

**RESOLUTION NO. R-22-62**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BUSCOMM INCORPORATED FOR THE PURCHASE OF ADDITIONAL RECORDING PORTS AND CHANNELS TO EXPAND THE DIGITAL RECORDING SYSTEM IN THE EMERGENCY SERVICES DISPATCH CENTER IN THE AMOUNT OF \$36,727.50.**

**WHEREAS**, the present recording system in the emergency services dispatch center is in need of additional recording ports and channels to accommodate the needs of the City of Liberty and Clay County when they co-locate in the space; and

**WHEREAS**, adding the additional ports and channels will require hardware compatible with the present recording system, which was purchased in 2022, thus requiring the equipment to be purchased from the sole source provider; and

**WHEREAS**, staff has reviewed the proposal from BusComm and recommended that it be accepted.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:**

**THAT**, the City Manager of the City of Gladstone, Missouri, is hereby authorized to execute an agreement with BusComm Incorporated for the purchase of additional ports and channels to expand the digital recording system for the emergency services dispatch center at a cost not to exceed \$36,727.50.

**INTRODUCED, READ, PASSED, AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 28TH DAY OF NOVEMBER 2022.**



\_\_\_\_\_  
Bill Garnos, Mayor

ATTEST:



\_\_\_\_\_  
Kris Keller, City Clerk



## *Request for Council Action*

RES  # R-22-62

BILL  # City Clerk Only

ORD # City Clerk Only

Date: 11/22/2022

Department: General Administration

Meeting Date Requested: 11/28/2022

Public Hearing: Yes  Date: [Click here to enter a date.](#)

Subject: A Resolution authorizing the City Manager to execute an agreement with BusComm, Incorporated for the purchase of additional ports and channels needed to expand the digital recording system in the emergency services dispatch center in the amount of \$36,727.50.

Background: The recording system in the communications center provides the ability to record, store, and recall radio transmissions and phone conversations on every assigned radio talkgroup and all 911 and non-emergency phone lines coming into the dispatch consoles. The current recording system was purchased in 2022 and has the ability to be expanded to accommodate the needs of the City of Liberty and Clay County when they move into the co-located space that is presently under construction. The hardware needed to expand the current recorder is specific to the brand of recording system, thus making this purchase required from the sole source provider. Staff has reviewed the proposal from BusComm and has found it to be reasonable. Funding for the digital recorder expansion will be from American Rescue Plan Act (ARPA) funding that has been designated for co-located dispatch equipment.

Budget Discussion: Funds are budgeted in the amount of \$36,727.50 from the OTHER Fund. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$0

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Bob Baer  
Department Director/Administrator

JM  
City Attorney

SW  
City Manager



## Gladstone Police Department Support Services Division - Memorandum

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**DATE:** 11/22/2022

**TO:** Assistant City Manager Bob Baer

**FROM:** Administrative Services Manager Rob Sanderson

**CC:** Captain Karl Burris; Police Chief Fred Farris

**RE:** Dispatch Channel Recorder Expansion

In late August of 2022, the Police Department purchased and installed a Verint long-term dispatch channel recorder through BusComm. The recorder was purchased with a large enough chassis to support the other agencies joining us in the co-located dispatch project.

Over the past few months, we have compiled the recording requirements of the Liberty Police Department and Clay County Sheriff's Office. It was determined that an additional 48 channels were needed. This was submitted to BusComm who returned the attached quote of \$36,727.50.

This is a sole source acquisition through BusComm. Therefore, no other bids were sought.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in black ink, appearing to read "Rob Sanderson", written over a horizontal line.

