



OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

# MILWAUKEE COUNTY

## MASTER AGREEMENT

For Professional Consulting Services  
*with*  
Mission Critical Partners, LLC



<b>Executed on:</b>	December 20, 2024	<b>Renewable:</b>	No
<b>Expires on:</b>	December 31, 2025	<b>Renewal Due:</b>	Not Applicable
<b>Total Value:</b>	\$149, 248.00	<b>Renewal Process:</b>	Not Applicable
<b>Authority:</b>	§56 MCCO	<b>Board Approval:</b>	At \$100,000
<b>Issuing Dept:</b>	Office of Emergency Management	<b>File No.</b>	TBD



OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

**1 CONTENTS**

- 2 Preamble ..... 4
- 3 Recitals ..... 4
- 4 Definitions ..... 5
- 5 Order of Precedence; Structure ..... 6
- 6 Scope of Work ..... 7
  - 6.1 Direction & Control; Independent Contractor ..... 7
  - 6.2 County Responsibilities ..... 7
  - 6.3 Contractor Responsibilities ..... 7
    - 6.3.1 General ..... 7
    - 6.3.2 Deliverables ..... 8
    - 6.3.3 Acceptance ..... 8
    - 6.3.4 Warranties ..... 9
  - 6.4 Adding or Changing Services ..... 9
    - 6.4.1 Procedure ..... 9
    - 6.4.2 Approval Process ..... 10
    - 6.4.3 No Performance/Payment Prior to Authorization ..... 10
    - 6.4.4 Emergency Approval ..... 10
- 7 Term, Time of Performance, Termination ..... 10
  - 7.1 Term & Notice to Proceed ..... 10
  - 7.2 Time of Performance ..... 11
    - 7.2.1 Timeline ..... 11
    - 7.2.2 Times for Rendering Services ..... 11
    - 7.2.3 Excusable Delays ..... 12
  - 7.3 Termination ..... 12
    - 7.3.1 For Breach ..... 12
    - 7.3.2 For Cause ..... 12
    - 7.3.3 For Convenience ..... 13
    - 7.3.4 By County for Insufficient Funds ..... 13
    - 7.3.5 Rights & Obligations ..... 13
- 8 Compensation & Payment ..... 13
  - 8.1 Compensation ..... 13



OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

- 8.1.4 Equitable Adjustments ..... 13
- 8.2 Payment Terms..... 14
  - 8.2.1 Invoicing the County..... 14
  - 8.2.2 Late Payments ..... 15
- 9 Data Ownership & Use ..... 15
  - 9.1 Ownership..... 15
  - 9.2 Pre-Existing Intellectual Property ..... 16
  - 9.3 Use of County's Data ..... 16
  - 9.4 Confidentiality ..... 16
- 10 Commitment to Equity ..... 16
- 11 Targeted Business Enterprise Goals..... 17
  - 11.1 Compliance with the TBE Goal ..... 17
  - 11.2 Tracking & Reporting Compliance ..... 17
  - 11.3 The County's Remedies..... 17
  - 11.4 Waiver of Participation ..... 18
- 12 County Rights of Access and Audit ..... 18
- 13 Non-Discriminatory Contracts ..... 18
  - 13.1 Compliance with MCCO §56.17(1)(a)..... 18
  - 13.2 Compliance with MCCO §56.17(1)(d)..... 18
  - 13.3 Violations ..... 19
- 14 Indemnity..... 19
- 15 Insurance ..... 19
- 16 Prohibited Practices ..... 20
  - 16.1 Conflict of Interest ..... 20
  - 16.2 Code of Ethics ..... 20
  - 16.3 Non-Conviction for Bribery..... 20
  - 16.4 Debarment or Suspension ..... 20
- 17 Compliance with County's Policies..... 21
  - 17.1 Safety and Security Policies ..... 21
  - 17.2 Drug Use Policies ..... 21
  - 17.3 Contractor Code of Conduct ..... 21
- 18 Notices ..... 21
- 19 Miscellaneous ..... 22



OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

19.1 Public Records..... 22
19.2 Force Majeure..... 22
19.3 Electronic Documents Considered Writing..... 23
19.4 Compliance with Laws ..... 23
19.5 Choice of Law ..... 23
19.6 Assignment Limitation..... 23
19.7 Subcontracting and Contractor’s Agents..... 24
19.8 Non-Solicitation of Employees ..... 24
19.9 Uniform Administrative Requirements ..... 24
19.10 Severability & Counterparts..... 24
19.11 Modification and Waiver ..... 24
19.12 Entire Agreement..... 25
19.13 Authorization ..... Error! Bookmark not defined.

2 PREAMBLE

This PROFESSIONAL SERVICE AGREEMENT (the “PSA”) is dated December 20, 2024 (the “Effective Date”) and is between the Office of Emergency Management of Milwaukee County, a Wisconsin municipal body corporate located at 901 N. 9th Street, (the “County”) and Mission Critical Partners, LLC, a limited liability company with a primary place of business at 690 Gray’s Woods Boulevard, Suite 100, Port Matilda, PA 16870 (the “Contractor” or “MCP”) combined to be considered the Parties to this PSA (“Parties”).

3 RECITALS

- 3.1 Milwaukee County, through its Office of Emergency Management (“OEM”), seeks to utilize available funds to proceed with a planned capital project for a system-wide capacity and consolidation feasibility study of the Milwaukee County CAD system for 911 Services. OEM will use the findings from the project to assess the existing CAD system, explore market innovations, and foster increased collaboration with surrounding communities.
3.2 Mission Critical Partners, LLC (the “Contractor” or “MCP”) is a boutique consulting firm specializing in public safety, justice, and other critical infrastructure sectors that provides its clients with a holistic approach to enhance and evolve critical communications systems and operations across the entire ecosystem that is intentionally vendor-neutral and free of bias or favoritism to any specific product or service provider. MCP’s goal is to determine the most favorable solution for each client based on the client’s unique requirements, budget, governance structure, operations, and existing technologies, and the recommendations it provides are based solely on the value and benefit provided to the client.
3.3 For the above reasons, the County and Contractor wish to enter into a professional services relationship for the provision of services to assess the County’s existing Computer Aided Dispatch (“CAD”) system, explore market innovations, and foster increased collaboration with surrounding communities to provide recommendations regarding the feasibility of consolidation of Public Safety Answering Point (“PSAP”) services based on both the current and



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

potential future environments as further described in the Contractor’s Statement of Work (Exhibit B).

