

**CONTRACT FOR
TECHNICAL SERVICES FOR POLICE**

This contract, made by and between the City of Independence, Missouri (hereinafter called City) and, Doug Christianson, a contractor.

WITNESSETH:

WHEREAS, City requires Technical Services for Police and,

WHEREAS, Contractor is prepared to provide said professional services and shall give consultation and advice to City during the performance of said services;

NOW THEREFORE, City and Contractor in consideration of the mutual covenants contained in this contract, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this contract shall be September 1, 2020.

ARTICLE 2 – SERVICES PERFORMED BY CONTRACTOR

Contractor shall perform the services set forth in the documents attached hereto marked as Exhibit A and made a part of this contract, which include one or more of these documents: scope of work and pricing.

ARTICLE 3 – PERIOD OF SERVICE

The services shall be for one-year with 4 one-year possible renewals.

ARTICLE 4 – COMPENSATION

For services performed, the City shall pay the contractor:

Labor Rate, per regular hour	\$ 48.00
Overtime Rate, per non-business hours	\$ 72.00
Service Call Rate, non-business hours	\$ 48.00
Mark-up rate for equipment and supplies, goods Police cannot provide	10 %

Regular (e.g. monthly) invoices shall be submitted by the contractor to the City for payment of services performed and expenses incurred during the preceding month. Invoices shall indicate the hours expended for each individual person, the total labor billing, and a summary of other expenses and charges with supporting documentation.

The City's payment terms are Net 30. Payment will be made by the City within thirty (30) days of receipt of the complete invoice. The City's preferred method of payment is via City credit card with no added fees. If credit is not acceptable, payment will be made by check.

The City is exempt from State of Missouri sales and use taxes on purchases made directly for the City. Contractor shall not include any sales or use taxes on transactions between the contractor and City.

ARTICLE 5 – PERMITS AND LICENSES

The contractor shall procure all necessary local construction permits and licenses and a City of Independence occupation license, unless exempt under state law. Contractor will abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this contract is performed, and will require the same of all sub-contractors. The contractor must furnish and maintain certification of authority to conduct business in the State of Missouri.

ARTICLE 6 – OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by contractor as part of the services shall become the property of City, provided contractor has the unrestricted right to their use. Notwithstanding the foregoing, City accepts that any re-use of the documents or intellectual property shall be at City's sole risk and liability.

ARTICLE 7 – CHANGES, DELETIONS, OR ADDITIONS TO CONTRACT

Either party may request changes within the general scope of this Contract. If a requested change causes an increase or decrease in the cost or time required to perform this contract, City and contractor will agree to an equitable adjustment of the contract price, period of service, or both, and will reflect such adjustment in a change order or formal modification.

ARTICLE 8 – STANDARD OF CARE

Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a peer professional under similar circumstances.

ARTICLE 9– LIABILITY AND INDEMNIFICATION

Having considered the potential liabilities that may exist during the performance of this contract and the contractor's fee, and in consideration of the mutual covenants contained in the contract, City and contractor agree to allocate and limit such liabilities in accordance with this article.

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City, its officers, directors, and employees against all damages liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by the contractor's negligent performance of professional services under this contract and that of its sub-contractors or anyone for whom the contractor is legally liable. Contractor shall indemnify City against legal liability for damages arising out of claims by contractor's employees.

ARTICLE 10 – INSURANCE

Unless otherwise stated in the specifications, the Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the materials, equipment or supplies provided to the City. The insurer(s) must be licensed for business in the State of Missouri and maintain an A.M. Best rating of no less than A: VII; or an insurer approved by the City. Each policy requires a minimum cancellation notification of at least 30 days' advance written notice to the City.

Contractor must demonstrate the following insurance coverage in accordance with the estimated value limits (formal vs. informal). The bid document will specify whether a solicitation is "formal" or "informal".

Informal Purchases (less than \$25,000)

(1) General Liability Insurance, with a \$500,000 combined single limit.

Formal Purchases (\$25,000 and over)

- (1) General Liability Insurance, with bodily injury and property damage limits of \$1,000,000 for each occurrence with a \$2,000,000 general aggregate and \$2,000,000 products and completed operations aggregate.
- (2) Automobile liability Insurance for any owned, hired and non-owned vehicles, with bodily injury limits of \$1,000,000 for each person and \$1,000,000 for each accident, and with property damage limits of \$1,000,000 for each accident; OR \$1,000,000 Combined Single Limits, including bodily injury and property damage.