Rob Sanderson



<b>AGREEMENT NUMBER</b>	SC22-200688
<b>ACCOUNT EXECUTIVE</b>	Scott Cason
<b>DATE PREPARED</b>	09-27-2022

**Physical Address:**  
 BusComm Incorporated  
 2025 Craigshire Road, Suite 110  
 St. Louis, MO 63146  
 (314) 567-7755

**Mailing Address:**  
 BusComm Incorporated  
 PO Box 628  
 Fenton, MO 63026

**Sales Agreement and Guaranteed  
 Maintenance Support (GMS) Agreement**

<b>INVOICE TO:</b>	<b>INSTALLATION IF DIFFERENT:</b>
Rob Sanderson	Same
Gladstone Department of Public Safety	
7010 North Holmes	
Gladstone, MO 64118	

<b>Customer Phone Number</b>	<b>Tax Status</b>	<b>Customer Status</b>	<b>Customer Purchase Order Number</b>
(816)423-4020	Exempt	Existing	

QTY	Item Number	Description	Per Unit	Total Equip Amount	Required GMS Total Annual Rate
<b>Addition of Liberty PD and Clay County Sheriff to Gladstone Recording Solution</b>					
2	89-270-0015	Add On AudioCodes LD Card 24 Analog Ports (PCI-e)	\$3,082.50	\$6,165.00	
48	93-630-0003	Verint Public Safety Call Recording (Channel based)	\$520.00	\$24,960.00	
Warranty:	None		<b>Sub-Total</b>	\$31,125.00	\$5,232.60
Finance Proposal:	N/A		<b>Installation</b>	\$5,602.50	
Advance Payments:	All financing transactions require the first and last payments due upon execution the Finance Agreement.		<b>Training</b>	\$0.00	
Documentation Fee:	A documentation fee equal to \$175.00 will be due upon execution of the financing contracts.		<b>Tax</b>	\$0.00	
			<b>Total</b>	\$36,727.50	\$5,232.60

**Special Instructions**

Please include the Sales Agreement Number on your Purchase Order.

**Payment Terms**

100% upon completion of installation.

Payments made via credit card will be charged a 3.5% convenience fee on the payment.



## Customer Requirements

### 1. Physical Installation Requirements:

- Customer will provide necessary space to install the recorder. Note that space for the speakers, keyboard, mouse and monitor must be considered.
- If you are installing the recorder in a rack or cabinet, you will need to include rails with your purchase or provide a shelf or tray in the rack or cabinet for the recorder.

### 2. Environmental Requirements:

- Ambient Temperature - +45 to +85 Degrees F
- Relative Humidity – 40% to 60% Non-Condensing
- Altitude – 0 to 10,000 Feet

### 3. Telephone Recorder Connections:

- Customer must provide a punch down (66) block within 6 feet of the recorder's install site to accommodate 6' installation cables. Longer cables are available if required but must be pre-ordered. This termination will represent parallel connections of analog audio or digital station (tap) extension terminations. Please contact your sales representative for information regarding digital trunk connections.

### 4. Radio Recorder Connections:

- Customer must provide a punch down block (66) within 6 feet of the recorder's install site to accommodate 6' installation cables. Longer cables are available if required but must be pre-ordered. These terminations represent the required radio frequencies and/or "selected audio" positions. These terminations will be a two-wire connection of transmit/receive audio for each required frequency and/or microphone/speaker for each "selected audio" position.

### 5. Passive VOIP Recording:

- Customer must provide the RJ-45 network cable to the recorder from a configured SPAN port. The SPAN port will provide a mirrored copy of all the packets from the phones which are to be recorded. The Customer is responsible for configuring and maintaining this managed switch.

### 6. Multicast Recording:

- Customer must provide the RJ-45 network cable from the managed switch to the recorder. It is the customer's responsibility to ensure the recorder can "join" and "see" the multicast traffic. The Customer is responsible for configuring and maintaining this managed switch.

### 7. Active Recording:

- Customer must provide the RJ-45 network cable from the managed switch to the recorder. It is the customer's responsibility to ensure the recorder is on the correct network. The Customer is responsible for configuring and maintaining this managed switch.

### 8. Screen Recording:

- Customer must provide a suitable network infrastructure for recording necessary screens. This includes, but is not limited to computers, switchers/routers and network bandwidth. The Customer is responsible for providing the necessary network security for the screen recording clients to access the recorder.

### 9. LAN/WAN Recorder Connection:

- A representative from your IT Department must be present at the time of installation. The recorder can operate either using DHCP or a static IP. Customer is responsible for identifying which method is used and providing the details to the installation team prior to installation. Customer must provide the RJ-45 network cable from the managed switch to the recorder. If the recorder will reside on a different IP subnet than remote workstations, it is the Customer's responsibility to provide connectivity between the subnets. The Customer is responsible for providing the necessary network security for the recorder to function correctly.