- 3.4 Due to the nature of this contract, it falls under Chapter 56.30 of the Milwaukee County Code of Ordinances (“MCCO”), “Professional Services.” This Professional Service Agreement is executed following all requirements stated in Chapter 56.30 as modified by Wisconsin state statutes.
- 3.5 Based on the nature of services and dollar value of this PSA, the Office of Emergency Management is required to award the contract through competitive solicitation or submit evidence of an exception through a signed Purchasing and Bidding Exception Request Form.
- 3.6 On December 13, 2024, DAS-Procurement approved the Purchasing and Bidding Exception Request Form (“EXHIBIT G”), agreeing that the available cooperative agreement through the Houston-Galveston Area Council’s (“H-GAC”) cooperative purchasing program (“HGACBuy”) [Contract #HP08-21: All Hazards Preparedness, Planning, Consulting, & Recovery Services](#) (the “Cooperative Contract”) is the most effective, efficient, transparent, and fair method of sourcing the needed services quickly to take advantage of available funding.

**ACCORDINGLY**, intending to be legally bound, the Parties agree as follows:

**4 DEFINITIONS**

Terms defined in the preamble and recitals of this PSA have their assigned meanings, terms defined in any Exhibits have the meanings assigned to them in the applicable Exhibit, terms defined throughout this PSA have their assigned meanings, and the following terms have the meanings assigned to them:

Term	Definition
<b>Additional Services</b>	Professional services performed for or furnished to the County by the Contractor which are not set forth as Services in Exhibit B of this PSA.
<b>Agreement</b>	Also referred to as the “PSA”. This Professional Service Agreement between Milwaukee County and Mission Critical Partners, LLC, including all exhibits, schedules, and attachments, which are hereby incorporated into and made part of this PSA by reference.
<b>B2Gnow</b>	A hosted software to assist in 49 CFR Part 23 & 26 compliance and reporting, maintains compliance with federal, state, and local diversity programs, communicates with certified firms and prime contractors, and protects Milwaukee County by preventing fraud. B2GNow is used by the Office of Economic Inclusion (OEI) to monitor and enforce Milwaukee County’s targeted, small and Disadvantaged Business Enterprise (DBE) programs.
<b>Cooperative Contract</b>	The legal agreement between the H-GAC and Mission Critical Partners under Request for Proposal HP08-21 issued through HGACBuy, HGAC’s cooperative purchasing program.
<b>Deliverables</b>	Any item in Contractor’s Statement of Work that is first developed or created by the Contractor for the County’s use as a result of Services provided under this PSA. Deliverables include training documents, reports, analysis, and/or other documentation related to the Services provided under this PSA, and specifically include those items of work product that are to be delivered to the County as enumerated in Exhibit B of this PSA. Deliverables do not include Contractor’s copyrighted materials and documentation, or other work product in existence prior to the commencement of this PSA, or first created by the Contractor in any manner not in



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

Term	Definition
	connection with the Services provided in this PSA.
<b>Expenses</b>	Those expenditures specifically and directly incurred as the result of providing Services (e.g., travel, per diem costs, and materials used).
<b>MCCO</b>	The Milwaukee County Code of Ordinances in its most current and updated form, including legislation which has been enacted, but not yet codified.  A codified version of the MCCO is available at: <a href="https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances">https://library.municode.com/wi/milwaukee_county/codes/code_of_ordinances</a>
<b>OEI</b>	The Office of Economic Inclusion, division of Milwaukee County’s Department of Administrative Services (DAS) which designs, implements, monitors and enforces Milwaukee County’s targeted, small, and Disadvantaged Business Enterprise (DBE) programs.
<b>Risk</b>	The Risk Management Division of the Department of Administrative Services. Risk Management oversees all lines of liability claim administration, self-insurance functions, excess insurance procurement, safety and loss prevention and ensures proper risk transfer techniques for all the county’s contractual obligations.
<b>Services</b>	All services, work, deliverables, and all related professional, technical, and administrative activities the Contractor and/or its identified staff must perform and complete to provide the services required under this PSA. Set forth in Exhibit B.
<b>TBE</b>	TBE means Targeted Business Enterprise. A TBE is any company that is certified as a DBE under WisUCP or certified as a minority- or women-owned business with the State of Wisconsin Department of Administration or registered as a small business in the SBA SAM registry.

When a term is not defined in this Section, within the body of this PSA and any Exhibits to this PSA, or within an SOW or any Exhibits to that SOW, the Parties shall first refer to the definitions of such terms as stated in the most current edition of [Black’s Law Dictionary](#), second to the definitions as published in the [Milwaukee County Terms In Use Guide](#), third to the most current edition of the [Oxford Dictionary of English](#), and last to common-use definitions in the year of execution of the PSA.

**5 ORDER OF PRECEDENCE; STRUCTURE**

The PSA includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference. The Parties shall follow the order below when resolving any inconsistencies between the terms of the PSA, Exhibits, Attachments, or Amendments to the PSA:

- 5.2 The H-GAC Master Agreement with Mission Critical Partners, LLC dated October 20, 2021 (Exhibit A)
- 5.3 This Professional Service Agreement
- 5.4 The Contractor’s Scope of Work (Exhibit B)
- 5.5 The Contractor’s TBE Participation Plan or Waiver (Exhibit C)



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

- 5.6 The Standard Insurance Requirements (Exhibit D)
- 5.7 The Contractor's completed EEOC Form (Exhibit E)
- 5.8 Any applicable Milwaukee County Directives (Exhibit F)
- 5.9 The completed Purchasing and Bidding Exception Request Form (Exhibit G) and
- 5.10 Any addenda, amendments, or attachments to this PSA.

Each fully executed exhibit, addendum, attachment, and/or other similar document(s) is incorporated into this PSA by reference upon execution. The Parties intend that the various PSA documents supplement one another and agree that any interpretation of the documents must avoid creating or assuming conflict between PSA documents.

## 6 SCOPE OF WORK

### 6.1 DIRECTION & CONTROL; INDEPENDENT CONTRACTOR

The Contractor agrees that it shall perform the Services under this PSA as an independent contractor duly authorized to perform the acts required of it hereunder and not as an agent, employee, or servant of the County. Nothing contained in this PSA shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the Contractor or its successors or assigns. The Parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. Nothing contained in this PSA shall give the Contractor any authority to supervise, manage, and/or direct employees of the County. The Contractor specifically has the right to direct and control the Contractor's own activities in providing the agreed upon Services in accordance with the specifications set out in this PSA. The County shall only have the right to ensure performance.

