

PATH OF REVIEW WORKSHEET

PO # 003678

Typically at least two originals of the contract document are executed.

*Please mark all signature areas where executive director is to sign; complete any sections such as title, name, etc.

Adam G

Expenses (for Purchase of Goods or Services or Pass-Through of Federal Funds)

Agreement with TUSA CONSULTING SERVICES (Name of Vendor/Contractor/Agency)

Purpose DEVELOPMENT OF COST MODEL & SUSTAINMENT PLANNING FOR MARCS SYSTEM

Amount \$111,000.00 Period Covered to

Expense will charged to 9-1-1 ALLOCATIONS - COST SHARE (Provide "Grant Name" from the GP List of Active Grants found on the intranet under GP Financial Reports)

Grant (or GP GL Account) Number 26-9-90-91550-9155000-5220-00000

How will the expenses incurred under this agreement be funded? Indicate below the type of grant revenues that will be used to fund the expenses. (Refer to the grant income statement and determine the type of grant revenues budgeted for the grant. If multiple types of revenue, confer with the department director.)

Federal or Non-Federal:

Yes No - Are grant revenues Federal (Direct) or Federal Pass-Through? If yes, complete the "Direct or Pass-Through for Federal Grants" addendum. (See Intranet)

Key Vendor Information:

1. Taxpayer Identification Number (TIN) - Obtain number from attached Federal W-9 form.

(Format for EIN # is 12-3456789 or SSN# is xxx-xxx-1234, show only last 4 digits of SSN#)

2. E-Verify Affidavit - See guidance on MARC intranet, under Official Documents, E-Verify Program.

- Yes No - Is the purchase funded by a grant that requires the E-Verify affidavit?
Yes No - If yes, is the contract for services (not goods) and over \$5,000?
Yes No - If yes, is the E-Verify Affidavit attached?

Insurance Certificate:

- Yes No - Does agreement require a certificate of insurance coverage?
Yes No - Is MARC required to be listed as an additional insured?
Certificate obtained on (Insert date or N/A if not required)

Certifications:

- Yes No - Does the vendor have any local, state or federal certifications for DBE/WBE/MBE?
If "yes," attach certification(s) so that Dorothy Pope can have AP staff update the GP vendor record.

Bid Process:

See next page for summary information on the bid process or sole source procurement.

Approval Level to Expend Funds: (Mark the appropriate box)

Table with 2 columns: Approval Level and Marked Box. Options include \$1001 to \$5,000, \$5,001 to \$25,000, \$25,001 to \$50,000, and More than \$50,000.

Date 11/24/15 By B&P / MARC BOARD

Form Completed By ADAM GIEFFERT Date 12/1/15
Program Manager/Director Approval Date 12/1/15
Dept. Director Approval Date 12/2/15
Finance Dept. Approval Date 12/17/15
Joy, Virginia or Mark (D Pope make copy, if needed) Date
Executive Dir. Approval* Date 12/18/15

Special Instructions or Comments PLEASE RETURN TO ADAM GIEFFERT
Distribution within MARC: Original sent to Finance on
Copy sent to department on

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is by and between Mid-America Regional Council, hereinafter referred to as "MARC", and Tusa Consulting Services, hereinafter referred to as "CONSULTANT" and is effective this 1st day of December 2015.

WITNESSETH:

WHEREAS, MARC desires to retain CONSULTANT to prepare a cost model for shared maintenance of the Metropolitan Area Regional Radio Systems hereinafter referred to as "MARRS" and a long term infrastructure replacement plan for MARRS and to develop a map of the regional microwave network; and

WHEREAS, CONSULTANT represents that it has the personnel with technical expertise, experience and knowledge to perform such work for MARC;

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

1. SCOPE OF SERVICES

CONSULTANT shall perform and accomplish in a manner satisfactory to MARC those tasks described in Exhibit A (the "Services"), which are incorporated herein by reference. The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances.

2. TIME OF PERFORMANCE

A. Term - CONSULTANT shall begin performing the Services on or prior to December 1, 2015 and shall work diligently to complete the Project to the satisfaction of MARC, in accordance with the terms provided herein by May 31, 2016.

B. Extension of Term - The time frame for the completion of the Project under this Agreement may be extended at MARC's sole discretion upon request by the CONSULTANT. Any request for an extension of time to complete the Project shall be made in writing to MARC. The CONSULTANT shall provide to MARC, upon request, documentation to substantiate the justification for additional time needed to complete the Project. MARC shall provide the CONSULTANT with written notice of its decision within fifteen (15) days of the date that MARC received the written extension request.

3. COMPENSATION

A. Maximum Obligation - During the term of this Agreement, the compensation paid by MARC to CONSULTANT for all Services specified herein relating to the Project shall not exceed \$111,000. Exhibit A provides a breakdown of the maximum compensation for each task outlined in the Scope of Work provided hereunder. MARC shall be entitled to deduct

B. In the event of any such termination, the CONSULTANT shall deliver to MARC, as the property of MARC, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by MARC or prepared by or for the CONSULTANT under this Agreement.