### 10. Quality of Lines:

- The recorder is normally connected as a passive device and records any audio present on the lines connected to the system. This includes any noise, hum, static, or crosstalk caused by noise from the telephone system, patches, and radio system. Customer will be responsible for providing clear audio to the recorder.

### 11. Audio Termination Labeling:

- Customer will be responsible for clearly identifying and labeling all terminations to be connected to the recorder. Any lines that are not clearly identified and labeled will be excluded and not set up with the recorder unless alternate arrangements are made in advance.

## Customer Requirements Cont.

### 12.Remote Diagnostics:

- The recorder can be remotely monitored and managed. This service requires Internet accessibility but you, as the user, can determine when and who can attach to your recorder.

### 13.Power Connections:

- Customer must provide a standard 110v electrical outlet at the recorder's intended site. Adequate power connections for the Monitor and Speakers must also be available. Unless specifically detailed in the proposal, the Customer is responsible for providing an appropriately sized Uninterruptible Power Supply.

### 14.Motorola Astro P25, Motorola SmartNet Trunked Radio Interface, Motorola SmartZone Trunked Radio Interface:

- If included in the system order, Customer will be responsible for providing the AIS Server, the serial link between the Motorola SystemWatch PC and the recorder, or the link and IP address to interface with the Motorola ATIA port. A separate Installation Guide/Customer Requirements document will be provided outlining the additional requirements involved with integrating with these system.

### 15.Virus Protection:

- Customer will be responsible for providing Anti Virus software to be installed on the recorder. We recommend either Norton or McAfee and will assist with the installation and configuration of the Anti Virus software. Virus infection is not included in the Warranty or subsequent service coverage and costs for repairing a system infected with a virus will be billed to the Customer.

### 16.Operating System Updates:

- Customer will be responsible for downloading and applying Operating System Updates on the recorder (after the initial system installation). Operating System Updates are not included in the Warranty or subsequent service coverage and costs for applying them will be billed to the Customer.

### 17.Administrator and User List:

- Customer will provide a list of users and passwords of individuals who will be accessing the recorder with appropriate (Administrator/User) designations to the installation team.

### 18.Installation Team Responsibilities:

- Recorder Installation – the installation team will unpack the recorder and make connection to the identified audio terminations and network connections.
- Channel Testing – Installation team will test each channel connected to the recorder.
- System Setup – Installation team will set up the recorder to maximize system performance. Included in this set up is the naming of channels and setting up users within the system.
- Training – Installation team will provide up to two hours of training for up to ten users at the time of installation. If a second visit is required because the personnel to be trained were not available at the time of installation, additional charges may apply.
- Other Vendor Effort – Customer is responsible for any charges from other vendors including, but not limited to, telephone, radio, network services, or cabling for either site preparation or installation completion. In no case will the installation team request the support of any other vendor without Customer's prior approval.

### 19.Existing Recording System:

- The installation team will disconnect the existing recording system. The Customer will be responsible for the physical removal of the existing recording system.

### 20.Additional Services:

- Any installation requirements beyond those described above may require a pre-installation site visit and will require a separate installation quote above and beyond the standard installation services that may have been quoted previously. In such cases, a separate and mutually agreed scope-of-work document will be provided.

## Terms and Conditions

### 1. Warranty

BusComm Incorporated warrants the equipment against defective parts and workmanship for the period designated on page 1 of the Sales Agreement. Upon notification of a defect, BusComm Incorporated shall have the option to repair or replace the defective part of the equipment, and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts shall become the property of BusComm Incorporated. In addition, during the warranty period, BusComm Incorporated shall perform, free of charge, all necessary maintenance to keep the equipment in good working condition and repair, including the furnishings of all necessary labor and materials.