### 6.2 COUNTY RESPONSIBILITIES

The County shall:

- 6.2.1 Provide access to information, sites, personnel, obligations, and responsibilities to the Contractor.
- 6.2.2 Designate, in writing, a person to act as the County's representative with respect to the Services to be provided under this PSA (the "**County's Designee**"). The County's Designee shall have authority to transmit instructions, receive information, and interpret and define the County's policies and decisions with respect to the Services, within the restrictions or permissions of any ordinance, regulation, law, code, etc. which pertains to the operation of County government and authority.
- 6.2.3 Be responsible for the accuracy and completeness of all reports, data, and/or other information necessary to perform the Services and/or reasonably requested by and provided to the Contractor.

### 6.3 CONTRACTOR RESPONSIBILITIES

#### 6.3.1 GENERAL

The Contractor shall:

- 6.3.1.1 Provide and perform all Services in accordance with generally accepted standards of professional practice and in accordance with laws, statutes, ordinances, codes, rules, regulations, and/or requirements of



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

governmental agencies which regulate or have jurisdiction over the Services.

- 6.3.1.2 Maintain all necessary licenses, permits, and/or other authorizations necessary to perform the Services until all tasks and activities are complete and/or all duties are carried out and fully satisfied.
- 6.3.1.3 Prepare all Deliverables required by this PSA, including, but not limited to, all specifications and reports in a manner that is accurate, coordinated, and adequate for the purposes intended as well as in conformity and compliance with all applicable laws, rules, codes, and regulations.

### 6.3.2 DELIVERABLES

Except for commercial off-the-shelf type products where the license or purchase price for such products is contained in the applicable Statement of Work, the County shall have exclusive, unlimited ownership rights to all Deliverables developed under this PSA.

The Deliverables shall be deemed works made for hire unless otherwise specified in this PSA and shall belong to the County. The County shall have the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protections for the Deliverables.

#### 6.3.2.1 CONTRACTOR PROPRIETARY ITEMS

The County acknowledges that the Contractor uses or may develop under this PSA methods, concepts, formats, organization, templates, techniques, and the like (the "Contractor's Proprietary Items") that are and shall remain proprietary to the Contractor. The Contractor Proprietary Items are and shall remain the sole and exclusive property of the Contractor.

The Contractor grants the County a perpetual, non-exclusive, paid-up license to use the Contractor Proprietary Items subject to the following:

- 6.3.2.1.1 The County may use the Contractor Proprietary Items solely in connection with the Services and Deliverables provided under this PSA for the purpose the Deliverables were originally purchased.
- 6.3.2.1.2 The County may not transfer, sell, or otherwise dispose of any Contractor Proprietary Items without the Contractor's written consent.
- 6.3.2.1.3 This provision does not give title or ownership rights to the County in Contractor Proprietary Items or related intellectual property.
- 6.3.2.1.4 The County shall retain or reproduce on all copies of any Contractor Proprietary Items all copyright notices and other proprietary legends and all trademarks or service marks of the Contractor or any third party.
- 6.3.2.1.5 The County shall not have the right to assign or sell the license to use the Contractor Proprietary Items granted in this provision to any third party.
- 6.3.2.1.6 The County grants the Contractor a perpetual, non-exclusive, paid-up license to use all portions of the Deliverables first developed by the Contractor during the performance of this PSA, not including any data, content, or material provided to the Contractor by the County.

### 6.3.3 ACCEPTANCE

The Deliverables, if any, are deemed accepted by the County upon completion of the following acceptance testing:





**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

- 6.3.3.1 Immediately upon receipt of any Deliverables, the County shall perform review and/or testing of the Deliverables to confirm that the Deliverables meet and/or perform in accordance with the requirements of the documentation or other standards set forth in this PSA.
- 6.3.3.2 The County shall either promptly provide the Contractor with written acceptance of the Deliverables or shall deliver to the Contractor a detailed, written statement of nonconformities to be corrected prior to the County's acceptance of the Deliverables.
- 6.3.3.3 Unless otherwise agreed to in writing by both Parties, the Contractor shall redeliver corrected Deliverables to the County within a reasonable amount of time for the industry served after receipt of the statement of nonconformities.
- 6.3.3.4 Following redelivery of the corrected Deliverables, the County shall immediately perform a new acceptance test.
- 6.3.3.5 This process shall continue until either the Contractor supplies Deliverables accepted by the County, or it becomes evident that the Contractor is unable to supply Deliverables that materially conform with the requirements of this PSA.
- 6.3.3.6 If the County fails to provide written acceptance or written statement of nonconformities within ten (10) business days of initial receipt of the Deliverables or another mutually acceptable period as defined in writing by both Parties, the Deliverables shall be deemed accepted by the County.

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**6.3.4 WARRANTIES**

The Contractor represents and warrants that:

- 6.3.4.1 The Contractor warrants that with respect to any Deliverable assigned by the Contractor to the County, that it has the right to transfer title of that Deliverable to the County.
- 6.3.4.2 The Contractor warrants that to its knowledge the Deliverables do not infringe any intellectual property right held by a third party.

**6.4 ADDING OR CHANGING SERVICES**

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**6.4.1 PROCEDURE**

Any material changes to timelines, due dates, or the Scope of Work, and any additional and/or new services requested outside the scope of Exhibit B, shall require a formal amendment of this PSA and shall be treated as change orders or amendments under the PSA. The Parties may add or change Services provided under this PSA by negotiation and execution of an amendment properly executed by authorized representatives of both Parties. Each amendment must include, at a minimum:

- 6.4.1.1 A description of any changes to timelines, time periods, or due dates for specific Deliverables or Services contemplated by this PSA, if applicable.
- 6.4.1.2 A description of any material changes to the scope, extent, and/or character of the Services as they are described in Exhibit B.
- 6.4.1.3 A description of any new Services and/or of additions to existing Services and any required changes to staffing or resources that may be necessary to support the new and/or changed Services.



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

- 6.4.1.4 A timeline or period of performance necessary to complete the additional Services.
- 6.4.1.5 A modified cost proposal indicating the cost changes to the impacted existing Services, including the basis and amount of compensation and applicable hourly rate schedule. In the case of changes to the original Services, the Contractor should include a written request for equitable adjustment for any increase in costs or fees following [Section 8.1.1: Equitable Adjustments](#).

