

RESOLUTION R-23-54

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TUSA CONSULTING IN THE TOTAL AMOUNT OF \$50,160.00 FOR DESIGN AND CONSULTING SERVICES FOR THE CO-LOCATED EMERGENCY SERVICES COMMUNICATIONS FACILITY.

WHEREAS, a new Emergency Services Communications Center is under construction and will be co-located by Clay County, the City of Liberty, and the City of Gladstone; and

WHEREAS, due to the technical nature of integrating the communications systems together for all three (3) agencies, professional consulting services are required to ensure the communications center functions reliably; and

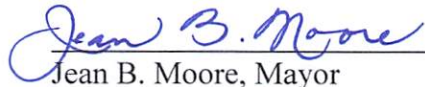
WHEREAS, Tusa Consulting Services has performed consulting services for the three (3) participating agencies in the past and is best qualified to integrate the communications equipment into a single location.

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 enter into a professional services agreement with Tusa Consulting Services in the total amount of \$50,160.00.

FURTHER, THAT, funding for this agreement is budgeted from the America Rescue Plan Act resources dedicated to the Co-located Emergency Services Communications Center project.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 28TH DAY OF AUGUST 2023.


Jean B. Moore, Mayor

ATTEST:


Kris Keller, City Clerk



Request for Council Action

RES ☒ **# R-23-54**

BILL ☐ **# City Clerk Only**

ORD ☐ **# City Clerk Only**

Date: 8/21/2023

Department: General Administration

Meeting Date Requested: 8/28/2023

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

Subject: A Resolution authorizing the City Manager to execute a professional services agreement with Tusa Consulting in the total amount of \$50,160.00 for design and consulting services for the Co-Located Emergency Services Communications Center.

Background: The Co-located Emergency Services Communications Center is currently under construction, which will consist of eleven (11) console positions serving the City of Gladstone, City of Liberty, and the Clay County Sheriff's Department. Incorporating the Radio, Computer-Aided Dispatch (CAD), 911 Answering Point, Digital Recording, Fiber Optic, Microwave, and Battery Backup Systems from the three (3) agencies and ensuring all function properly will require the use of a consulting firm with expertise in these systems and general knowledge in the operation and function of each jurisdiction. Tusa Consulting performed consulting services for all participating agencies when the Metropolitan Area Regional Radio System (MARRS) was first implemented and thus has been chosen to provide consulting services because of their familiarity with the systems and the present urgency of completing the project. Representatives from the three (3) participating agencies have agreed to the selection of Tusa Consulting and find the proposed fee structure to be reasonable and appropriate within the industry standard. American Rescue Plan Act funding dedicated to the project will be used as the financing source.

Budget Discussion: Funds are budgeted in the amount of \$50,160.00 from the ARPA Co-Located Dispatch Project. Ongoing costs are estimated to be \$ 0 annually. Previous years' funding was \$NA.

Public/Board/Staff Input: Staff recommends approval of the proposed Resolution due to Tusa Consulting being the primary MARRS consultant for all participating agencies and the importance and urgency of completing the project in a timely manner.

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

Bob Baer
City Manager

JM
City Attorney

CONSULTANT AGREEMENT

This **AGREEMENT** made and entered into this 29th day of August, 2023 by and between the City of Gladstone, MO (Party of the First Part, hereinafter called City), and Tusa Consulting Services II, LLC, (Party of the Second Part, hereinafter called the Consultant or TUSA)

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence on August 29, 2023.

2. ATTACHMENTS:

Copies of the Consultant's technical qualification and Scope of Work are attached hereto (Exhibit A) and are specifically incorporated herein by reference.

3. PERFORMANCE:

Consultant agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Proposal.

4. PRICE:

As full compensation for the performance of this Contract, City shall pay the Consultant for the actual quantity of work performed at the rate of \$165 per hour plus reasonable and customary travel/lodging expense if incurred which shall in no event exceed \$50,0160 without the expressed approval of the City. City agrees to pay the Consultant following receipt by City of a detailed invoice, reflecting the actual work performed by the Consultant.

