

City of Denton
Contract # 5860

**Professional Services for Public Safety
Communications Assessment, Planning, and
Technology Procurement**

EXHIBIT 1

CONTRACT # 5860
PROFESSIONAL SERVICES AGREEMENT
FOR PUBLIC SAFETY COMMUNICATIONS ASSESSMENT,
PLANNING, AND TECHNOLOGY PROCUREMENT

STATE OF TEXAS §

COUNTY OF DENTON §

THIS AGREEMENT is made and entered into on June 24, 2015, by and between the City of Denton, Texas, a Texas municipal corporation, with its principal office at 215 East McKinney Street, Denton, Denton County, Texas 76201, hereinafter called "OWNER" and Mission Critical Partners, Inc., with its corporate office at 502 N. Carroll Avenue, Suite 120, Southlake, Texas 76092, hereinafter called "CONSULTANT," acting herein, by and through their duly authorized representatives.

WITNESSETH, that in consideration of the covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I
EMPLOYMENT OF CONSULTANT

The OWNER hereby contracts with the CONSULTANT, as an independent contractor, and the CONSULTANT hereby agrees to perform the services herein in connection with the Project as stated in the sections to follow, with diligence and in accordance with the highest professional standards customarily obtained for such services in the State of Texas. The professional services set out herein are in connection with the following described project:

The Project shall include, without limitation, a comprehensive assessment of the City of Denton Public Safety communications services. The project includes an analysis of call processing procedures, staffing requirements and personnel retention, assessment of technology needs including Computer Aided Dispatch (CAD) system, public safety Record Management Systems (RMS), identifying a path that will take advantage of city and county radio infrastructure, and assessing space requirements for a public safety communications and the Office of Emergency Management.

ARTICLE II
SCOPE OF SERVICES

The CONSULTANT shall perform the following services in a professional manner:

- A. The CONSULTANT shall perform all those services as necessary and as described in the CONSULTANT's Transmittal Letter, dated April 24, 2015, which is attached hereto and made a part hereof as **Exhibit "A"** as if written word for word herein.

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- B. CONSULTANT shall perform all those services set forth in individual task orders which shall be attached to this Agreement and made a part hereof for all purposes as separate agreements.
- C. If there is any conflict between the terms of this Agreement and the exhibits attached to this Agreement, the terms and conditions of this Agreement will control over the terms and conditions of the attached exhibits or task orders.

ARTICLE III ADDITIONAL SERVICES

Additional services to be performed by the CONSULTANT, if authorized by the OWNER, which are not included in the above-described Scope of Services. Any requested additional services shall be in accordance to the fee schedule detailed in **Exhibit B**, Mission Critical Partners, Inc. 2015-2016 H-GAC Rate Schedule under Contract No. HP07-13.

ARTICLE IV PERIOD OF SERVICE

This Agreement shall become effective upon execution of this Agreement by the OWNER and the CONSULTANT and upon issue of a notice to proceed by the OWNER, and shall remain in force for the period which may reasonably be required for the completion of the Project, including Additional Services, if any, and any required extensions approved by the OWNER. This Agreement may be sooner terminated in accordance with the provisions hereof. Time is of the essence in this Agreement. The CONSULTANT shall make all reasonable efforts to complete the services set forth herein as expeditiously as possible and to meet the schedule established by the OWNER, acting through its City Manager or his designee.

ARTICLE V COMPENSATION

The Owner shall compensate the Design Professional as follows:

Basic Services:

Task 1 – Emergency Call Processing Analysis	\$17,328.00
Task 2 – Staffing Analysis	\$15,736.00
Task 3 – Upgrade/Replacement of CAD and RMS	\$49,181.00
Task 4 – Radio System Planning	\$10,800.00
Task 5 – Space Analysis and Assessment	\$ 6,951.00
Total Not to Exceed Cost	\$99,996.00

- A. **BILLING AND PAYMENT:** For and in consideration of the professional services to be performed by the CONSULTANT herein, the OWNER agrees to pay, based on the cost

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estimate detail at an hourly rate shown in Exhibit "C" which is attached hereto and made a part of this Agreement as if written word for word herein, a total fee, including reimbursement for direct non-labor expenses not to exceed \$99,996.00.

Partial payments to the CONSULTANT will be made on the basis of detailed monthly statements rendered to and approved by the OWNER through its City Manager or his designee; however, under no circumstances shall any monthly statement for services exceed the value of the work performed at the time a statement is rendered.

Nothing contained in this Article shall require the OWNER to pay for any work which is unsatisfactory, as reasonably determined by the City Manager or his designee, or which is not submitted in compliance with the terms of this Agreement. The OWNER shall not be required to make any payments to the CONSULTANT when the CONSULTANT is in default under this Agreement.

It is specifically understood and agreed that the CONSULTANT shall not be authorized to undertake any work pursuant to this Agreement which would require additional payments by the OWNER for any charge, expense, or reimbursement above the maximum not to exceed fee as stated, without first having obtained written authorization from the OWNER. The CONSULTANT shall not proceed to perform the services listed in Article III "Additional Services," without obtaining prior written authorization from the OWNER.

- B. **ADDITIONAL SERVICES:** For additional services authorized in writing by the OWNER in Article III, the CONSULTANT shall be paid based on the Schedule of Charges at an hourly rate shown in **Exhibit "B."** Payments for additional services shall be due and payable upon submission by the CONSULTANT, and shall be in accordance with subsection B hereof. Statements shall not be submitted more frequently than monthly.
- C. **PAYMENT:** If the OWNER fails to make payments due the CONSULTANT for services and expenses within thirty (30) days after receipt of the CONSULTANT's undisputed statement thereof, the amounts due the CONSULTANT will be increased by the rate of one percent (1%) per month from the said thirtieth (30th) day, and, in addition, the CONSULTANT may, after giving seven (7) days' written notice to the OWNER, suspend services under this Agreement until the CONSULTANT has been paid in full all amounts due for services, expenses, and charges, provided, however, nothing herein shall require the OWNER to pay the late charge of one percent (1%) set forth herein if the OWNER reasonably determines that the work is unsatisfactory, in accordance with this Article V, "Compensation."

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ARTICLE VI **OBSERVATION AND REVIEW OF THE WORK**

The CONSULTANT will exercise reasonable care and due diligence in discovering and promptly reporting to the OWNER any defects or deficiencies in the work of the CONSULTANT or any subcontractors or subconsultants.

ARTICLE VII **OWNERSHIP OF DOCUMENTS**

All documents prepared or furnished by the CONSULTANT (and CONSULTANT's subcontractors or subconsultants) pursuant to this Agreement are instruments of service, and shall become the property of the OWNER upon the termination of this Agreement. The CONSULTANT is entitled to retain copies of all such documents. The documents prepared and furnished by the CONSULTANT are intended only to be applicable to this Project, and OWNER's use of these documents in other projects shall be at OWNER's sole risk and expense. In the event the OWNER uses any of the information or materials developed pursuant to this Agreement in another project or for other purposes than specified herein, CONSULTANT is released from any and all liability relating to their use in that project.

ARTICLE VIII **INDEPENDENT CONTRACTOR**

CONSULTANT shall provide services to OWNER as an independent contractor, not as an employee of the OWNER. CONSULTANT shall not have or claim any right arising from employee status.

ARTICLE IX **INDEMNITY AGREEMENT**

The CONSULTANT shall indemnify and save and hold harmless the OWNER and its officers, agents, and employees from and against any and all liability, claims, demands, damages, losses, and expenses, including, but not limited to court costs and reasonable attorney fees incurred by the OWNER, and including, without limitation, damages for bodily and personal injury, death and property damage, resulting from the negligent acts or omissions of the CONSULTANT or its officers, shareholders, agents, or employees in the execution, operation, or performance of this Agreement.

Nothing in this Agreement shall be construed to create a liability to any person who is not a party to this Agreement, and nothing herein shall waive any of the parties' defenses, both at law or equity, to any claim, cause of action, or litigation filed by anyone not a party to this Agreement, including the defense of governmental immunity, which defenses are hereby expressly reserved.

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ARTICLE X **INSURANCE**

During the performance of the services under this Agreement, CONSULTANT shall maintain the following insurance with an insurance company licensed to do business in the State of Texas by the State Insurance Commission or any successor agency that has a rating with Best Rate Carriers of at least an A or above:

- A. Comprehensive General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- B. Automobile Liability Insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident, and with property damage limits of not less than \$100,000 for each accident.
- C. Worker's Compensation Insurance in accordance with statutory requirements, and Employers' Liability Insurance with limits of not less than \$100,000 for each accident.
- D. Professional Liability Insurance with limits of not less than \$1,000,000 annual aggregate.
- E. The CONSULTANT shall furnish insurance certificates or insurance policies at the OWNER's request to evidence such coverages. The General Liability and Auto Liability insurance policies shall name the OWNER as an additional insured. CONSULTANT shall endeavor to provide OWNER with any cancellation or modification to its insurance policies.