### 6.4.2 APPROVAL PROCESS

The Contractor shall inform the County of any requests to add or change services and shall provide a copy of a proposed SOW and/or amendment to the County for approval prior to execution of the SOW by the Parties. The County, through the Office of Emergency Management, shall approve or deny the request to add or change services and shall provide the approval or denial to the Contractor in writing.

If additions or changes are approved, the Parties shall execute the SOW and/or amendment through the County's standard signature process and, if necessary, shall submit any required reports to the Milwaukee County Board of Supervisors for review and approval. The Contractor shall receive an approved copy of any SOW and/or amendment for execution by the Contractor's authorized representative by e-signature process from the County.

**No new or changed work may commence until both Parties have executed the SOW and/or amendment including a negotiated cost and a new and/or updated Scope of Work memorializing all changes.**

### 6.4.3 NO PERFORMANCE/PAYMENT PRIOR TO AUTHORIZATION

The financial terms of this PSA were negotiated between the Parties upon the condition that the Contractor will perform all Services and provide all Deliverables as agreed at the time of execution of this PSA and in the Scope of Work (Exhibit B). If the County desires the Contractor to change the operation or scope of its Services, the County and the Contractor shall mutually agree on the appropriate financial adjustments for the requested changes as is further described in this Section.

The Contractor shall not begin any new Services, nor shall it change its current Services, prior to authorization by the County through execution of an SOW and/or amendment and approval by the Milwaukee County Board of Supervisors, as required. The County is not responsible for payment for any new or changed Services rendered prior to the Contractor's receipt of appropriate authorization as described in this Section.

### 6.4.4 EMERGENCY APPROVAL

The Parties may approve a waiver of an executed change order or amendment under this Section to accommodate either a bona fide emergency justifying immediate award or the start of performance or completion of the contract or a federal or state law that requires award or completion of the contract by a particular date. Any such waiver must be subsequently approved by the Parties, in writing, within fifteen (15) business days of waiver execution under this Section.

## 7 TERM, TIME OF PERFORMANCE, TERMINATION

### 7.1 TERM & NOTICE TO PROCEED

Contractor shall begin work upon execution of this PSA, which work shall be completed on or before December 31, 2025. The Contractor shall perform, and the County shall pay for, work under the project in four (4) main phases and two (2) optional phases. The Parties agree through the execution of this PSA to enter directly into phases 1 and 2.



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
 Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

The County shall issue a formal Notice to Proceed, including via electronic means such as e-mail (as further provided in [Section 18: Notices](#)) to the Contractor upon final execution of this PSA to enter into specific phases of the project. The Notice to Proceed must identify the phases entered and the total financial obligation for the phases identified. The Parties acknowledge that all phases are subject to availability of funds and the approval of the Milwaukee County Board of Supervisors for any phase that raises the total contract expenditure to more than \$100,000.

Within ten (10) days of issuance of Notice to Proceed, the Parties shall mutually agree on and schedule a date, time, and location for a project kickoff meeting. The Parties shall ensure the project kickoff meeting is scheduled as soon as feasible to prevent project delays.

## 7.2 TIME OF PERFORMANCE

The Contractor agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Exhibit B of this PSA.

### 7.2.1 TIMELINE

If Exhibit B does not set forth a timeline for the completion of the Services, the Parties mutually agree to develop a schedule that will be made part of this Agreement by amendment signed by both Parties. It is expected that both Parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable schedule.

### 7.2.2 TIMES FOR RENDERING SERVICES

If Exhibit B specifies periods of time or timelines for the performance of Services and/or specifies deadlines for completion of Services and/or provision of Deliverables under this PSA, any changes to the specified periods of time, timelines, or deadlines shall trigger a mutual contractual review by the Parties. This review shall be conducted within five (5) working days of notice by either Party that such a change is necessary. The review shall determine, at a minimum: the reason for the change, the involvement and/or responsibility of either Party in causing or failing to prevent or stop an action or situation which was a direct and substantial cause of the delay, and the impact of the delay on the overall project and costs.

If the required changes are not the fault of either Party, the Parties shall negotiate in good faith and mutually agree upon any equitable adjustments to the Scope of Work and costs as provided in [Section 6.4: Adding or Changing Services](#) and [Section 8.1.1: Equitable Adjustments](#).

If the required changes are at the request of the County or due to the County's inability to meet timelines or deadlines, the Contractor shall have the right to equitable adjustments to any related timelines, resource allocations, and/or costs in its Scope of Work following [Section 6.4: Adding or Changing Services](#) and [Section 8.1.1: Equitable Adjustments](#). The County shall honor all requests for equitable adjustment which are supported by verifiable data and/or evidence of the need for the adjustment, provided that funds are available and allocated to this PSA. In the event that the Board of Supervisors fails to allocate funding for this PSA, including funding for an equitable adjustment, the County shall have the right to terminate the PSA without penalty as further described in [Section 7.3.4: Termination by County for Insufficient Funds](#).

If the required changes are the fault of the Contractor through either its errors or omissions, the Contractor may request contract amendments to timelines, resource allocations, and/or costs in its Scope of Work following [Section 6.4: Adding or Changing Services](#), but it shall not have a right to equitable adjustments. The County will negotiate with the Contractor in good faith but is not obligated to increase its spend or extend deadlines under this PSA caused by the Contractor's errors or omissions. If the Parties cannot mutually agree upon modifications to the Scope of Work and/or costs, the Contractor shall



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
 Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

specifically perform the Services under this PSA as written and making all efforts to adhere to the original schedule as closely as possible, unless or until the original work is complete, or the County terminates the PSA or otherwise mutually agrees with the Contractor on any future modifications.

### 7.2.3 EXCUSABLE DELAYS

The Contractor and/or its independent contractors and subcontractors shall not be considered in default by reason of any failure in performance if such failure arises from a Force Majeure event as further described in [Section 19.2: Force Majeure](#). Upon the Contractor's written request, the County shall consider the facts and extent of any delay of or failure to perform the work to determine if the delay is excusable.

A delay or failure to perform by the Contractor is considered excusable if the County determines it not due to the Contractor's and/or its independent contractors' and/or subcontractors' fault or negligence. If the County determines the delay or failure to perform is excusable, the Parties will use their best efforts to revise the contract schedule and/or any other affected provision of this PSA accordingly. If the County determines the delay or failure to perform is not excusable, the Parties shall refer to [Section 6.4: Adding or Changing Services](#) and [Section 7.3: Termination](#) when determining a path forward.

## 7.3 TERMINATION

The Parties may terminate this PSA as detailed in this Section.