5. INSURANCE CERTIFICATES/NOTICE REQUIREMENTS:

Consultant shall maintain all insurance certificates. City shall be named as additional insured on said insurance policies and evidence of such shall be provided by Consultant to City at the time of execution of this Agreement. Upon cancellation of said insurance policies, Consultant or its agent(s) shall provide written notice to City within 30 days upon City or its agent(s)'s knowledge or receipt of any such notice of cancellation.

6. INDEMNIFICATION AND HOLD HARMLESS:

CONSULTANT agrees to protect, defend, indemnify, and hold harmless Its elected officials, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions in whole or part of the CONSULTANT. CONSULTANT'S obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include, but not be limited to, any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

CONSULTANT further agrees to protect, defend, indemnify, and hold harmless City, its officers, elected officials, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the CONSULTANT.

7. TERMINATION FOR CAUSE:

City may terminate this agreement for cause upon ten (10) days prior written notice to the Consultant of the Consultant's default in the performance of any term of this Agreement. Such termination shall be without prejudice to any of City's rights or remedies provided by law.

8. TERMINATION FOR CONVENIENCE:

City may terminate this Agreement for its convenience at any time by written notice to the Consultant. In the event of City's termination of this Agreement for convenience, the Consultant will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by the Consultant which shall itemize each element of performance.

9. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Contract, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontractors for standard commercial supplies of raw materials.

10. ASSIGNMENT:

The Consultant shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of City in writing.

11. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12. SEVERABILITY:

The parties agree that each of the provisions included in this agreement is separate, distinct and severable from the other and remaining provisions of this agreement, and that the invalidity of any agreement provision shall not affect the validity of any other provision or provisions of this agreement.

13. GOVERNING LAW:

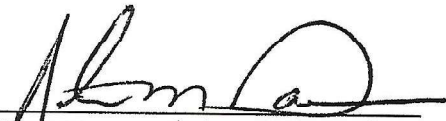
The parties agree that this agreement has been negotiated in and shall be construed in accordance with the laws of the State of Missouri. The parties specifically agree that regarding any dispute related to the contract or the party's performance thereunder any litigation regarding the same shall be conducted in Jackson County, MO and the parties hereby stipulate to personal jurisdiction and venue in the appropriate trial courts of that County.

14. MERGER CLAUSE:

The parties agree that the terms of this agreement include the entire agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this agreement.

City of Gladstone, MO

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

By: 
Client Name *Robert M. Baer*
Client Title *City Manager*
Client Address *7010 N. Holmes*
Gladstone, Mo 64118

CONTRACTOR: Tusa Consulting Services II, LLC

BY:  *CEO*
John Dean Hart, CEO
Tusa Consulting Services
118 North Conistor Lane,
Suite B, Box 357
Liberty, MO 64068

August 18, 2023



CITY OF GLADSTONE, MISSOURI

SCOPE OF WORK

The following scope of work captures the work that TUSA Consulting Services will perform for the City of Gladstone.

Task 1 - Fiber, Equipment Room Layout, and Dispatch Center Investigation and Report

TUSA will investigate and document the equipment room layout, the fiber connectivity, and the Dispatch Center. TUSA will start by investigating the equipment room layout and dispatch center areas, ensuring equipment is installed correctly and to industry best practices. Next, we will walk the fiber backbone end to end. The current fiber coming from the Kansas City Police is going through multiple fiber hubs. TUSA will walk it, inspect it, and make recommendations, ensuring it is hardened for 911 operations, to include backup power and environmental conditions.

Task 2 – Microwave Backup Planning

TUSA will review and provide technical input on the microwave upgrade. The current microwave equipment is no longer available or serviceable and should be replaced with newer equipment. TUSA will review the upgrade plan and make sure the installation is seamless.

Task 3 - Tower Mapping and Report

TUSA will map the existing tower at 911. TUSA will survey, document, and chart essential information about the tower's physical attributes, location, and surrounding infrastructure. This includes mapping the antennas and lines on the tower, noting their current heights and what they are used for. TUSA will deliver a comprehensive report with this information.