ARTICLE XI **ARBITRATION AND ALTERNATE DISPUTE RESOLUTION**

The parties may agree to settle any disputes under this Agreement by submitting the dispute to arbitration or other means of alternate dispute resolution, such as mediation. No arbitration or alternate dispute resolution arising out of or relating to this Agreement, involving one party's disagreement, may include the other party to the disagreement without the other's approval.

ARTICLE XII **TERMINATION OF AGREEMENT**

- A. Notwithstanding any other provision of this Agreement, either party may terminate by giving thirty (30) days' advance written notice to the other party.
- B. This Agreement may be terminated in whole or in part in the event of either party substantially failing to fulfill its obligations under this Agreement. No such termination

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will be affected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate and setting forth the reasons specifying the non-performance, and not less than thirty (30) calendar days to cure the failure; and (2) an opportunity for consultation with the terminating party prior to termination.

- C. If the Agreement is terminated prior to completion of the services to be provided hereunder, CONSULTANT shall immediately cease all services and shall render a final bill for services to the OWNER within thirty (30) days after the date of termination. The OWNER shall pay CONSULTANT for all services properly rendered and satisfactorily performed and for reimbursable expenses to termination incurred prior to the date of termination, in accordance with Article V "Compensation." Should the OWNER subsequently contract with a new consultant for the continuation of services on the Project, CONSULTANT shall cooperate in providing information. The CONSULTANT shall turn over all documents prepared or furnished by CONSULTANT pursuant to this Agreement to the OWNER on or before the date of termination, but may maintain copies of such documents for its use.

ARTICLE XIII **RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

Approval by the OWNER shall not constitute, nor be deemed a release of the responsibility and liability of the CONSULTANT, its employees, associates, agents, subcontractors, and subconsultants for the accuracy and competency of their designs or other work; nor shall such approval be deemed to be an assumption of such responsibility by the OWNER for any defect in the design or other work prepared by the CONSULTANT, its employees, subcontractors, agents, and consultants.

ARTICLE XIV **NOTICES**

All notices, communications, and reports required or permitted under this Agreement shall be personally delivered or mailed to the respective parties by depositing same in the United States mail to the address shown below, certified mail, return receipt requested, unless otherwise specified herein. Mailed notices shall be deemed communicated as of three (3) days' mailing:

To CONSULTANT:

David F. Jones, ENP
Senior Vice President/Principal
Mission Critical Partners, Inc.
502 N. Carroll Avenue, Suite 120
Southlake, Texas 76092
Ph#1-888-862-7911
www.MCP911.com

To OWNER:

City of Denton
George Campbell, City Manager
215 East McKinney
Denton, Texas 76201
Ph# 940-349-7100
purchasing@cityofdenton.com

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All notices shall be deemed effective upon receipt by the party to whom such notice is given, or within three (3) days' mailing.

ARTICLE XV **ENTIRE AGREEMENT**

This Agreement, consisting of **17 pages and three (3) exhibits**, constitutes the complete and final expression of the agreement of the parties, and is intended as a complete and exclusive statement of the terms of their agreements, and supersedes all prior contemporaneous offers, promises, representations, negotiations, discussions, communications, and agreements which may have been made in connection with the subject matter hereof.

ARTICLE XVI **SEVERABILITY**

If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

ARTICLE XVII **COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the work covered hereunder as they may now read or hereinafter be amended.

ARTICLE XVIII **DISCRIMINATION PROHIBITED**

In performing the services required hereunder, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or physical handicap.

ARTICLE XIX **PERSONNEL**

- A. The CONSULTANT represents that it has or will secure, at its own expense, all personnel required to perform all the services required under this Agreement. Such personnel shall not be employees or officers of, or have any contractual relations with the OWNER. CONSULTANT shall inform the OWNER of any conflict of interest or potential conflict of interest that may arise during the term of this Agreement.

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- B. All services required hereunder will be performed by the CONSULTANT or under its supervision. All personnel engaged in work shall be qualified, and shall be authorized and permitted under state and local laws to perform such services.

ARTICLE XX **ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in this Agreement (whether by assignment, novation, or otherwise) without the prior written consent of the OWNER.

ARTICLE XXI **MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, and unless such waiver or modification is in writing and duly executed; and the parties further agree that the provisions of this section will not be waived unless as set forth herein.

ARTICLE XXII **MISCELLANEOUS**

- A. The following exhibits are attached to and made a part of this Agreement: (list exhibits)
- B. The OWNER shall have the right to audit and make copies of the books, records and computations pertaining to this agreement. The CONTRACTOR shall retain such books, records, documents and other evidence pertaining to this agreement during the contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within 10 business days of written request. Further, the CONTRACTOR shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to this agreement, and to allow the OWNER similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the OWNER unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the CONTRACTOR which must be payable within five business days of receipt of an invoice. Failure to comply with the provisions of this section shall be a material breach of this contract and shall constitute, in the OWNER'S sole discretion, grounds for

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termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

- C. Venue of any suit or cause of action under this Agreement shall lie exclusively in Denton County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.
- D. For the purpose of this Agreement, the key persons who will perform most of the work hereunder shall be David F. Jones. However, nothing herein shall limit CONSULTANT from using other qualified and competent members of its firm to perform the services required herein.
- E. CONSULTANT shall commence, carry on, and complete any and all projects with all applicable dispatch, in a sound, economical, and efficient manner and in accordance with the provisions hereof. In accomplishing the projects, CONSULTANT shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on by the OWNER.
- F. The OWNER shall assist the CONSULTANT by placing at the CONSULTANT's disposal all available information pertinent to the Project, including previous reports, any other data relative to the Project, and arranging for the access thereto, and make all provisions for the CONSULTANT to enter in or upon public and private property as required for the CONSULTANT to perform services under this Agreement.
- G. The captions of this Agreement are for informational purposes only, and shall not in any way affect the substantive terms or conditions of this Agreement.

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IN WITNESS HEREOF, the City of Denton, Texas has caused this Agreement to be executed by its duly authorized City Manager, and CONSULTANT has executed this Agreement through its duly authorized undersigned officer on this the 30th day of June, 2015.

CITY OF DENTON, TEXAS



GEORGE C. CAMPBELL, CITY MANAGER

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
ANITA BURGESS, CITY ATTORNEY

BY: _____

CONSULTANT



AUTHORIZED SIGNATURE, TITLE
R. Kevin Murray, President

WITNESS:

BY: _____

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CITY OF DENTON INSURANCE REQUIREMENTS FOR CONTRACTORS

Bidder's attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of Bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract. Upon bid award, all insurance requirements shall become contractual obligations, which the successful bidder shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

As soon as practicable after notification of bid award, Contractor shall file with the Purchasing Department satisfactory certificates of insurance, containing the bid number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractors are strongly advised to make such requests prior to bid opening, since the insurance requirements may not be modified or waived after bid opening unless a written exception has been submitted with the bid. Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the bid proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- Liability policies shall be endorsed to provide the following:
 - Name as additional insured the City of Denton, its Officials, Agents, Employees and volunteers.
 - That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that this

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insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- *Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled before the expiration date.*
- Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

[X] A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition

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and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

[X] Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$500,000.00 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

[X] Workers' Compensation Insurance

Contractor shall purchase and maintain Worker's Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Worker's Compensation Commission (TWCC).

[] Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least combined bodily injury and property damage per occurrence with a _____ aggregate.

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☒ **Professional Liability Insurance**

Professional liability insurance with limits not less than \$1,000,000 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

☐ **Builders' Risk Insurance**

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

☐ **Commercial Crime**

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than _____ each occurrence are required.

☐ **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

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ATTACHMENT 1

[X] Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

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- 2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
- 1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4) obtain from each other person with whom it contracts, and provide to the contractor:
 - a) certificate of coverage, prior to the other person beginning work on the project; and
 - b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

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- 7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Contract # 5860
Exhibit A
Scope of Services



TRANSMITTAL LETTER

April 24, 2015

Robin Paulsgrove, Fire Chief
City of Denton Fire Department
332 East Hickory Street
Denton, TX 76201

Re: Letter Proposal to Provide Professional Services for Public Safety Communications Assessment, Planning, and Technology Procurement

Dear Chief Paulsgrove,

Mission Critical Partners, Inc. (MCP) is pleased to submit this proposal to provide a comprehensive assessment of the City of Denton (City) public safety communications services. This letter contains a description of our proposed scope of services. I believe you'll find this is consistent with our discussion of Thursday, April 16th and that it goes to the priorities that have been outlined by yourself, Chief Howell, and ACM John Cabrales during the meeting.

As per our earlier discussions, MCP is using our pricing structure that comes from our contract vehicle (contract no. #HP13-07) with the HGAC Purchasing Cooperative. As this pricing was developed during a competitive procurement process, this is among the best pricing options that can be presented to the City of Denton.