### 7.3.1 FOR BREACH

Either Party may terminate this PSA for breach if the other Party fails to meet its obligations under this PSA in a timely manner. To terminate for breach, the non-breaching Party must provide the breaching Party written notice of intent to terminate, specifying the alleged breach and date of termination, a minimum of thirty (30) days prior to the stated termination date.

### 7.3.2 FOR CAUSE

Either Party may terminate this PSA for cause under any of the following circumstances, provided the terminating Party has notified the other Party of its intent to terminate and reason for termination in writing and has allowed the other Party no fewer than thirty (30) business days prior to the effective termination date to cure such circumstances:

- 7.3.2.1 Actual failure of a Party to fulfill its obligations under this PSA.
- 7.3.2.2 Anticipated failure of a Party to fulfill its obligations under this PSA, or anticipated inability of a Party to perform the work, due to verified:
  - 7.3.2.2.1 Inadequate financial capability; or
  - 7.3.2.2.2 Loss or material degradation of corporate capabilities which are essential to the requirements of this PSA, including, without limitation, loss or unavailability of a Party's key employees.
- 7.3.2.3 The insolvency of a Party, or the filing by or against a Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of a Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of a Party.



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
 Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

### 7.3.3 FOR CONVENIENCE

The County may terminate the PSA at any time and for any reason by giving Contractor thirty (30) days written notice of termination.

### 7.3.4 BY COUNTY FOR INSUFFICIENT FUNDS

The County may terminate this PSA immediately and without any liability to the Contractor if the Milwaukee County Board of Supervisors fails to appropriate the funds required for the completion of this PSA, any phase, or any Statement of Work.

### 7.3.5 RIGHTS & OBLIGATIONS

The Parties shall retain any and all fully vested rights that exist on the effective date of termination. The County's liability to the Contractor on termination is limited to either payment for goods and services delivered on or before the termination date, or specific performance by the County of any obligations under this PSA until the termination date. Any payment due from the County upon termination is limited to the unpaid amount due.

## 8 COMPENSATION & PAYMENT

### 8.1 COMPENSATION

The County shall compensate the Contractor for work performed as a fixed fee of **\$99,999.99** for phases 1 and 2 and **\$49,248.01** for phases 3 and 4, for a total contract value not to exceed **\$149,248.00**, unless agreed to by the County in writing and approved by the Milwaukee County Board of Supervisors (the "Board"). The Contractor shall bill the County monthly in arrears following [Section 8.2: Payment Terms](#).

The Parties acknowledge that due to the nature of the Services, the tasks performed and time dedicated to the project may evolve throughout the course of performance. To accommodate project changes, the Parties agree that they may mutually negotiate pricing changes between the four phases, provided that no work is performed on the project in excess of **\$99,999.99** without the prior approval of the Board.

The above compensation shall include any and all out-of-pocket expenses incurred by the Contractor or its employees, including, without limitation, travel expenses and an in-person final presentation.

The Contractor understands and agrees that:

- 8.1.1 This Agreement does not obligate the County to enter any phase that will exceed the cap of \$99,999.99.
- 8.1.2 The County must issue Notice to Proceed to activate a phase and work must be performed for payment to become due. Notices to Proceed are subject to the availability of funds.
- 8.1.3 The County must receive the approval of the Milwaukee County Board to issue Notice to Proceed for any phase which raises the total contract expenditure to more than \$99,999.99.

### 8.1.4 EQUITABLE ADJUSTMENTS

For purposes of this PSA, the County will follow the FAR §14.408-4: Economic Price Adjustment. The Contractor may request a price increase if:



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

- 8.1.4.1 There are major changes to the facilities or people served, service locations, tasks and activities, timelines, Deliverables, etc. under this PSA.
- 8.1.4.2 New Services are added, or current Services are increased.
- 8.1.4.3 Major changes in the market beyond the Contractor’s control, like COVID-19 related cost increases, impact the Contractor’s ability to perform the Services at the agreed-upon rate.

To request an increase, the Contractor shall provide the County a report that indicates each change to the Scope of Work, provides the current and requested prices, and describes the reasons for the increase request, backed up by proof of market changes. The increase requests may be:

- 8.1.4.4 **Adjustments based on established prices:** These are based on agreed-upon levels in published prices. For example, the Contractor shows their suppliers’ invoices that prove an increase in prices for certain items.
- 8.1.4.5 **Adjustments based on actual costs of labor or material:** These are based on the actual costs the Contractor faces. For example, the Contractor shows evidence of higher tax rates that increase labor costs, or suppliers’ invoices over six months that show cost increases.
- 8.1.4.6 **Adjustments based on cost indexes of labor or material:** These are based on changes in labor or material cost standards or indexes that are mentioned in the contract.
- 8.1.4.7 **Adjustments for other reasons:** These are based on cost changes for other reasons, such as new laws, emergencies or disasters, or other unexpected events. The Contractor must show proof that the event, law, or regulation increased their costs to provide the Services.

Based on the evidence provided, the Parties shall negotiate new pricing and/or terms and amend the PSA accordingly.

**8.2 PAYMENT TERMS**

The Contractor shall perform Additional and/or Optional Services as defined in Exhibit B at its current fee schedule as of the date of the addition of the new Services, and must follow the process in [Section 6.4: Adding or Changing Services](#) before the County is obligated to pay any additional amounts above the not-to-exceed amount.

The County does not pre-pay for services unless specifically authorized in writing. The County reserves the right to use a purchasing card to pay invoices of two thousand dollars (\$2000) or less. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

**8.2.1 INVOICING THE COUNTY**

The Contractor shall invoice Milwaukee County as stated in this Section. The Contractor shall send the County an invoice each month by the fourteenth (14<sup>th</sup>) of the month for the percentage of work completed in the previous month that includes the following minimum information:

- 8.2.1.1 INFOR Contract # 3517 and H-GAC Contract # HP08-21
- 8.2.1.2 PSA Effective Date
- 8.2.1.3 The Contractor’s legal business name.
- 8.2.1.4 The Payee name.
- 8.2.1.5 The Contractor’s address.



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

- 8.2.1.6 Invoice number and date.
- 8.2.1.7 The Contractor's email and phone # for billing issues.
- 8.2.1.8 An invoice line for each item or service that includes:
  - 8.2.1.8.1 A description of services rendered, or products delivered.
  - 8.2.1.8.2 Sufficient detail to support each invoice line, including but not limited to title or position of Personnel performing the Services, hourly rates for those Personnel, hours worked, tasks completed, etc.
  - 8.2.1.8.3 Date due and amount due (in US dollars)
  - 8.2.1.8.4 Payment terms.