Task 4 - Coverage Testing In-Building with BDA Recommendations

TUSA will perform coverage testing inside the current Gladstone City Hall building (currently under construction) and make recommendations for new in-building antenna placements. The current building is utilizing a Bi-Directional Amplifier (BDA). TUSA will measure the coverage utilizing specialized equipment (Anritsu) to see how the BDA performance and in-building coverage has changed. TUSA will also work with the local service provider to best determine where the current or new antennas should be installed.



Task 5 - Regular Planning Meetings to Cutover w/monthly reports (12 weeks)

TUSA will support and attend all meetings, both virtually and in person, with the City of Gladstone, Liberty, Clay County, and other vendors or personnel involved in the project. These regular planning meetings are for planning and to support cutover to the new dispatch center.

Task 6 - Dispatch Cutover Planning (Gladstone, Liberty, Clay County)

TUSA will work with the City of Gladstone, Liberty, and Clay County to develop a comprehensive cutover plan.

Pricing

The following is a not to exceed price.

Gladstone, MO New Dispatch Center			
Description	Total Hours	Rate	Cost
Task 1 - Fiber, Equipment Room Layout, and Dispatch Center Investigation and Report	80	\$165.00	\$13,200.00
Task 2 - Microwave Backup Planning	28	\$165.00	\$4,620.00
Task 3 - Tower Mapping and Report	24	\$165.00	\$3,960.00
Task 4 - Coverage Testing In-Building with BDA Recommendations	24	\$165.00	\$3,960.00
Task 5 - Regular Planning Meetings to Cutover w/weekly reports (12 weeks)	92	\$165.00	\$15,180.00
Task 6 - Dispatch Cutover Planning (Gladstone, Liberty, Clay County)	56	\$165.00	\$9,240.00
		Expenses	\$0.00
		Total	\$50,160.00

Pricing is valid for 60 days!

TUSA Consulting Services
118 Conistor Lane, Suite B, Box 357,
Liberty, Missouri 64068
(816) 518-9223
WWW.TUSACONSULTING.COM

SUPERSEDING ADDENDUM

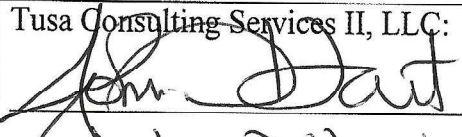
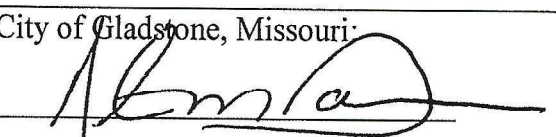
1. This superseding addendum is made and entered this 1st day of September, 2023, by and between Gladstone, Missouri ("City") and Tusa Consulting Services II, LLC ("Contractor").
2. This superseding addendum form is hereby made a part of the Consultant Agreement, ("Agreement") by and between the parties, modifying and superseding where it is inconsistent. All other conditions of the Agreement remain unchanged and this addendum is expressly incorporated and made a part of the Agreement.
3. This Agreement shall not be deemed to create any third-party benefit hereunder for any member of the public or to authorize anything, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
4. Paragraph 4, entitled "Price", of the Consulting Agreement, is amended to read as follows:

As full compensation for the performance of this Contract, City shall pay the Consultant for the actual quantity of work performed at the rate of \$165 per hour plus reasonable and customary travel/lodging expense if incurred. In no event shall the total compensation, including travel/lodging expense, exceed \$50,160.00 without the express approval of the City. City agrees to pay the Consultant following receipt by City of a detailed invoice, reflecting the actual work performed by the Consultant.
5. This Agreement shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Missouri. The parties hereto agree that any action at law, suit in equity, or other judicial proceeding arising out of this Agreement shall be instituted only in the Circuit Court of Clay County, Missouri or in federal court of the Western District of Missouri and waive any objection based upon venue or forum or otherwise.
6. Notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall constitute or be construed or deemed to constitute a waiver of the City's sovereign immunity. The parties agree that the City is not indemnifying Contractor for any reason whatsoever.
7. Contractor will carry and maintain Commercial General Liability (CGL) insurance with policy limits not less than the maximum amounts of liability set forth in Section 537.610, RSMo, and as adjusted pursuant to Section 537.610.5. RSMo. The CGL policy will include an endorsement certificate which names City as an additional insured, and such certificate shall be provided to the City by or before the effective date of the Agreement.
8. In the event of litigation by the City against the Contractor to enforce the terms of this Agreement or to remedy a breach of the terms of this Agreement (either in law or in equity), the City shall be entitled to recover from the Contractor its reasonable attorney fees, costs, and expenses arising from such litigation if the City is a prevailing party.