We appreciate the opportunity to present this proposal to the City, and look forward to working with you and your staff. If you have any questions and/or comments, please do not hesitate to contact me at 864-809-9911 (cell), 817-213-6919 (direct office), or via email at davidjones@mcp911.com.

Kind regards,

MISSION CRITICAL PARTNERS, INC.

David F. Jones, ENP
Senior Vice President/Principal

MissionCriticalPartners

502 N. Carroll Avenue, Suite 120 | Southlake, TX 76092 | 888.8.MCP.911 or 888.862.7911 | www.MCP911.com



BACKGROUND

MCP understands that the City of Denton has an estimated current population of 123,000 residents and that the City encompasses 95 square miles. Between 2000 and 2010 the City experienced an increase of population from 80,537 to 113,383 representing a 40.8 percent rate of growth. Between 2010 and 2013, the City experienced an additional increase of 8.3 percent. This rate of growth is expected to continue through 2030 according to the Denton Economic Development Partnership. As a result, the City must be prepared to serve a population of approximately 207,334 within the next 15 years.

MCP has conducted two meetings with the City that involved the chief executives of the Fire and Police departments and City Manager's Office. We learned that the public safety related issues that are most important to the City include:

- Reduction of public safety response times through the efficient utilization of resources;
- Enhancing the accuracy and utilization of public safety data through the implementation of new technologies;
- Defining current and future public safety communications staffing requirements;
- Promoting interoperability among first responder agencies through the efficient utilization of municipal, county and regional radio system infrastructure; and
- Identifying the future space requirements for the public safety communications office and the emergency operations center (EOC).

This proposal describes MCP's methodology for conducting a complete assessment of the City's public safety communication services. The project includes an analysis of call processing procedures, staffing requirements and personnel retention, assessment of technology needs including Computer Aided Dispatch (CAD) system, public safety Record Management Systems (RMS), identifying a path that will take advantage of city and county radio infrastructure, and assessing space requirements for public safety communications and the Office of Emergency Management.

PROJECT MANAGEMENT

MCP consultants have served in local government as first responders and public safety executive managers. Our staff has worked together on similar initiatives while serving in county and city government, and is familiar with the City's concerns regarding the need to maintain specific levels of service. The following is a description of MCP's approach and strategy for advancing the project development. Critical factors for the Project's success include:

- Identification of and participation of key stakeholders
- Establishing a clear definition of success with key stakeholders at the onset of the project
- Provision of accurate and timely data from key stakeholders to complete assessment
- Timely feedback of draft assessment and recommendations

MCP will assign a Project Manager (PM) who possesses extensive experience in all aspects of public safety including fire protection, emergency medical services, law enforcement, and emergency



management. Our PM will be authorized to dedicate resources within MCP to assure the successful completion of this project. The PM will ensure the executive-level support in understanding and executing the Scope of Work. MCP will strive to develop a results-oriented approach that aligns with the City's public safety mission. We are committed to working with the City of Denton to develop key milestones and delivering regular progress reports.

MCP's process follows Project Management Institute (PMI) methodologies by developing a proposed Project Plan that includes:

- Project Purpose
- Project Scope
- Project Objectives
- Project Schedule
- Project Budget
- Project Deliverables
- Project Controls

The Project will begin with a formal initiation meeting with the City of Denton Communication Center stakeholders. MCP will schedule this meeting to occur within 10 business days of receiving a Notice to Proceed (NTP). This meeting is organized to establish an in-depth understanding of the formal and informal issues related to the project. During this meeting, we will confirm that all project plan tasks are captured. Essentially, we ask the question of the stakeholders, "What is success?" By defining success, we are able to institute a plan to establish human resources, systems, and operations' best practices.

The initiation meeting establishes the final scope of the project, roles, communications path, and communications rhythm.

SCOPE OF WORK

TASK 1: EMERGENCY CALL PROCESSING ANALYSIS

MCP understands that the Communications Division of the Denton Police Department manages the City's public safety answering point (PSAP) or Communications Center (Center). The Center provides 9-1-1 call taking and dispatch services for both the Denton Police and Fire Departments.

MCP will work with the City to review existing Standard Operating Procedures (SOPs) that are applicable to the call handling (call take and dispatch) process, as well as any additional policies and procedures not a part of the SOPs that may affect the same. Specifically, MCP will assess division of labor and accountabilities regarding:

1. Emergency and non-emergency call answering
2. Caller query processes
3. Dispatch sequence and methodologies including alerting and event announcement sequence
4. Status management and documentation



Included in this analysis is a determination of how and when status changes are captured via CAD versus actual synchronization with the voice logger. (This aspect of the analysis will be performed for up to 20 events, primarily for anecdotal purposes rather than a statistical validation.)

It is anticipated that MCP will evaluate the following elapsed times for fire and police incidents for the last six months of 2014 as captured by CAD reporting:

1. First keystroke until call dispatch as captured by CAD reporting
2. Call dispatch until first unit acknowledges *in route* as captured by the CAD

The elapsed times and call processing methodologies will be evaluated to define opportunities to improve efficiencies. MCP will also evaluate methodologies in comparison to recognized best practices and standards including the Association of Public-Safety Communications Officials (APCO), National Emergency Number Association (NENA), and the National Fire Protection Association (NFPA).

MCP will conduct on-site observation and meetings to document the typical workflow/call processing procedures within the Center. MCP staff will review additional documents that may be available (e.g., other reference manuals, Continuity of Operations Plans, SOPs, etc.), which will help ensure alignment across all facets of operations and technology involved in call processing. In addition, MCP will evaluate the Quality Assurance process used within the PSAP to determine what, if any, steps can be taken for providing feedback to optimize the emergency call handling process.

Working in conjunction with the Denton Fire and Police Department personnel, our consultants will assess current PSAP staff allocation to identify any existing challenges and opportunities to improve efficiencies. The assessment process will include on-site observations, facilitating individual and group meetings, data gathering, and data analysis necessary to perform a review of the following:

- Denton Fire Department and Denton Police Department dispatch procedures
- Telecommunicator responsibilities and operational positions
- Telecommunicator workflow including the use and functionality of software tools such as CAD, RMS, and fire/emergency medical dispatch (EMD) protocols
- Current policies and procedures related to staff distribution, call handling and incident management
- Current performance metrics and alignment with national standards
- Ancillary responsibilities and special assignments
- Call and incident volumes
- Projected workload based upon increases in population
- Identify the benefits of implementing automatic vehicle location (AVL) technology in fire apparatus

MCP uses nationally recognized, formal staffing assessment tools that take into account workload volume and PSAP-specific data, such as fixed versus flexible position requirements, personnel planned and unplanned leave, attrition and State and local mandates to calculate staffing needs. MCP uses the results to assist in projecting the number of PSAP telecommunicators (call takers, dispatchers, and



supervisors) required to efficiently answer and dispatch emergency and non-emergency calls. MCP will use the results of the assessment to determine the appropriate distribution of PSAP staff required to efficiently process and disseminate emergency and non-emergency incidents. The data is then extrapolated and compared to projected population and demographic trends to assist the City in planning for future staffing and space needs.

Upon completion of all reviews, MCP will meet with the City representatives to discuss the findings, proposed internal process changes, and any proposed changes to the SOPs to reflect best practices.

Next Generation 9-1-1 technologies such as multimedia and text based communication will evolve and eventually become part of daily PSAP operations. As this evolution takes place, the methods used to assess operational efficiencies and staff allocation must evolve as well. MCP will provide insight to assist the City in assessing the potential impacts of Next Generation 9-1-1.

MCP will provide a draft report for evaluation and review with the City's Project Manager and/or defined stakeholders within 75 days of receiving a notice to proceed. MCP will submit a final report within 15 days of receiving comments from the City.

Deliverables:

- *Project Initiation Meeting Agenda and presentation*
- *Meeting notes, including project initiation and stakeholder interviews*
- *Draft report with findings of call processing analysis, SOP review, and recommended changes to any relevant SOPs*
- *Final findings and recommendations report, including an executive summary, project objectives, findings and recommendations (3 hard copy and digital versions)*
- *A presentation of overall findings and recommendations*

Task 1 Pricing

MCP anticipates full cooperation of the City of Denton personnel and stakeholders. Based upon such cooperation, substantial completion of this Task will occur within 75 days of receiving a notice to proceed. MCP projects final submission within fifteen (15) days of City approval of the draft report. To complete the work associated with this task, MCP proposes a fixed fee of \$17,328.00 including all labor and expenses.

TASK 2: COMMUNICATION CENTER STAFFING ANALYSIS

The City of Denton is experiencing issues related to the recruitment and retention of telecommunicators that are common among communication centers nationwide. The technical skills required of telecommunicators have expanded significantly in recent years. The recruitment, training, mentoring, supervision and retention of telecommunicators can be a costly process. Candidates must possess the technical aptitude necessary to work with multiple systems in a stressful environment. The following



outlines the tasks proposed by MCP based on our current understanding of the Communication Center needs.