The above limits are the minimum acceptable and do not infer or place a limit on the liability of the Supplier. The City is to be named as an additional insured as the City's interest may appear in regards to the materials, equipment or supplies provided the City. The Supplier's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess for the City and not contribute with the coverage maintained by the Supplier.

ARTICLE 11 – SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. City.

ARTICLE 12 – DELAY IN PERFORMANCE

Neither City nor contractor shall be considered in default of this contract for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this contract, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restrains; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either City or contractor under this contract. If such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this contract.

ARTICLE 13 – TERMINATION

City may terminate or suspend performance of this contract for City's convenience upon written notice to contractor. Contractor shall terminate or suspend performance of the services on a schedule acceptable to City. If termination or suspension is for City's convenience, City shall pay contractor for all the services performed till the date of the termination by the City or suspension expenses. If contract is restarted, an equitable adjustment shall be made to contractor's compensation.

This contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this contract. The nonperforming party shall have 15 calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party. In the event that funding for the contract is discontinued, City shall have the right to terminate this contract immediately upon written notice to contractor.

ARTICLE 14– WAIVER

A waiver by either City or contractor of any breach of this contract shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this contract or the occurrence of any event rendering any portion or provision of this contract void shall in no way affect the validity or enforceability of any other portion or provision of this contract. Any void provision shall be deemed

severed from this contract, and the balance of this contract shall be construed and enforced as if this contract did not contain the particular portion or provision held to be void. The parties further agree to amend this contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this article shall not prevent this entire contract from being void if a provision which is of the essence of this contract be determined void.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

City and contractor each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to the contract and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this contract.

ARTICLE 17 – ASSIGNMENT

Neither City nor contractor shall assign any rights or duties under this contract without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this contract.

ARTICLE 18– THIRD PARTY RIGHTS

Nothing in this contract shall be construed to give any rights or benefits to anyone other than City and contractor.

ARTICLE 19– INDEPENDENT CONTRACTORS

Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this contract shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This contract shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 20– AUDIT

Contractor agrees that the City, or a duly authorized representative, shall, until the expiration of three (3) years after final payment under this contract have access to and the right to examine and copy any pertinent books, documents, papers, records, or electronic records of the contractor involving transactions related to this contract.

ARTICLE 21 – EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract or purchase order, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.

The contractor will send to each labor union or representative of workers with which contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by a contract compliance officer advising the said labor union or workers' representatives of the contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his or her books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or purchase order with any of the said rules, regulations, or orders, this contract or purchase order may be canceled, terminated, or suspended in whole or in part, and the organization may be declared ineligible for any further government contracts or purchase order or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the entire text of this Equal Employment Opportunity section and its subsections in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contractor or purchase order as the City may direct as a means of enforcing such provisions, including sanctions of noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the City, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

ARTICLE 22 – GOVERNING LAW

This contract shall be governed by the laws of the State of Missouri. The City and the contractor agree that the performance of this contract will be deemed to have occurred in the State of Missouri and that contractor's performance under this contract will be deemed the transaction of business in Missouri. Jurisdiction and venue for any claim or cause of action arising under this contract shall be exclusively in the Sixteenth Judicial Circuit of Missouri and the contractor submits to personal jurisdiction of and waives any personal jurisdiction or inconvenient forum objection to, that court.

ARTICLE 23 – COMMUNICATIONS

Any communication required by this contract to the contractor shall be made in writing to the authorized representative named on the completed front page or response page of the solicitation. Any communication required by this contract with the City shall be to:

Procurement Specialist at purchasing@indepmo.org

Nothing contained in this article shall be construed to restrict the transmission of routine communications between representatives of contractor and City.

ARTICLE 24 – SEPARATE CONTRACTS

City and contractor each reserve the right to, from time to time, enter into other contracts for specific projects. If such contracts are separately approved in writing by the parties, the terms and conditions of those contracts shall prevail for the specific projects set forth therein.