9. Contractor acknowledges and agrees that the City is subject to Missouri's Open Records Law (Chapter 610, RSMo), and, notwithstanding any provision of the Agreement to the contrary, nothing in the Agreement shall preclude the City from fulfilling its legal obligations under Chapter 610, RSMo. No action taken by the City to comply with its obligations under Chapter 610, RSMo shall be considered a breach of any provision of the Agreement.
10. Pursuant to RSMo 285.530(1), by its sworn affidavit in substantially the form attached hereto, Contractor hereby affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Furthermore, Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
11. RSMo 208.009 requires that contractors provide affirmative proof that the Contractor is a citizen or permanent resident of the United States or is lawfully present in the United States. Affirmative proof can be established through a Valid Driver's License; US Birth Certificate (certified with an embossed, stamped or raised seal issued by a state or local government – hospital certificates are not acceptable); US Passport (valid or expired); US Certificate of Citizenship, Naturalization or Birth Abroad; US Military Identification Card or Discharge Papers accompanied by a copy of US Birth Certificate issued by a state or local government.
12. This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws.
13. Pursuant to Section 34.600, RSMo, if the Agreement is valued at more than \$100,000, Contractor agrees to comply with Missouri law regarding the Anti-Discrimination Against Israel Act, and execution of this Superseding Addendum constitutes Contractor's certification of compliance with the Anti-Discrimination Against Israel Act, including that it is not currently engaged in, and shall not, for the duration of the Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in, or with, Israel companies authorized by, licensed by, or organized under, the laws of the State of Israel; or persons or entities doing business in the State of Israel.
14. In accordance with the laws of the State of Missouri, specifically Missouri Constitution, art. VI, section 26, notwithstanding any provision to the contrary, nothing in the Agreement shall be construed as creating an obligation or debt beyond the City's fiscal year, and in the event that it does, performance of the City's obligations under the Agreement is expressly subject to appropriation of funds by the City year-to-year during the duration of the Agreement.

15. In accepting this Agreement, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Agreement. All applicable federal regulations and the provisions of Section 105.450, RSMo, *et seq.* shall not be violated.

16. The Agreement may be amended, changed, or supplemented only by written agreement executed by both parties.

<p>Tusa Consulting Services II, LLC:</p> <p></p> <p>By: <u>John D. Hart</u></p> <p>Title: <u>CEO</u></p> <p>Dated: <u>9/2/23</u></p>	<p>City of Gladstone, Missouri:</p> <p></p> <p>By: Robert Baer</p> <p>City Manager</p> <p>Dated: _____</p>
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Work Authorization Affidavit

STATE OF MISSOURI)
COUNTY OF Clay) ss.

As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE: Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM: Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY: A person acts knowingly or with knowledge, (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN: An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared 9/2/23, who, being duly sworn, states on his oath or affirmation as follows:

1. My name is John D Hart and I am currently the CEO of TUSA Consulting Services, Inc. (hereinafter "Company"), whose business address is 118 N Conistor, Ste B, Box 357, and I am authorized to make this Affidavit. Liberty, MO 64068

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted Project Services.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

John D Hart
Affiant / Contractor

John D Hart
Printed Name

Subscribed and sworn to before me this 2nd day of Sept, 2023

Lynda Cromwell
Notary Public

SEAL

LYNDA CROMWELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES DECEMBER 19, 2026
CLAY COUNTY
COMMISSION #22505511