Task 2.1 On-site Stakeholder Interviews and Observations

MCP will assign consultants to this task that possesses current and relevant experience managing communication centers similar or larger in size. The consultants will meet with Center staff in a group and individual settings. The meetings are intended to identify issues that lead to job dissatisfaction, stress, and ultimately turn over.

Task 2.2 Documentation, Evaluation and Recommendations Developed for Operations/Training of 9-1-1 and Dispatch Functions and their alignment to existing Performance Metrics

MCP will review the telecommunicator employment policies, position descriptions and qualifications, management structure, and compensation program. MCP will also review the candidate screening, testing, and acceptance policies to identify methods to improve a candidate's long-term success. MCP will review the current Quality Assurance process in use to identify trends that indicate deficiencies in training. The results of the analysis will be compared to national studies to identify best practices. MCP will conduct a comparison of the telecommunicator salary structure to jurisdictions of similar size within the region.

Deliverables:

- *Onsite meetings and observation periods within the Communications Center*
- *Individual meetings with Communication Center supervisors, telecommunicators, and City Human Resources department staff, and other departments identified as stakeholders*
- *Draft report that documents the Findings and Recommendations for Recruitment, Training, and Retention of Telecommunicators*

Task 2 Pricing

MCP anticipates full cooperation of the Communication Center staff and stakeholders. Substantial completion of this Task will occur within 75 days of receiving a notice to proceed. MCP projects final submission within fifteen (15) days of City approval of the draft report. To complete the work associated with this task, MCP proposes a fixed fee of \$15,736.00 including all labor and expenses.

TASK 3: UPGRADE OR REPLACEMENT OF THE COMPUTER AIDED DISPATCH (CAD) SYSTEM AND FIRE DEPARTMENT RECORDS MANAGEMENT SYSTEMS (RMS)

MCP understands that the computer aided dispatch system currently in use by the Denton Police and Fire departments has reached end of life and will no longer be supported by the vendor. The City must address the need to upgrade the current public safety CAD or to purchase a replacement system. The



Fire and Police Departments have identified the need to replace the current RMS to support connectivity with the CAD. MCP is prepared to provide the following services that are necessary to support the City through the procurement process.

1. Technical Requirements Definition
 - User/Stakeholder Meetings
 - Assess the positive and negative attributes of the current CAD system
 - Assess future system needs including integration of GIS/mapping and fire department record management system (FRMS)
 - Achieve support or buy-in from users and stakeholders
 - Vendor Due Diligence
 - Facilitate the informal process of gathering information from vendors prior to the initiation of a competitive procurement process
 - Participation of vendor technical staff, not a sales or marketing presentation
2. Development of CAD Technical Requirements to be incorporated into a request for proposal (RFP)
3. Support throughout the competitive procurement process
 - Prepare a list of potential vendors/respondents
 - Create a proposal scoring tool
 - Support a pre-proposal vendor conference
 - Provide technical advice during the evaluation process
4. Support Oral Interviews for Finalists
 - Support on-site system demonstrations for up to three (3) vendors that currently offer the required qualifications. Serve as technical support advisers during oral interviews
 - Support the negotiation of a Scope of Work (SOW) and Implementation Plan with the selected CAD provider, to include proposal (as negotiated and revised)
 - To include acceptance test plan(s) and documentation
 - Working with the selected CAD provider, on behalf of the City, to negotiate and support the development of the implementation plan to be used to deploy the selected CAD system
5. Contract negotiation
 - Negotiate on behalf of the City, with the selected vendor through contract execution

Task 3 Pricing

MCP proposes a fixed fee of \$49,181.00 including all labor and expenses, to complete the work described above associated with the procurement of a CAD and fire department RMS. This price is based upon the following assumptions:

1. The RMS would be acquired through the CAD provider; and
2. The cost reflects the acquisition of Fire Department RMS and an assessment and development of specifications to support the Police Department CAD/RMS interface.



TASK 4 – ASSESSMENT OF CURRENT VOICE AND DATA SYSTEM CAPABILITIES AND FUTURE RADIO SYSTEM PLANNING

The City's current radio system, which is used by all public safety and public service departments of the City, is managed, maintained, and operated by the city Utilities Department.

This system currently employs the Motorola SmartZone trunking technology, operating in the 800 MHz frequency band. Motorola has advised SmartZone system owners that technical support and depot repair services will not be available for the Gold Elite Dispatch consoles and Quantar repeaters, both major components of these systems, after 2018, and repair parts availability will be available only on a best-effort basis. The MTC3600 system controllers, the heart of the system, will be similarly impacted after 2019. As a result, the utilities department is evaluating the upgrade of the current system to Project 25 digital technology.

MCP proposes to support both the Public Safety and Utilities departments in this transition. MCP will provide consultation with Police and Fire Departments to select the appropriate user voice and data radio equipment capabilities, features, options, and accessories which will best enable the individual user groups to carry out their mission. MCP will provide input to the system procurement process to verify the infrastructure hardware and software being specified will accommodate and support the operational features desired.

Current Understanding

As part of another project in Denton County, MCP has met with Darrell Washington, the Radio System Manager to discuss the current plans for the replacement of the system a new Project 25 system.

The plans that Mr. Washington presented involve building a new Project 25 Simulcast sub system consisting of new repeater site equipment and antennas and simulcast prime site equipment, built at the existing tower sites at Swisher Lane (County EOC) and McKenna Park. This sub-system would then be interfaced with the Denton County radio system Master Site core controller.

Our understanding is that Lewisville is in the process of building a replacement system in the same fashion, local tower site covering their community, controlled by the Denton County system core controller.

This system configuration is recommended by the Department of Homeland security SAFECOM program, providing a common standards-based platform for operability within each jurisdiction and countywide interoperability capabilities between jurisdictions and public safety disciplines.

The replacement system infrastructure will be Motorola ASTRO25 product, needed to be compatible with the County's Motorola ASTRO25 M3 Core.



Based on our conversation with Mr. Washington, the estimated timing of the upgrade is dependent upon funding availability, which may involve several budget cycles to obtain needed capital funds. Our understanding is that at this time, capital funds have not been allocated to the radio system upgrade project.

Task 4.1 Integrated Voice and Data Assessment and Planning

MCP will perform a high level overview and assessment of the current voice and data systems operated by the Police and Fire Departments. This assessment will determine the current capabilities and interfaces of the hardware and software, and lay the foundation for investment in equipment and applications which may be used as part of the Project 25 network. MCP will identify which applications should be carried on commercial networks (e.g. Verizon, AT&T, etc.), which may be accommodated by FirstNet when implemented, and which can be accommodated by the new Project 25 Integrated Voice and Data system.

This assessment will consider if there are options to add functionality to the existing SmartZone voice system in the interim until it is replaced, as well as maximizing the applications running on the current Mobile Data Computers (MDC).

This assessment will focus on the following:

- Current and desired future data applications the Police and fire Departments wish to implement, bandwidth and data speeds required for optimum operation.
- AVL/GPS applications and hardware which could utilize the existing radio system or mobile data terminals, and be easily migrated to the Project 25 system.
- Review of mobile and portable radios considered for purchase to verify they are equipped with the needed options to accommodate the desired applications.
- Represent the Police and Fire Departments in consultation with the Utilities Department and County to verify that the backbone system, when specified, is equipped with the necessary infrastructure servers and software options to accommodate Integrated Voice and Data and Enhanced Data operation.

Deliverable

- A report of Findings and Recommendations.

Task 4 Pricing

MCP proposes a fixed fee of \$10,800.00 including all labor and expenses, to complete the work described above associated with the radio User Consulting and the Feasibility study assessment of current facilities.



TASK 5: PUBLIC SAFETY COMMUNICATIONS AND EMERGENCY MANAGEMENT SPACE NEEDS ASSESSMENT

The growth of the City will necessitate the expansion or replacement of the current communications center. MCP will assess the current use of space, determine the future needs of space for the dispatch center, and determine the best strategy for meeting these objectives – either through the use of an existing facility or the construction of a new building. It is envisioned that the facility will be a hardened, public-safety-grade building, that is, designed with specifications and requirements that are attributed to PSAPs, emergency operations centers (EOC), and data centers.

The following is a non-exhaustive list of items that will be assessed:

- Review of current space and usage (i.e. dispatch, training, administration, break room, personal facilities, etc.)
- An assessment of future PSAP expansion needs based upon projected increases in call volume and associated staffing requirements as determined in Task 1 and 2
- Assessment of current and future requirements for the City's emergency operations center
- A high-level assessment of potential locations for the construction of a new facility within the City

Task 5.1 Existing Facility Review

A facility walk-through will be conducted at the existing dispatch facility and EOC. A section of the report will be dedicated to photographic and written analysis of the strengths and weaknesses of the existing facility. This includes assessment of the current spaces and usage. A clear understanding of current space needs will be documented.