The Contractor must submit invoices to the following recipient in order for the County to consider the invoice received:

**Department Name:** Office of Emergency Management

**Contact Name & Title:** Kinnyetta Patterson, 911 Director

**Department Address:** 821 W. State Street  
Milwaukee, WI 53233

*with a copy by e-mail to:*

**E-mail:** [Kinnyetta.Patterson@milwaukeecountywi.gov](mailto:Kinnyetta.Patterson@milwaukeecountywi.gov)  
[APPayments@milwaukeecountywi.gov](mailto:APPayments@milwaukeecountywi.gov)

**8.2.2 LATE PAYMENTS**

Milwaukee County's Standard Term of Payment is Net 30 Days upon receipt of an accurate invoice from the Contractor and the County's acceptance of the corresponding services that comply with the terms of this PSA. **Invoices must be sent by mail or e-mail as indicated in [Section 8.2.1: Invoicing the County](#) to be considered received by the County.**

**8.2.2.1 STATE PROMPT PAY LAW EXEMPTION**

State Prompt Pay Law, Wis. Stats. §16.528 does not apply to this PSA.

**8.2.2.2 LATE FEES & CLAIMS**

If no disputes arise, and an invoice has not been paid 60 days after it was received by the County, the Contractor may file a claim for 12% (annual rate) on amounts not paid after the 60<sup>th</sup> day.

**9 DATA OWNERSHIP & USE**

**9.1 OWNERSHIP**

Upon completion of the work or upon termination of the PSA, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that the Contractor has collected or prepared in carrying out this PSA shall be provided to and become the exclusive property of the County.

**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

**9.2 PRE-EXISTING INTELLECTUAL PROPERTY**

Unless otherwise provided in writing, the Contractor shall be deemed the author of and shall retain all common law, statutory and other reserve rights to all pre-existing intellectual property including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared or otherwise obtained by the Contractor or its affiliates independent of this Agreement.

**9.3 USE OF COUNTY'S DATA**

Any reports, information, or data given to or prepared or assembled by the Contractor under this PSA shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. No reports or documents produced in whole or in part under this PSA shall be the subject of an application for copyright by or on behalf of the Contractor.

**9.4 CONFIDENTIALITY**

This PSA is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party, subject to the County's duty to disclose public records as further defined in [Section 19.1 Public Records](#).

The County and the Contractor each agree they shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this PSA to any third party and that they shall use such confidential information solely for the purposes necessary to meet the requirements under this PSA.

The Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this PSA on behalf of the County or their designee. The Contractor further agrees that, aside from obligations under the public records law as more fully described in this PSA and as determined in cooperation with the County, the Contractor shall maintain all materials and communications developed under or relating to this PSA as confidential and shall disclose them only to or as directed by such individual or their designee.

The Contractor shall not access any information which the Contractor is not authorized to receive, and under no circumstances shall the Contractor at any time, during the term of this PSA or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of the County, nor shall the Contractor copy, recreate, or use any such confidential information or documents other than for the performance of this PSA. The Contractor shall not divulge or otherwise make use of trade secrets or other confidential information, procedures, or policies under this PSA, nor shall it copy, recreate, or use any proprietary information of any third party in the performance of this PSA, except to the extent authorized by such third parties.

The Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require the Contractor to indemnify the County as provided in this PSA.

**10 COMMITMENT TO EQUITY**

As a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Code of Ordinances - Chapter 108, Achieving Racial & Health Equity) that commits itself to identify and address policies, practices, and power structures that, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Indigenous and People Of Color (BIPOC). The MCCO §108 ensures racial equity





## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

is a top priority of Milwaukee County government and remains larger than any one government leader and identifies that institutionalization of racial equity in the County's mission, vision, values, and Services are of the utmost priority.

The County and Contractor acknowledge that racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County, and that the vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin." The Contractor acknowledges that Milwaukee County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity, and that to address systemic racism affecting county residents, Milwaukee County is committed to prioritizing racial equity to address structural and institutional racism that produces disparate population health outcomes.

The Contractor represents and warrants that it will cooperate with Milwaukee County in its efforts to prioritize racial equity to address structural and institutional racism and dismantle barriers producing disparities in population health outcomes for BIPOC service recipients and Milwaukee County communities. The Contractor shall ensure its practices and Services provided align with the County's vision and demonstrate its commitment to racial equity at all levels of the contract's performance.

The Contractor acknowledges and agrees it must actively participate in the County's mission and vision, and that failure to do so may be cause for contract termination.

## 11 TARGETED BUSINESS ENTERPRISE GOALS

In compliance with MCCO §56.17(1d), the Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

The Contractor shall comply with all provisions imposed by or pursuant to MCCO Chapter [42](#) regarding Targeted Business Enterprise ("TBE") participation on Milwaukee County projects.

### 11.1 COMPLIANCE WITH THE TBE GOAL

The Contractor shall adhere to the approved TBE participation plan documented in this PSA (Exhibit C). The TBE participation plan requires the Contractor to commit a minimum percentage of its compensation under this PSA and any SOW to the use of a third-party TBE firm certified by the County or by another government entity whose TBE certifications are recognized by the County. The TBE firm must maintain its TBE certification throughout the term of any applicable SOW. The Contractor shall obtain written permission from the Office of Economic Inclusion prior to changing the approved TBE participation plan.

### 11.2 TRACKING & REPORTING COMPLIANCE

The Contractor shall submit monthly reports in B2GNow and/or as otherwise required by the County for the purpose of demonstrating compliance with this Section, if applicable.

### 11.3 THE COUNTY'S REMEDIES

If the Contractor fails to maintain the level of TBE participation stated in the SOW, the Contractor shall provide documentation to the County demonstrating that it made good faith efforts in its attempt to meet the stated level of participation. If the Contractor fails to reflect a good faith effort to achieve and maintain the level of TBE participation



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

required by an SOW throughout the term of the SOW, the County may consider this as a material breach of this PSA, and may terminate the PSA as provided in [Section 7.3:Termination](#).

### 11.4 WAIVER OF PARTICIPATION

The parties agree that no TBE goal has been established and no goal is required under this PSA.

## 12 COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as "Designated Personnel") and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the terms and performance of the PSA for a period of up to three years following the date of last payment, the end date of this PSA, or activity under this PSA, whichever is later. Any subcontractors or other parties performing work on this PSA will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this PSA will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the MCCO.