6. COPYRIGHT AND OWNERSHIP OF DOCUMENTS

No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of CONSULTANT. Ownership of all designs, reports, drawings, studies, estimates, models, computations, and other related items prepared under this Agreement shall vest in MARC upon payment to the CONSULTANT for all Services rendered herein through the date of the expiration or termination of this Agreement.

7. ASSIGNMENT

The CONSULTANT's rights, obligations and duties under this Agreement shall not be assigned in whole or in part without the prior written consent of MARC. However, claims for money due to the CONSULTANT from MARC under the terms of this Agreement may be assigned to a bank, trust company or other such financial institution, provided that prompt written notice of such an assignment is given to MARC. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MARC.

8. INDEPENDENT CONTRACTOR

CONSULTANT will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, CONSULTANT shall be responsible for the payment of all required business license fees and all taxes including Federal, State and Local taxes arising from CONSULTANT'S activities under the terms of this Agreement.

9. PROHIBITED INTERESTS

No officer, member or employee of MARC, no member of MARC's governing body and no other public official of the locality or localities in which the Project is being carried out who exercises any functions or responsibilities in the review and approval of this Project shall participate in any decision related to this Agreement affecting, either directly or indirectly, his or her own personal interest. No member of or delegate to the Kansas Legislature, the Missouri General Assembly or the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising from it.

10. CONFLICTS OF INTEREST

A. CONSULTANT hereby certifies that the company and any personnel assigned to work for MARC under this Agreement are not involved in other community projects that would pose a conflict to the CONSULTANT's ability to successfully carry out the responsibilities of this Agreement. If potential conflicts arise during the term of this Agreement, the CONSULTANT agrees to notify MARC immediately in writing and discuss the potential issues and work with MARC to address any potential issues arising from the situation.

B. CONSULTANT covenants that it presently has no known personal or pecuniary interest and shall not knowingly acquire such interest, directly or indirectly, which could conflict in

15. NOTICES

Any action by MARC under this Agreement may be taken by David A. Warm, Executive Director, or such other person as MARC may designate for such purpose by written notice to CONSULTANT. All compensation and written notices to CONSULTANT shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile machine to:

Nick Tusa
Tusa Consulting Services
75757 Highway 1082
Covington, LA 70435
(985) 249-6467
nick.tusa@tusaconsulting.com

All invoices, written reports and written notices given to MARC shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine to:

Keith Faddis
Mid-America Regional Council
600 Broadway, Suite 200
Kansas City, Missouri 64105-1554
kfaddis@marc.org

16. ENTIRE AGREEMENT

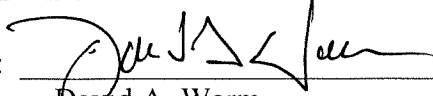
This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

17. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

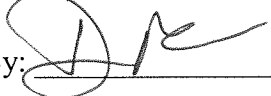
MID-AMERICA REGIONAL COUNCIL

By: 

David A. Warm
Executive Director

Date: 12/18/15

TUSA CONSULTING SERVICES

By: 