Task 5.2 Definition of Space Needs/Space Planning/Adjacency Requirements

A workshop session will be convened with the appropriate stakeholders to define the current space needs (as determined in Task 5.1). This step creates the building block for the discussion of future space needs. This workshop is designed to identify all of the space needs, and will integrate them into a template specific to this initiative, and will result in a working document that will describe the overall future space needs for the communications center and EOC.

Task 5.3 Threat Assessment

The workshop will also include an assessment of the known threats and hazards that pose a risk to the PSAP and EOC in the current locations and proposed sites for a new facility. The intent of this exercise is to determine potential sites for strategic locations for a combined dispatch and EOC facility. Recommendations will be developed during this session and during the subsequent documentation preparation describing best practice solutions to the identified threats.



Task 5.4 Systems Narratives

PSAP and EOC operations are dependent upon a wide range of technology. Issues related to technology accessibility, interconnection, convenience, and other considerations will be addressed during this task. MCP, working in conjunction with the stakeholders, will develop a series of narratives defining the general systems needs of a PSAP and EOC facility. A set of basic infrastructure requirements will be developed to clarify the connectivity needs. System redundancy and diversity are taken into account for all systems described thus reflecting the goals established during the Threat Assessment phase.

Deliverables:

- *Conduct stakeholder and threat assessment meetings*
- *Assessment of current facilities*
- *Identification and assessment of potential locations for a new PSAP and EOC facility Draft and Final Space Needs Analysis Report*

Task 5 Pricing

MCP proposes a fixed fee of \$6,951.00 including all labor and expenses, to complete the work described above associated with the assessment of current facilities and development of the draft and final report.

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PROJECT PRICING

MCP proposes to deliver services on a per hour basis based on H-GAC Purchase Contract #HP07-13 as presented in Table 1 below. Services, as defined in the SOW for this project are proposed for a total fee of \$99,996.00 with labor effort, as defined above. Any additional services would be performed based on the then-current fee schedule per our H-GAC Purchase Contract # HP07-13. Prior to initiating such additional work, MCP would require a formal letter of authorization from the City of Denton.

Table 1 – Proposed Cost

Project Task	Total
Task 1. Emergency Call Processing Analysis	\$17,328.00
Task 2. Staffing Analysis	\$15,736.00
Task 3. Upgrade/Replacement of CAD and RMS	\$49,181.00
Task 4. Radio System Planning	\$10,800.00
Task 5. Space Analysis and Assessment	\$6,951.00
Total Cost	\$99,996.00

Please know, above all else, MCP is flexible and agreeable to negotiate any pricing established herein as our current understanding of the effort may not be yours. Our priority is for this project to be successful for the City, and we stand ready to adjust the level of support deemed necessary for success to occur.

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Contract # 5860
Exhibit B
Standard
Hourly Rates for
Additional Services only



MISSION CRITICAL PARTNERS, INC.
2015-2016 H-GAC Rate Schedule
Contract No. HP07-13

<u>Titles</u>	<u>Rate/Hr</u>
Principal	\$193.14
Senior Program Manager	\$227.50
Forensics Analyst	\$210.44
Program Manager	\$204.75
Senior Project Manager	\$193.37
Senior Technology Specialist	\$187.68
Project Manager	\$170.62
Technology Specialist II	\$176.31
Technology Specialist I	\$164.93
Communications Specialist	\$137.75
Planner	\$153.56
Operations Specialist II	\$187.68
Operations Specialist I	\$176.31
Support Specialist II	\$91.00
Support Specialist I	\$54.71

Attachment C
Contract # 5860
Awarded Contractor
Documentation



RESUMES

David F. Jones, ENP

Senior Vice President

David is a Senior Vice President with Mission Critical Partners, Inc. and is based in the Dallas/Fort Worth area. David provides executive-level consultative service and provides expertise on matters related to Next Generation 9-1-1, government affairs, public policy, and legislation. He is an internationally known subject matter expert on E9-1-1 and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in India, Brazil and Iceland. While serving as president of the National Emergency Number Association (NENA), he testified before the United States Senate Commerce Committee on issues pertaining to E9-1-1 and next generation telecommunications networks. David was among the first in the nation to be certified as an Emergency Number Professional in 1997 and has administered, directed, managed, operated, and consulted with emergency service agencies and E9-1-1 departments throughout his 30-year career.

Professional Experience – Executive-level consultative services to agencies that include but are not limited to the following clients throughout his consulting career:

- North Central Texas Council of Governments, Arlington, Texas
- Lubbock Emergency Communication District, Lubbock, Texas
- Calhoun County/Talladega County, Alabama
- Colorado 9-1-1 Resource Center, (for the state of Colorado)
- State of Minnesota, Department of Public Safety, Emergency Communications Networks
- DuPage Public Safety Communications (DU-COMM), Suburban Chicago
- Tarrant County 9-1-1 District, Fort Worth, Texas
- Charleston County Government, Charleston, South Carolina
- Shelby County 9-1-1 District, Memphis, Tennessee
 - Memphis Police Department
- Tennessee Emergency Communications Board, Nashville, Tennessee

Related Experience

- Director of Emergency Services, Spartanburg County, South Carolina
 - Departments of 9-1-1, EMA, Fire Marshall, and the Emergency Services Training Academy
- 9-1-1 Director, Spartanburg County, South Carolina
 - Consolidated 9-1-1 PSAP serving all (70+) public safety agencies in the County
 - Oversight of design and construction of state-of-the-art 9-1-1/communications center
 - PSAP accredited by Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Director, Bi-State Information Center, City of Texarkana, Texas
 - Consolidated, multi-jurisdictional public sector agency that provided emergency communications, E9-1-1, law enforcement records management, and data processing services to the city of Texarkana, Arkansas; the city of Texarkana, Texas; and Bowie County, Texas

Education

BA, Wichita State University, 1992, Political Science

Certifications and Affiliations

- Emergency Number Professional (ENP)
- Association of Public-Safety Communications Officials (APCO)
- National Emergency Number Association (NENA)
 - President, 2005–2006
 - NENA Executive Board 2001–2007
- ICERT Policy Committee

Awards

"Order of the Palmetto" award presented by the Governor of South Carolina, in October 2005, (the highest civilian award in the State, presented for "...efforts to improve emergency services and communications in the community of Spartanburg and throughout the state of South Carolina")

MissionCriticalPartners

502 N. Carroll Avenue, Suite 120 | Southlake, TX 76092 | 888.8.MCP.911 or 888.862.7911 | www.MCP911.com



Charles Conley, PMP, ENP
Chief Operating Officer

Charles is a proven leader with 43 years progressive experience in managing key elements of Public Safety technology/administration projects, telecommunications/networking (SONET, MPLS, VoIP), program management, RFP production, RFP response production, business process, service delivery, network operations (full P&L responsibility), and state, regional and local 911 legislation and governance; a leader with experience utilizing joint ventures and partnerships to address market opportunities. Recognized for leadership in discovery, initiation, communication, program management and implementation of telecommunications operations and networking opportunities; proven ability to develop and deliver on time and within budget.

Professional Experience

- Regional Emergency Services IP Network (ESInet), governance and funding model development for regions in north, west and south Texas
- North Central Texas Council of Governments (NCTCOG) Enterprise Network and Next Generation 9-1-1 (NG9-1-1) RFP development and procurement process management
- Managed NG Customer Premise Equipment (CPE) feasibility studies, vendor feature development/delivery and system implementation
- Armstrong County, Pennsylvania – Broadband consulting services
- Managed public safety radio narrow-banding and P25 projects
- State of Minnesota strategic plan development and recommendations to revise 9-1-1 legislation to align with the current NG9-1-1 environment
- Managed DC government's project and operations organizations responsible for the build of a private telecommunications network
 - Successfully transitioned and provided ongoing service to approximately 18,000 telephone numbers and more than 1 Gbps of data circuit bandwidth as of July 2007
 - Established service procedures, performance metrics and performance objectives for all departments (field, business office, network operations, finance, etc.)
 - Participated in developing proposals to federal agencies including writing sections and team reviews
 - Built an organization covering network operations, customer care, systems engineering and customer premise installation and repair
 - Using Work Breakdown Structure techniques and industry standards for telecommunications operation, defined the business process and organizational frameworks on which our team built the detail processes and organization structure
 - Integrated newly built organization with the existing project team which was designing and installing the network and formed a seamless team to move the organization to the next phase of its development
- Implemented a SONET based infrastructure with MPLS to securely carry all District Government voice, video and data traffic
- Managed local exchange carrier (LEC) organizations responsible for service delivery and project teams implementing major telecommunication projects

Positions

- Principal/Director Program Management, Team Consulting, Inc., Washington, DC
- District Director Telecommunications, Science Applications International Corp., San Diego, CA
- District Director Telecommunications, Thompson, Cobb, Bazillo Assoc., Washington, DC
- Director Program Management, Cisco Systems, Inc., San Jose, CA/Dallas, TX
- Director Program Management, DSC Communications, Inc., Plano, Texas
- Manager Network Operations, Southwestern Bell Telephone Co., Dallas, Texas

Education

M.S. Computer Science; Business Minor, 1977, East Texas State University, Commerce, Texas
B.S. Computer Science; Business Minor, 1975, East Texas State University, Commerce, Texas

Certifications

- Project Management Professional (PMP), 2008, Project Management Institute
- Emergency Number Professional (ENP), 2012

MissionCriticalPartners

502 N. Carroll Avenue, Suite 120 | Southlake, TX 76092 | 888.8.MCP911 or 888.862.7911 | www.MCP911.com



Richard P. Gaston, CEM
Project Manager

Mr. Gaston is a Project Manager for Mission Critical Partners. He has over 30 years of public safety experience spanning law enforcement, fire protection, emergency medical services, and emergency management. Richard has served in executive leadership positions in public safety agencies at both the county and municipal level. As a consultant, he has managed or supported a variety of projects for clients at the federal, state, local, and regional level. Richard has maintained accreditation as a Certified Emergency Manager (CEM) through the International Association of Emergency Managers since 1994.