BusComm Incorporated furnishes this warranty in lieu of all other warranties; either expressed or implied warranties of merchantability and fitness for a particular purpose. Any and all warranties shall be void as to equipment damaged or rendered unsupportable by negligence of non-BusComm Incorporated personnel, misuse, theft, vandalism, fire, water or other peril, or moving, repair, relocation or alteration of the equipment not authorized by BusComm Incorporated. BusComm Incorporated shall not be liable for any damages, incidental, consequential, or otherwise, or commercial loss from any causes, nor for personal injury or property damage, except as such is caused by negligence of BusComm Incorporated employees. BusComm Incorporated's liability is limited to the repair or replacement of defective parts.

### 2. General Terms

(A) It is in our mutual interest to make installations as efficient as possible. You must provide an installation environment in accordance with the Customer Requirements and Recommendations outlined in your proposal and Sales Agreement. You should let us know in advance of any unique site problems or if you need assistance preparing your environment so we can provide a quote for additional site preparation work.

(B) We do business with you because we can satisfy your needs and understand your ability to meet your obligations to us. If you want to assign your rights or obligations under this agreement, we reserve the right to approve that assignment to make sure that our risks are not being increased.

(C) BusComm Incorporated is not liable for incidental or consequential damages for non-performance of any obligation under this agreement.

(D) BusComm Incorporated will make every effort to deliver the equipment as soon as possible, but cannot guarantee a specific delivery date.

(E) This order becomes a mutually binding agreement upon signature of the purchasing party. Once an order is placed, purchaser has the right to cancel this contract until midnight of the third business day after the day on which the purchaser signs this agreement. "Third Business Day" shall exclude all intervening Saturdays, Sundays and national and state holidays. Notice of cancellation, if given by mail, is effective when deposited in the mail properly addressed with postage prepaid. No refunds will be given for orders cancelled after the third business day.

(F) By signing this agreement, you have created a security agreement and have given BusComm Incorporated a purchase money security interest in the equipment. To protect our right to repossess the equipment if you have not paid for it, we may file a copy of this agreement as a financing statement with the appropriate state authorities and you agree to sign a financial statement, if requested. You are also representing that you are financially solvent and able to pay for this equipment when you are invoiced for it.

(G) The sale price does not include any personal property, use taxes or similar taxes imposed by the purchaser's home state. You are responsible for paying these. Appropriate sales taxes, if applicable, will be collected.

(H) In the unlikely event BusComm Incorporated has to take steps to collect payments due beyond invoicing, we can hold your organization responsible for interest at the maximum lawful rate from the due date of payment, costs of collection, and reasonable attorney's fees.

### 3. Comprehensive Guaranteed Maintenance Support Agreement (GMS)

BusComm Incorporated shall provide maintenance support to Customer for the items purchased from BusComm Incorporated. Any accessories will not be covered by the GMS Agreement. Accessories include, but are not limited to, headsets, foot pedals, microphones, SpeechMics, and DPM's. BusComm Incorporated shall begin providing support following the warranty period stated on page 1 of the Sales Agreement. BusComm Incorporated's Comprehensive GMS Agreement provides prompt response to all support calls twenty-four (24) hours per day, seven (7) days a week, and three hundred and sixty-five (365) days a year. The Customer is guaranteed priority support and response to reported system issues within thirty (30) minutes of receipt of Customer's support request.

Please see the Comprehensive GMS Agreement for complete details.

### 4. Uncontrollable Circumstances

If the performance of any part of this contract by BusComm Incorporated is prevented, hindered, delayed or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war or any other cause beyond the control of BusComm Incorporated, BusComm Incorporated shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes. Upon the occurrence of any such events, BusComm Incorporated shall use its reasonable efforts to notify Customer of the nature and extent of any such condition. It is also understood that all delivery and installation dates are approximate, and BusComm Incorporated shall under no circumstances be liable for damages – special, consequential, or otherwise – resulting from delays in delivery, installation or cutover.

Guaranteed Maintenance Support		
<b>GMS Purchase Order Number</b>	<b>Customer Initials for GMS</b>	<b>Pro Rate GMS</b>
		New    Existing
Customer Approval		
<b>APPROVED BY:</b>	<b>PRINT NAME</b>	<b>PRINT TITLE</b>
<b>X</b>		