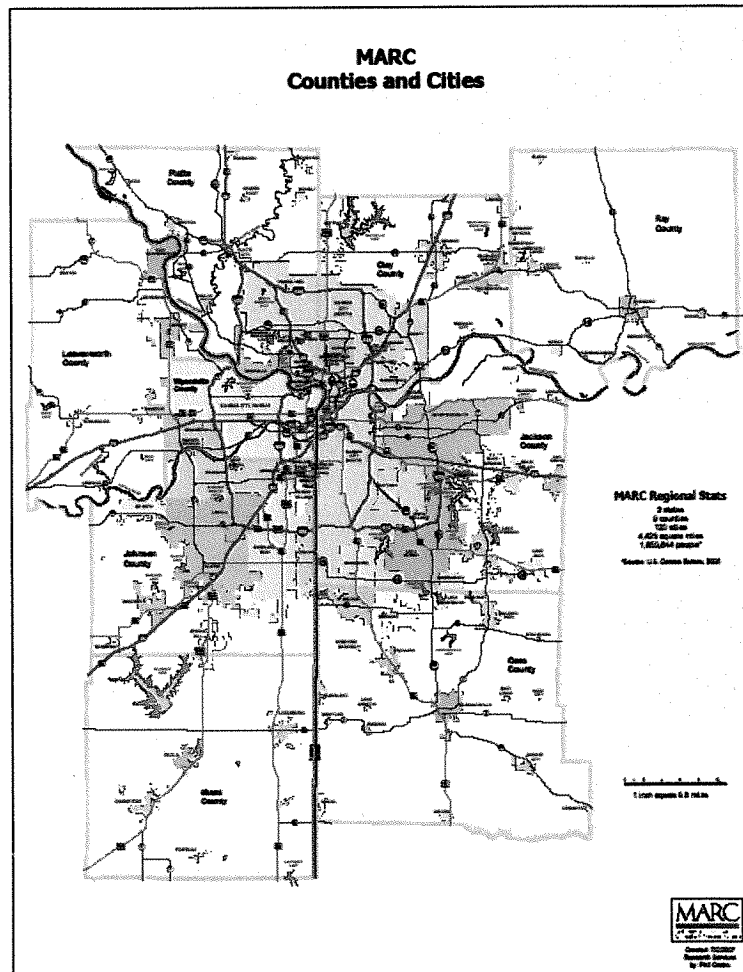
Date: 12/27/15

Exhibit A

MARRS

Cost Model Update

Statement of Work



Next Generation

Statement of Work



tusa | Consulting Services
Raising the Bar in Radio Communications

1. MARRS Cost Model Statement of Work

The following Statement of Work describes the tasks that will be performed by Tusa Consulting Services to provide the five (5) year updated cost model for the Metropolitan Area Regional Radio System (MARRS).

1.1 Develop Cost Structure Information with MARRS Technical Committee

The current cost model format, which provides a port fee and a subscriber fee, will be updated according to the guidance provided by the MARRS Technical Committee and Management Council. TCS will meet with these groups to determine the how the future cost model will be developed.

1.2 Interview System Managers (KC, Independence, Jackson County, Platte County, Cass County, Johnson County, KS., Wyandotte County, KS., State of Missouri, State of Kansas)

TCS will meet with the system manager/representative from each system connected to the switches in Kansas City, MO. and Johnson County, KS. TCS will look to receive detailed subscriber inventory and infrastructure contract specifications and cost information from each system manager in regards to the maintenance being provided for each system.

Minimal information needed would be:

- a. Contracts to purchase system and subscribers
- b. Subscriber Inventory
- c. Technical Maintenance Contracts
- d. Microwave
- e. RF Infrastructure
- f. System Spare Parts Inventory
- g. Supporting Infrastructure Contracts
 - Generator
 - UPS or Battery Backup
 - Site Civil
 - HVAC
- h. Personnel Costs for Administration and Maintenance

1.3 Maintenance Cost Savings Review and Approach

TCS will review the information provided by the system managers to provide recommendations on the system maintenance procedures and costs.

1.4 MARRS Vendor Maintenance Plan (discussion with vendors for current infrastructure, subscribers, & 3rd party equipment)

TCS will meet and discuss current maintenance contracts with vendors and understand response times, specifications for maintenance, qualifications of service personnel, and other factors necessary to maintain public safety communications.

Planning & Cost Estimates

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>
1	Develop Cost Structure Information with MARRS Technical Committee	8	\$1,200.00
2	Interview System Managers (KC, Independence, Jackson County, Platte County, Cass County, Wyandotte County, Johnson County, State of Missouri, State of Kansas)	60	\$9,000.00
3	Maintenance Cost Savings Review and Approach	24	\$3,600.00
4	MARRS Vendor Maintenance Plan (discussion with vendors for current infrastructure, subscribers, & 3rd party equipment)	40	\$6,000.00
5	Update current vendor maintenance contracts (RF, Microwave, other)	40	\$6,000.00
6	New Cost Model Presentation	8	\$1,200.00
7	Final Detailed Report and Cost Model	40	\$6,000.00
		Total	\$33,000.00

Next Generation MARRS

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Cost</u>
1	Vision & Approach (Interview MARRS Management Council, Technical, & User Committee)	40	\$6,000.00
2	Consolidated Dispatch Approach (Interview Management Council & User Committee)	40	\$6,000.00
3	Vendor Presentations (coordinate and attend)	40	\$6,000.00
4	Conceptual Design and Budget	80	\$12,000.00
		Total	\$30,000.00



tusa | Consulting Services
Raising the Bar In Radio Communications

August 10, 2015

Mr. Keith Faddis
Director, Mid-America Regional Council
600 Broadway, Suite 300
Kansas City, MO 64105

Dear Mr. Faddis,

Tusa Consulting Services II, LLC (TCS) appreciates the opportunity to provide a quote for services to investigate and document the microwave connectivity and configuration for the MARRS, RAMBIS, and PSAP microwave network. The quote for services also provides for documenting the microwave network configuration and providing an as-built document.

The quote is detailed by each network is provided as follows:

<u>Task</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Cost</u>
1	MARRS T1/Bandwidth Microwave/Landline Configuration and As-Built Document	160	\$150.00	\$24,000.00
2	MARC 911 Bandwidth Microwave/Landline Configuration and As-Built	160	\$150.00	\$24,000.00
			Total	
			Cost	\$48,000.00

Sincerely,

Dean Hart

Dean Hart | dean.hart@tusaconsulting.com
7332 N Palmer | Kansas City, MO. 64158
(816) 518-9223 | tusaconsulting.com