MCP Project Experience

- Tarrant County 9-1-1 District, Interoperability Study, Project Manager – Lead the team responsible to conducting an assessment of interoperability among public safety agencies within the District:
 - Developed short and long-term solutions to achieve interoperability among agencies
 - Supporting the District in the implementation of recommended interoperability solutions
- North Central Texas Council of Governments (NCTCOG); Lead the development of the Continuity of Operations Plan for the Regional 9-1-1 Program to enhance operational resilience to hazards and threats.
- Dallas/Fort Worth/Arlington, Urban Area Security Initiative (UASI), Threat and Hazard Identification and Risk Assessment (THIRA), Project Manager – Managed the team responsible for the revision of the D/FW/A THIRA in compliance with FEMA and Texas Division of Emergency Management requirements.
- Houston, TX, East Harris County Emergency Services Joint Powers Board, Feasibility Study and Facility Planning, Project Manager – Lead the development of a feasibility study that identified the need to create a new regional communication center to serve five emergency services districts in East Harris County.
- City of Dallas Fire-Rescue Department, Dispatch Operations Assessment, Project Manager – Managing the MCP personnel responsible for evaluating the DFR dispatch operations and defining the process necessary to implement Call Response Optimization Program.
- Alachua County, Florida, Combined Communication Center, Project Manager – Lead the MCP team responsible for conducting an analysis of the center that provides fire/rescue and law enforcement dispatch for all agencies within the county.
- North Central Texas Trauma Advisory Council (NTTRAC); Project Manager – Lead the team responsible for conducting an assessment of radio communication capabilities at hospitals across the NCTTRAC region.
- Houston Galveston Area Council of Government (H-GAC), Houston, TX, Project Manager – Responsible for coordinating the MPC resources assigned to support various initiatives for the H-GAC 9-1-1 Program.

Prior Project Experience

- Harris County, Texas, Urban Area Security Initiative (UASI) Regional Response Plan; Project Manager - Directed the project team responsible for designing and drafting a Regional Emergency Response and Resource Coordination Plan and IED Prevention and Response Plan.
- Harris County, Texas, Emergency Operations Plan; Project Manager - Managed the revision of the county Emergency Operations Plan to incorporate and comply with new DHS/FEMA requirements.
- Harris County, Texas, Houston Ship Channel Security Program, Project Manager - Managed the development of the 2005 DHS Port Security grant application that resulted in award of \$18 million.
- Portland, Oregon UASI Regional Response Plan; Project Manager – Managed the project team responsible for drafting the regional emergency response and resource coordination plans for Portland UASI jurisdictions.
- U.S. Coast Guard, Sector Delaware Bay; Business Continuity Specialist – Coordinated the development of the Strategic Risk Management Plan (SRMP), that identified risks, gaps, vulnerabilities, and inter-dependencies between the public and private sector organizations in the maritime sector.
- U.S. Coast Guard, Sectors Lake Michigan and Lower Mississippi River; Business Continuity Specialist - Led the development of the Trade Resumption and Resiliency Plan (TRRP) that defined the roles, responsibilities, and interdependencies necessary to maintain essential maritime operations and to recover from terrorist attacks or natural disasters.
- U.S. Health and Human Services, National Institutes of Health (NIH) Threat and Risk Assessment Team - Served on the team responsible for the assessing security systems, policies, and procedures of the National Emerging Infectious Disease laboratory in Boston, MA.

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- NIH Transportation Vulnerability Assessment Team – Served as a member of the team responsible for assessing the risks associated with the transportation of laboratory personnel from Fort Detrick, MD to Bethesda, MD who had potentially been exposed to infectious agents.
- State of New York Department of Health; Project Manager – Directed the design, delivery, and assessment of the statewide Strategic National Stockpile planning, training, and exercise program.
- State of Oregon Department of Health and Human Services; Project Manager – Directed the design and delivery of the state's Strategic National Stockpile (SNS) training and exercise program.
- State of Alabama Department of Public Health; Project Manager – Directed the design and delivery of the state SNS training and exercise program.
- State of New Mexico Department of Agriculture; Project Manager and Exercise Director – Directed the design and delivery of multi-day full-scale exercise program that involved over 110 participants.

Education

- B.S., Emergency Administration and Planning, University of North Texas, 1992

Professional Certifications

- Master Peace Officer (Texas)
- Law Enforcement Instructor (TX)
- Advanced Firefighter (TX)
- Advanced Fire Investigator (TX)
- Intermediate Fire Service Instructor (TX)
- Emergency Medical Technician, EMS Instructor (TX)
- Hazardous Materials Technician
- Certified Emergency Manager (CEM)



Maura R. Hickey, ENP
Project Manager

Maura is a Project Manager with Mission Critical Partners, Inc. With over 20 years in the Public Safety Communications field, she brings extensive experience in facilitating successful project/team implementation techniques. As a former PSAP Manager and Project Manager, Maura has a proven ability in project analysis, project coordination and project implementation.

Professional Experience

- State of Nebraska – Statewide Emergency Telephone Communications Infrastructure Assessment
- Shelby County, TN 9-1-1 District
 - Memphis Police Department CAD RFP development
 - Shelby County Sheriff and Shelby County Fire CAD RFP development
- North Central Texas Council of Governments (NCTCOG)
 - Managed the implementation of various assigned NG911 projects. Noted for the successful implementation of NCTCOG geo-diverse multi-node system consisting of 140 positions with advanced data and call handling applications
 - Feasibility study of a regional backup PSAP facility

Related Experience

- Montreal, Quebec –Project Manager
 - Managed the successful delivery of project requirements per RFP/contracts
 - Coordinated the Project Team/Human and Technical Resources
 - Developed new requirements as per contract modifications
 - Negotiated contract requirements versus customer objectives
- DeSoto, Texas – Southwest Regional Communications Center, Communications Manager
 - Managed state-of-the-art PSAP consisting of 27 direct report employees
 - Responsible for \$2.7M budget (operational and capital expenditures)
 - Responsible for 3 cities' radio infrastructure (voice and data)
 - CAD/RMS/MDT system administrator
 - Operations liaison to 6 (Fire/EMS and Police) agencies and other city departments
 - Managed the training program, scheduling, mentoring and developing of supervisors
 - Involved in contract negotiations regarding maintenance and repair, 9-1-1 agreements, RFP
- City of Arlington, Texas – Communications Supervisor - Training Coordinator
 - Managed the Public Safety Basic Academy which trained new 9-1-1 operators/dispatchers
 - Mentored and led 12 Training Operators for on-the-job training functions
 - Managed the Quality Assurance program
 - Functioned as liaison to PD/Fire/EMS departments on operations, procedures and policies

Specialized Training and Experience

- Computer Aided Dispatch (CAD) Administrator
- Project Management Fundamentals
- Record Management System (RMS) Administrator
- Radio System Administration
- PSAP Management

Education

B.S., School of Architecture, University of Texas-Arlington

Certifications

- National Emergency Number Association (NENA)
- Emergency Number Professional (ENP)
- Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE)
 - Basic Instructor
 - Advanced Telecommunicator

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Bonnie B. Maney
Project Manager

Bonnie is a Communications Consultant with Mission Critical Partners, Inc. (MCP). Bonnie has Project Management, Information Sharing Specialist and Public Safety Training Manager experience overseeing the preparation of deliverables, assisting public safety and justice agencies throughout the U.S. in all levels of government. Bonnie was responsible for managing program budgets, coordinating grants and contracts with local, state and federal agencies, and preparing and developing public safety communications training initiatives. Bonnie has extensive experience in communications, leadership, project management, emergency management, information sharing and technology.