ARTICLE 25 – ENTIRE CONTRACT

This contract represents the entire agreement between the City and contractor. All previous or contemporaneous agreements, representations, promises and conditions relating the contractor's services described herein are superseded. The RFP including the terms and conditions, the contractor's response and written proposal, and purchase order (where applicable) shall constitute the entire contract. If these General Terms & Conditions be in conflict with any attached Special Conditions, the Special Conditions will supersede the General Terms & Conditions. In case of a discrepancy, the purchase order shall take precedence over the RFP and the RFP shall take precedence over the contractor's response and written proposal.

ARTICLE 26 – SURVIVAL OF TERMS

The following provisions shall survive the expiration or termination of this contract for any reason: if any payment obligations exist, Article 4 – Compensation; Article 5 – Permits and Licenses; Article 9 – Liability and Indemnification; Article 14 – Waiver; Article 15 – Severability; Article 17 – Assignment; Article 19 – Independent Contractors; Article 22 – Governing Law; Article 25 – Entire Contract; and this Article 26 – Survival of Terms.

IN WITNESS WHEREOF, City and contractor, by and through their authorized officers, have made and executed this contract.

City

By 

Date 3/16/20

Contractor

By 

Title Owner

Date 3-15-2020

EXHIBIT A

THE INDEPENDENCE POLICE DEPARTMENT WILL:

Provide an indoor, climate controlled, secure location for servicing all equipment.
Maintain accounts for parts and supplies, and specialized test equipment relating to the 700/800 MHz Radio System.

VENDOR WILL:

Provide and maintain all equipment necessary to service existing Motorola MCC7500 Consoles, digital and analog CCTV, L-3 Car Video Systems, Motorola MW810 Mobile Computer Systems, Millennium Card Access System, vehicle emergency lighting, Opticom signal light controller, UPS Power Systems and other electronic equipment at Independence Police Department facility. Install and maintain network and telephone infrastructure, including installation of cabling systems, network/telephone drops, and equipment as permitted and approved by Technology Services. Use parts and supplies provided by Independence Police Department, unless otherwise directed by Independence Police Department.

TECHNICIAN REQUIREMENTS

Must be FCC, APCO or NABER Licensed/Certified.

Must have minimum 5 years' experience in all fields listed in Duties.

Must have advanced educational training - Electronics Degree from Accredited University/Technical School preferred.

Should have background in Public Safety Communications - previous law enforcement/fire/

Emergency management experience desired.

Should have knowledge and experience with the maintenance and management of law enforcement records management and computer aided dispatch software programs.

Must meet all CJIS Security requirements.

Must successfully pass a law enforcement background check.

BASIC DUTIES:

Repair/preventive maintenance of all communications equipment – site equipment, consoles, control stations, base stations, repeaters, mobiles, portables.

Installation of new communications equipment and cabling.

Complete vehicle changeovers - remove all non-factory equipment from cars, repair as needed, reinstall in new cars. Will include radio, lightbar and controls, siren and speaker, console, push bumpers, rear plastic seats, prisoner partitions (cages), and other accessories, as needed.

Complete changeovers of unmarked cars, as needed.

Construction of customized brackets or mounting hardware, as needed.

Repair/preventive maintenance, programming and installation of all Motorola 700 MHz Radio System components, UPS Systems, CCTV, L-3 Car Video Systems, Millennium Card Access System, vehicle lighting and other electronic equipment at Independence Police Department facility and associated sites. Install and maintain network and telephone infrastructure, including installation of cabling systems, network/telephone drops, and equipment as permitted and approved by Technology Services.

Maintenance of parts inventory.

Ensure that equipment needed for proper operation of the fleet is available when needed.

Work with Technology Services to address Police Department needs relating to the maintenance and upgrade of the Department records management and computer aided dispatch software.

Repair/Preventative maintenance, programming and installation of hardware and software for the Department's mobile data equipment.

Maintain records of parts/equipment/time spent for each vehicle/radio.

Assist in writing/reviewing equipment specifications, as required.

Consult with unit commanders regarding equipment needs.

Prepare warranty claim forms for equipment repaired under warranty arrangements with manufacturers.

Other duties within abilities of vendor, by mutual agreement of vendor and Independence Police Department.

ESTIMATED TIME REQUIREMENTS:

Time is estimated at 35 hours per week to complete required duties.

Normal business hours are: Monday-Friday, 8:00 a.m. to 5:00 p.m.