## 13 NON-DISCRIMINATORY CONTRACTS

### 13.1 COMPLIANCE WITH MCCO §56.17(1)(A)

The Contractor shall comply with MCCO §56.17(1)(A), which states:

*"In the performance of work or execution of this contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The contractor will post in conspicuous places, available for employment, notices to be provided by the county setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the county to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract."*

### 13.2 COMPLIANCE WITH MCCO §56.17(1)(D)

The Contractor shall comply with MCCO §56.17(1)(d), which states:

*"The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements."*



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

**13.3 VIOLATIONS**

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the PSA, County may terminate the PSA without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the PSA, or it may permit Contractor to complete the PSA, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

**14 INDEMNITY**

The Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Milwaukee County and its agents, officers, and employees from and against all loss or expenses including costs and reasonable attorneys' fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor and/or its agent(s) which may arise out of or is connected with the activities covered by this PSA. The County's liability is limited by Wis. Stats. Section 893.80 for general liability and Wis. Stats. Section 345.05(3) for automobile liability.

**15 INSURANCE**

The Contractor shall, at its sole expense, acquire and maintain through the course of this PSA with Milwaukee County insurance policies with minimum limits listed in the Standard Insurance Requirements Form, attached as Exhibit D.

The Contractor may obtain the listed coverages through any combination of primary and excess or umbrella liability insurance. The Contractor must acquire its insurance from carriers with a current A. M. Best rating of A X or better. The Contractor shall demonstrate compliance with the minimum limits in Exhibit D through a Certificate of Insurance or proof of self-insured retention. The Contractor shall send an annual copy of its Certificate of Insurance or proof of self-insured retention throughout the Term of this PSA.

Copies must be emailed to:

<b>Department of Administrative Services</b>		<b>Office of Emergency Management</b>
Risk Management Division Risk Manager <a href="mailto:RM@milwaukeecountywi.gov">RM@milwaukeecountywi.gov</a>	Procurement Division Public Safety Contract Manager <a href="mailto:Procurement@milwaukeecountywi.gov">Procurement@milwaukeecountywi.gov</a>	Kinnyetta Patterson 911 Director <a href="mailto:Kinnyetta.Patterson@milwaukeecountywi.gov">Kinnyetta.Patterson@milwaukeecountywi.gov</a>

The Contractor shall ensure that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Contractor on a Milwaukee County contract. These minimum requirements do not limit the liability assumed elsewhere in an executed contract.

The Contractor shall not make changes to the types of coverage, limits and/or other terms without the approval of the County's Risk Manager.

**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

**16 PROHIBITED PRACTICES****16.1 CONFLICT OF INTEREST**

During the period of this PSA, the Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest. The Contractor further represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the Services provided under this PSA.

**16.2 CODE OF ETHICS**

Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics which states, in part,

*"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."*

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

**16.3 NON-CONVICTION FOR BRIBERY**

The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

**16.4 DEBARMENT OR SUSPENSION**

The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

- 16.4.1** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 16.4.2** Have not, within a three-year period preceding the date of execution of this PSA, been convicted of, or had a civil judgment rendered against them for, commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;
- 16.4.3** Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in 16.4.2, above; and
- 16.4.4** Have not, within a three-year period preceding the date of execution of this PSA, had one or more public or governmental transactions terminated for cause or for default.



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

**17 COMPLIANCE WITH COUNTY’S POLICIES**

**17.1 SAFETY AND SECURITY POLICIES**

Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide services under this PSA on County’s premises to comply with County’s safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor’s employees are providing services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

**17.2 DRUG USE POLICIES**

Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides services under this PSA on County’s premises of County’s right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

- 17.2.1 If County believes, in good faith, that the Contractor’s employee is under the influence of an illegal substance, or
- 17.2.2 As a consequence of an accident caused by or involving the Contractor’s employee on County’s premises during the performance of this PSA and likely to have been related to Contractor’s employee’s use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor’s expense, and Contractor will address any positive results and handle accordingly. Contractor’s employee will not be permitted to perform the services if a positive result of the drug screen is determined.

**17.3 CONTRACTOR CODE OF CONDUCT**

The Contractor comply with the County’s Contractor Code of Conduct and any other applicable Milwaukee County policies and procedures as published in the Milwaukee County Administrative Manual of Operating Procedures (“**AMOP**”). These procedures are publicly available on the County’s website at: <https://county.milwaukee.gov/EN/Strategy-Budget-and-Performance/AMOP>.

By signing this contract, the Contractor certifies that it has read, understands, will comply with, and will ensure its employees working under this PSA read, understand, and comply with all its provisions throughout the term of this PSA.

**18 NOTICES**

All notices with respect to this PSA shall be in writing. Writing shall include electronic documents as further identified in [Section 19.3: Electronic Documents Considered Writing](#). Except as otherwise expressly provided in this PSA, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:		To County:	
<b>Entity Name:</b>	Mission Critical Partners, LLC	<b>Department:</b>	Office of Emergency Management
<b>ATTN:</b>	Darrin J. Reilly President & Chief Executive Officer	<b>ATTN:</b>	Cassandra Libal Director



**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
 Mission Critical Partners, LLC

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**

To Contractor:		To County:	
<b>Address:</b>	690 Gray's Woods Boulevard Suite 100 Port Matilda, PA 16870	<b>Address:</b>	633 W. Wisconsin Avenue, Suite 700 Milwaukee, WI 53203
<b>E-mail:</b>	<a href="mailto:contracts@missioncriticalpartners.com">contracts@missioncriticalpartners.com</a>	<b>E-mail:</b>	<a href="mailto:Cassandra.Libal@milwaukeecountywi.gov">Cassandra.Libal@milwaukeecountywi.gov</a>
<i>with a copy to:</i>		<i>with a copy to:</i>	
		Milwaukee County Corporation Counsel 901 N. 9 <sup>th</sup> Street, Room 303 Milwaukee, WI 53233 <a href="mailto:Scott.Brown@milwaukeecountywi.gov">Scott.Brown@milwaukeecountywi.gov</a>  and  Department of Administrative Services Procurement Division ATTN: Public Safety Contract Manager 633 W. Wisconsin Ave, Suite 901 Milwaukee, WI 53203 <a href="mailto:Procurement@milwaukeecountywi.gov">Procurement@milwaukeecountywi.gov</a>	

Either party may designate a new address for purposes of this PSA by written notice to the other party.