Professional Experience

- Virginia Department of Emergency Management (VDEM) – Develop Strategic Planning Roadmap
 - Serve as a consultant to assist the Virginia Department of Emergency Management assessing their technology requirements to develop a strategic road map and report
- Fairfax County, Virginia – National Capital Region Study for Regional Next Generation 9-1-1 Design
 - Project management and serve as an operations analyst to support the National Capital Region UASI with conducting a NG9-1-1 feasibility study for regional implementation of a NG9-1-1 core capability for the National Capital Region
- Town of Palm Beach
 - Managed all administrative, operational and technical aspects of the town's Communications Unit
 - Managed 800 MHz trunked and conventional radio systems and upgrades
- West Palm Beach
 - Directed and supervised activities in a consolidated primary public safety answering point (PSAP)
 - Performed duties of all emergency communications operator positions including: call handling, emergency medical dispatch, police/fire/EMS dispatcher, and teletype operator.
- Organized and facilitated stakeholder workgroups to define user needs and requirements analysis
- Assisted in the development of SCIPs and Investment Justifications
 - Course instructor for Institute for Emergency Preparedness/Public Safety Telecommunicator degree program and Hazard Analysis and Impacts, Basic Emergency Planning and Response & Recovery Operations
- Project managed communication center renovations, CAD, RMS, Radio and 9-1-1 upgrades that enable communications interoperability and information sharing
- Delivered technical services under the U.S. Department of Homeland Security Office of Emergency Communications Interoperable Communications Technical Assistance Program (ICTAP)

Education

Masters of Science Degree in Emergency Management, Jacksonville State University,
Bachelor's Degree in Business Administration, Northwood University

Affiliations

- Public Safety Advisory Committee (PSAC), First Responder Network Authority (FirstNet)
- National Public Safety Telecommunications Council (NPSTC)
- National Emergency Number Association (NENA)
- Association of Public-Safety Communications Officials (APCO)

Publications/Articles

- "Reducing the Challenges of Integrating Existing and New Technology." *Mission Critical Magazine*, Fall 2013.
- "Law Enforcement Tech Guide for Communications Interoperability: A Guide for Interagency Communications Projects," 2nd ed., Washington, D.C.: U.S. Department of Justice Office of Community Oriented Policing Services, August 2013 - Contributor
- "ICS Communications Unit Best Practices; A Guide for Program Development." *Best Practices Publication series*, U.S. Department of Homeland Security, Office of Emergency Communications; National Institute of Emergency Communications, December 2012



Andrew T. Mesaros, ENP, CM
Technology Specialist

As a Technology Specialist with Mission Critical Partners, Inc., Andrew brings more than 25 years of Information Technology experience focused on Public Safety client needs in Computer Aided Dispatch (CAD) application and system specification, procurement document development, procurement, and implementation oversight of mission critical computer based systems and networks.

Professional Experience

- Technical Specialist for City, County and State emergency call centers in the documentation, procurement and implementation of computer based emergency vehicle dispatching, 9-1-1 telephone, voice recording and radio systems.
- Managed clients ranging from single position to a multi-site statewide telephone network
- Developed Request for Proposals
- Conducted business needs assessment
- Developed system specification
- Managed system procurement and implementation
- Cost analysis
- Contract negotiation and management
- Vendor oversight
- Documentation and report writing

Related Experience

- Shelby County, Tennessee 911 District – RFP Development for Memphis Police Department, and Shelby County Sheriff and Shelby County Fire
- County of Charleston, South Carolina – Procurement support in finalizing Request for Proposal for Public Safety Systems
- Nash County, North Carolina – Center Functionality Assessment
- City of Columbus, Ohio – Information Technology Account Manager, Department of Technology
 - Managed the technology requirements and performed technology related purchasing
 - Supervised technical staff supporting IT needs for the Department of Public Safety
 - Responsible for budget development and purchasing approval
 - Developed and maintained Service Level Agreements and Statements of Work
 - Client relationship and project management
- City of Columbus, Ohio – Information System Manager, Department of Public Safety
 - Provided operation and support for PC based E9-1-1 call taking and emergency vehicle dispatching application, workstations and the HP3000 mini-mainframe and peripherals for the Communications Center
 - Responsible for CAD system application and hardware implementation, support and maintenance
 - Developed, installed and maintained a UNIX/Oracle based LAN
 - Responsible for project management, technical team supervision and report writing

Education

University of Pittsburgh, PA

- M.S. Telecommunications
- B.S. Computer Science
- B.S. Biophysics and Microbiology

Certifications

- Emergency Number Professional (ENP)
- Certified Manager (CM)

Affiliations

- National Emergency Number Association (NENA)
- Institute of Certified Professional Managers (ICPM)
- Highland Volunteer Fire Department – Fire Fighter and Secretary

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William Waugaman
Senior Consultant

Bill is a senior consultant with Mission Critical Partners, Inc. He has over 41 years land mobile radio and public safety industry experience. He is experienced in client relations and the design, engineering, installation and maintenance side of Land Mobile Radio (LMR) and Wireless Broadband communications systems. Bill is a LMR subject matter expert with extensive project management and consulting experience.

Professional Experience

- Project 25 Phase 1 and Phase 2 Large System Design, Procurement and Implementation
- Management and operation of commercial and Public Safety wireless systems
- Broadband consulting and project management
- 800 MHz Rebanding consulting and project management
- Interoperability consulting and planning – SCIP and RICP Plan Development
- Familiar with P25, SMARTNET/SMARTZONE, LTR, OpenSky and EDACS protocols
- Client needs analysis and consultation
- Site design and construction management
- Propagation studies
- Specification preparation, system procurement support
- Federal Communications Commission (FCC) Licensing, Rules and Regulations interpretation and compliance
- Fleet map development
- Subscriber unit template creation, programming, evaluation and selection
- System coverage and acceptance testing
- Maintaining FCC licensing, mutual aid system planning, engineering, and implementation
- Bid specification preparation and project management for trunked radio system upgrades and encryption implementation

Education/ Training

- Managing SMARTNET Trunked Systems
- MOSCAD Essentials
- Motorola Code Plug Software /Radio Service Software
- Private DataTac System Management and Maintenance
- EF Johnson Multi-Net System Management and Maintenance
- EDX and RAPTR Modeling Software
- Management Development, Penn State University
- Electronics Technology, Allegheny Technical Institute, Pennsylvania

Affiliations/ Licenses

Association of Public Safety Communications Officials (APCO)
National Public Safety Telecommunications Council (NPSTC)
FCC First Class Radiotelephone Operator P1-3-16085
FCC General Radiotelephone Operator PG-3-16934
Amateur Radio License WA3OJG
Radio Club of America



PROJECT EXPERIENCE

CLIENT: North Central Texas Council of Governments

SERVICES PROVIDED: Comprehensive Next Generation 9-1-1 Services

CLIENT CONTACT: Christy Williams, ENP
9-1-1 Program Manager
817-695-9204
cwilliams@nctcog.org

PROJECT DATES: August 2009 to Present

CHALLENGE: In August 2009, the 9-1-1 Program of the 16-county North Central Texas Council of Governments (NCTCOG) embarked on a long-term strategic initiative to plan, fund and manage NG9-1-1 services. During the initial phases, Mission Critical Partners, Inc. (MCP) worked closely with the team to provide thorough due diligence; a conceptual IP NG9-1-1 network design; and the development, distribution and evaluation of i3 Functionality and IP Network Facilities Request for Proposals.

The Council is currently engaged in the third phase of the project. This phase is focused on improving network/Customer Premise Equipment redundancy, supporting state-level NG9-1-1 projects, and implementing NG9-1-1 functionality to serve NCTCOG's jurisdiction.

SOLUTION: To help NCTCOG achieve Phase III objectives, MCP has again been retained by the Council and is working with them to:

- Develop and manage a multi-year plan encompassing all 9-1-1 Program departments
- Manage the implementation of i3 Features and Functions of NG9-1-1
- Establish and manage a regional consortium to implement NENA's Next Generation technology vision
- Identify opportunities to share costs and resources related to technical network projects

KEY RESULT: Since the project's inception, MCP managed the design and implementation of the local IP network, including all related procurement efforts; completed the initial regional consortium by-laws and management documents; and developed the multi-year 9-1-1 Program Master Plan to guide long-term efforts. The team continues to work closely with NCTCOG to help them meet additional project objectives in the transition to NG9-1-1.



"More than a consultant, I consider MCP my partner in public safety. I value the contribution they make to my team and appreciate the wide variety of experience that I get from their staff. MCP understands the needs and goals of my agency and they provide us with tools to help achieve excellence. They are making the transition to new technology and operations a bit easier to forge as we move into the Next Generation of 9-1-1."

— Christy Williams, 9-1-1 Program Manager



CLIENT: Tarrant County 9-1-1 Emergency Assistance District, Texas

SERVICES PROVIDED: 9-1-1 Customer Premises Equipment Procurement and Consulting

CLIENT CONTACT: Greg Petrey, Executive Director
817-820-1188
GPetrey@tc911.org

PROJECT DATES: June 2012 to Present



CHALLENGE: The 9-1-1 District of Tarrant County (District) planned migration to new 9-1-1 Customer Premise Equipment (CPE) that will meet today's need, migrate to next generation network methodologies and leverage state-of-the-art technology to achieve cost effective deployment, maximum sustainability and improved functionality for each PSAP in District. The implementation period was estimated to be two to three years. In order to accomplish this, the District was in need of a qualified firm to oversee the qualifications, acquisition and contract negotiations of a vendor that will perform the service within budgetary timelines.

