULATORY DATA ¹	USA	CANADA	EUROPE	AUSTRALIA/NEW ZEALAND
VHF (136-174MHz)	CFR 47	RSS-119	EN300-086, EN300-113, EN300-219 EN301-489, EN60950	AS/NZS4295
UHF (400-470MHz)	CFR 47	RSS-119	EN300-086, EN300-113, EN300-219 EN301-489, EN60950	AS/NZS4295 AS/NZS4365 ²
UHF (450-520MHz)	CFR 47	RSS-119	EN300-086, EN300-113, EN300-219 EN301-489, EN60950	AS/NZS4295 AS/NZS4365 ²
700/800MHz Emission Designators**	CFR 47 11K0F3E, 16K0F3E ¹	RSS-119 6K60F2D, 7K80F2D, 9K60F2D ¹	NA 10K8F2D ¹ , 7K60FXW, 7K60FXD,	NA

*Contact your local Tait representative for more information.

¹ Wideband operation is not available in the USA in some bands

² The UHF band radios are approved for use in Citizen Band in Australia and New Zealand when programmed to meet the requirements of AS/NZS4365.

TAIT P25 PHASE 2 SOLUTION

Backed up by our proven radio network expertise, the TP9400 portable is part of our larger P25 Phase 2 offering. This solution consists of terminals, infrastructure, applications, services and integration with third party interfaces to ensure that your organization can reap all the benefits of the spectrally-efficient P25 standard.

Tait has taken every care in compiling this specification sheet, but we're always innovating and therefore changes to our models, designs, technical specification, visuals and other information included in this specification sheet could occur. For the most up-to-date information and for a copy of our terms and conditions please visit our website www.taitradio.com.

For further information please check with your nearest Tait office or authorized dealer.

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Tait Limited facilities are certified for ISO 9001:2008 (Quality Management System), ISO 14001:2004 (Environmental Management System) and BS OHSAS 18001:2007 (Occupational Health and Safety Management System) for aspects associated with the design, manufacture and distribution of radio communications and control equipment, systems and services. In addition, all our Regional Head Offices are certified to ISO 9001:2008.

Authorized Partners