SOLUTION: The District retained Mission Critical Partners, Inc. (MCP) to develop a Request for Proposal (RFP) for the acquisition and contract negotiations for 9-1-1 Customer Premises Equipment and Services. MCP's support for the district included:

- Providing technical assistance in developing and drafting a RFP for the procurement of an optimal NG9-1-1 system including all required components.
- Conducting "Due Diligence" – a fact finding through vendor meetings data gathering and assisted in developing a conceptual solution design to support the procurement requirements.
- Ensuring specifications included all legally mandated scopes of service, such as provisions for special needs populations.
- Providing management support during the bid solicitation. MCP will support the County in contract negotiations, ensure the proposed vendor solution meets the technical requirements of the RFP and act as a technical resource to the District.

KEY RESULT: MCP utilized the information gathered during Due Diligence to define all technical (CPE and network) requirements and develop a conceptual solution design to support the requirements for procurement.

The Tarrant County 9-1-1 District issued an RFP to solicit bids for the 9-1-1 Customer Premises Equipment and Services in September 2012. MCP worked closely with the District to review the bid responses and to select a qualified vendor.



CLIENT: Kaufman County, Texas

SERVICES PROVIDED: Facility Assessment and Regional Shared Services Feasibility Study

CLIENT CONTACT: The Honorable Bruce Wood
County Judge, Kaufman County Courthouse
972-932-4331
jbwood@kaufmancounty.net

PROJECT DATES: January 2012 to October 2012



CHALLENGE: The population of Kaufman County, Texas, located near Dallas, has grown nearly 40 percent since 2000. This rapid expansion has challenged the County to consider new ways of meeting the public safety needs of its residents. With this in mind, it is exploring a possible consolidation of its Public Safety Answering Points (PSAPs) and has plans to convert a 1950s-era National Guard Armory building into a state-of-the-art 9-1-1 Communications Center and the County's Emergency Operations Center (EOC). Before the project could move forward, the County needed to determine if its individual PSAPs could easily adapt to a proposed shared services model. In addition, the Armory building needed to be fully assessed to determine if it had the infrastructure and capacity to house the new EOC.

SOLUTION: Mission Critical Partners, Inc. (MCP) developed and carried out a PSAP consolidation feasibility assessment that focused on human resources, technology and operations best practices. Its team gathered extensive stakeholder input on a variety of issues; conducted a thorough assessment of staffing needs at a consolidated dispatch center; examined the operational and financial benefits of a shared service center; and defined the system requirements to support multiple agency call processing.

In addition, MCP conducted a detailed assessment of the Armory building that identified site concerns and vulnerabilities; documented its strengths and weaknesses; analyzed existing or potential environmental hazards or other threats; defined its space capacities compared to County needs; identified connectivity needs; proposed a tower location; and delivered a conceptual budget and schedule that will take the project from its initial Program Phase through Owner Occupancy.

KEY RESULT: MCP's comprehensive PSAP shared services feasibility study is guiding the County and its public safety partners in their efforts to consolidate dispatch services. The County used the study as the basis for selecting a local architect to commence detail design of the facility. The facility assessment was completed on-time and on-budget.



CLIENT: City of Terrell, Texas

SERVICES PROVIDED: Land Mobile Radio Needs Assessment

CLIENT CONTACT: Jody Lay, Chief of Police
Terrell Police Department
972-551-6622; jlay@cityofterrell.org

PROJECT DATES: March 2012 to June 2012



CHALLENGE: The City of Terrell, Texas recognized the need to update its Land Mobile Radio (LMR) system for its police and fire departments. To help guide its efforts, the City sought a consultant partner with the capacity to:

- Assess and implement narrow banding requirements based on Federal Communications Commission (FCC) mandates
- Develop options for an interoperable P25 radio system that would comply with the FCC narrowband mandate and meet State of Texas Department of Public Safety guidelines for a "system of systems"
- Assess current life cycle issues associated with the existing radio equipment, including Fixed Network Equipment (FNE) and subscriber units
- Improve the daily performance and reliability of the City's radio system
- Recommend sustainable system improvements
- Deliver project objectives within a set budget

"MCP provided the direction, skill and follow-through we needed to move our LMR project forward. With their help, we're well-positioned for the next phase and we look forward to continuing our work with them."

—Jody Lay, Chief of Police

SOLUTION: The City retained Mission Critical Partners, Inc. (MCP) for the project. As an independent evaluator of the City's existing radio system and equipment, MCP developed options for a technical solution; ensured compliance with federal narrow banding requirements; and developed long-term fiscal and operational strategies to help prepare the City and its first responders for future radio communications needs.

MCP conducted a comprehensive inventory and assessment of the City's LMR, including an analysis of the issues that influenced the City, its operations and its budget. In addition, MCP reviewed state and federal mandates, and identified key areas that required municipal action. Anticipating future needs, MCP also evaluated the City's long-term ability to maintain and operate the proposed radio system. This included life cycle replacement issues and the expected financial commitments that would be required to maintain high levels of service in the years to come.

Based on its analysis, MCP recommended the procurement and implementation of a simulcast radio system consisting of narrowband analog/P25 hybrid repeaters with replacement of all subscriber units.

This recommendation met the project's budget parameters and was fully supported by the first responder community.

KEY RESULT: MCP continues to support the City as it reviews the recommendations and conceptual network/system design with the anticipation that equipment procurement will soon commence.

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EXHIBIT 1

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

4 ☒ I have no Conflict of Interest to disclose.

5  DAVID F. JONES

Signature of person doing business with the governmental entity

19 JUN 2015

Date

EXHIBIT 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MATTA, RUPP & FIORE INS 504 PITTSBURGH ST PO BOX 1257 MARS PA 16046		CONTACT NAME: DAVID MATTA PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL: ADDRESS:															
INSURED MISSION CRITICAL PARTNERS 690 GRAYS WOOD BLVD PORT MATILDA PA 16870		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: STATE AUTO MUTUAL INSURANCE COMPANY</td> <td>25135</td> </tr> <tr> <td>INSURER B: THE HARTFORD SENTINEL INSURANCE COMP</td> <td>29459</td> </tr> <tr> <td>INSURER C: NATIONAL UNION FIRE INSURANCE COMPANY</td> <td>19445</td> </tr> <tr> <td>INSURER D: THE HARTFORD FIRE INSURANCE COMPANY</td> <td>29459</td> </tr> <tr> <td>INSURER E: EVANSTON INSURANCE COMPANY</td> <td>35378</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: STATE AUTO MUTUAL INSURANCE COMPANY	25135	INSURER B: THE HARTFORD SENTINEL INSURANCE COMP	29459	INSURER C: NATIONAL UNION FIRE INSURANCE COMPANY	19445	INSURER D: THE HARTFORD FIRE INSURANCE COMPANY	29459	INSURER E: EVANSTON INSURANCE COMPANY	35378	INSURER F:	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CG0001 1204	X		SPP2474198	05/04/2015	05/04/2016	PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CG2010 0704						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS			40UECIV3716	02/27/2015	02/27/2016	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						
C	UMBRELLA LIAB						EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB			EBU45650920	04/20/2015	04/20/2016	AGGREGATE \$ 3,000,000
	CLAIMS-MADE <input type="checkbox"/>						
	DED <input checked="" type="checkbox"/> RETENTION \$ -0-						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATU- OTH- TORY LIMITS ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A X	40WECPU8691	03/14/2015	03/14/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	TECHNOLOGY E&O						PER CLAIM 3,000,000
	3 YEAR EXT REPORTING PERIOD			IT807562	02/16/2015	02/16/2016	AGGREGATE 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INSURED: CITY OF DENTON, ITS OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS
 CONTRACT #5860, PROFESSIONAL SERVICES FOR PUBLIC SAFETY COMMUNICATIONS ASSESSMENT, PLANNING AND TECHNOLOGY PROCUR
 NOTE: ALL POLICIES ARE PAID IN FULL AND OTHERWISE PROVIDE 30 DAY NOTICE OF CANCELLATION

CERTIFICATE HOLDER

CANCELLATION

CITY OF DENTON 215 EAST MCKINNEY ST DENTON TX 76201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE MARY E LORD <i>Mary E. Lord</i>

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3 Name of local government officer with whom filer has an employment or business relationship.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

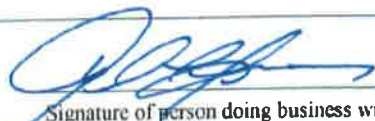
D. Describe each affiliation or business relationship.

4

☒

I have no Conflict of Interest to disclose.

5

 DAVID F. JONES
Signature of person doing business with the governmental entity

19 JUN 2015

Date