**19 MISCELLANEOUS**

**19.1 PUBLIC RECORDS**

Both parties understand that the County is bound by the public records law, and as such, all of the terms of this PSA are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* The Contractor hereby agrees that it shall be obligated to assist the County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made, and that any failure to do so shall constitute a material breach of this PSA, whereupon the contractor shall then and in such event be obligated to indemnify, defend and hold the County harmless from liability under the Wisconsin Public Records Law occasioned by such breach. Except as otherwise authorized by the County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three years after receipt of final payment under this PSA.

**19.2 FORCE MAJEURE**

The term "Force Majeure" includes, but is not limited to, any war, insurrection, riot, terrorism, warlike action (whether actual, impending or expected, and whether *de jure* or *de facto*), other restraint of government (civil or military), or other disorder; any international or trade dispute or interruption such as trade and/or freight tariffs or embargoes, blockades, or interference with trade routes; any labor dispute, strike, or other work stoppage; any abnormally severe or unusual weather conditions or natural disasters, such as fire, earthquake, landslide, sinkhole, tsunami, flood, or washout, lightning, hurricane, tornado, blizzard, ice and sleet, hail, and/or other storms or acts of God; acts of public enemies, including foreign enemy actors, terrorists, criminals, and vandals; explosion or nuclear reaction or meltdown; structure and infrastructure damage or



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
*Mission Critical Partners, LLC*

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

collapse (such as to bridges or public offices); epidemics, pandemics, accidents, disasters, other mass events or casualties, and/or national or public health emergencies; civil commotion or unrest, such as violent or physical, non-violent protest, riot, acts of civil disobedience, etc.; any material interruption of the operations of federal, state, or local governments or Milwaukee County, of public utilities or the utility regulations of governmental authorities, or of roadways or other transit; chemical, biological, radiological, or nuclear hazard or contamination (“**CBRN**”) such as nuclear chain reactions and other events that produce high doses of ionizing radiation, the release of hazardous chemicals such as toxic industrial chemicals or chemical warfare agents into the environment, the exposure to biological hazards such as bacteria, viruses, fungi, and parasites, either through intentional or unintentional release or natural exposure, and/or emergencies stemming from technological and industrial activities, such as dam ruptures, transport accidents, and factory explosions; and/or any other similar condition not within the reasonable control of the Party whose performance is interfered with or which it could not have prevented through reasonable diligence.

The Contractor and/or its independent contractors or subcontractors shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond their control and without their fault or negligence, including Force Majeure events. Neither Party shall be considered in breach of this PSA due to a delay in the impacted Party’s performance of its obligations hereunder or a failure of the impacted Party to perform any or all parts of this PSA due to a Force Majeure event, nor shall either Party be liable to the other for any liability claims, damages, or other losses caused by or resulting from a Force Majeure event.

### 19.3 ELECTRONIC DOCUMENTS CONSIDERED WRITING

Any document properly transmitted by computer access will be considered a “writing” delivered in connection with this PSA. Electronic documents will be considered signed by a Party if they contain an agreed-upon electronic identification symbol or code as required by law. Electronic documents will be deemed received by a Party when accessible by the recipient on the computer system.

### 19.4 COMPLIANCE WITH LAWS

The Contractor agrees to comply with all applicable federal, state, and local statutes, laws, rules, regulations, ordinances, and all policies, procedures, standards, and regulations of any accreditation agencies or bodies. The Contractor agrees to hold the County harmless from any loss, damage, or liability resulting from a violation on the part of the Contractor of any such laws, rules, regulations, policies, procedures, standards, or ordinances.

### 19.5 CHOICE OF LAW

This PSA shall be governed, interpreted, construed, and enforced in accordance with the internal laws of the State of Wisconsin, without regard to its conflict of laws principles. Any litigation over the enforceability of the provisions herein or to enforce any rights hereunder shall be in state court with venue in Milwaukee County.

### 19.6 ASSIGNMENT LIMITATION

This PSA shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Assignment of any portion of the work by subcontract must have the prior written approval of County.



## OFFICE OF EMERGENCY MANAGEMENT

Professional Service Agreement  
 Mission Critical Partners, LLC

INFOR Contract # 3517

Bonfire Contract # 204411

Cooperative Contract # HGAC-HP08-21

### 19.7 SUBCONTRACTING AND CONTRACTOR'S AGENTS

Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this PSA. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel's and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

### 19.8 NON-SOLICITATION OF EMPLOYEES

During and for one (1) year after the term of this PSA, neither Party may intentionally solicit the employment of the other Party's personnel without the other Party's prior written consent. Nothing in this Section shall prevent either Party's personnel from applying to open positions with the other Party through public channels, nor shall it prevent either Party from hiring the other Party's personnel if those personnel are determined to be the best candidates through the Party's competitive hiring process. Both Parties agree not to intentionally or maliciously encourage or directly request applications to open positions from the other Party's employees. Each Party shall make reasonable efforts to advise the other Party of the advising Party's intent to make an offer to any candidate who has worked for the other Party within one (1) year of the termination date of this PSA.

### 19.9 UNIFORM ADMINISTRATIVE REQUIREMENTS

If federal funds will be used or may be used to pay for all or part of the Services under this PSA, the County agrees, at the County's expense, to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in Title 2 C.F.R. § 200 et seq.

### 19.10 SEVERABILITY & COUNTERPARTS

This PSA may be executed by the different Parties to the PSA in any number of separate counterparts, each of which shall be considered an original upon execution, and which shall together constitute a single legal instrument.

If any part of this PSA is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this PSA, unless the PSA so construed fails to meet the essential business purposes of the Parties as manifested herein.

### 19.11 MODIFICATION AND WAIVER

This PSA may not be modified and none of its terms may be waived, except in writing and signed by authorized representatives of both Parties. To the extent that any term in any document, other than a writing signed by both Parties that expressly purports to amend this PSA, is contrary to, or conflicts with this PSA, the terms of this PSA shall control. A waiver by a Party of any default shall not be deemed a waiver of a prior or subsequent default of the same or other provisions of this PSA. The failure of a Party to enforce, or the delay by a Party in enforcing, any of its rights shall not be deemed a continuing waiver or a modification of this PSA.





**OFFICE OF EMERGENCY MANAGEMENT**

Professional Service Agreement  
*Mission Critical Partners, LLC*

**INFOR Contract # 3517**

**Bonfire Contract # 204411**

**Cooperative Contract # HGAC-HP08-21**


## **19.12 ENTIRE AGREEMENT**

This PSA constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersede any and all prior agreements and negotiations, whether oral, written, or implied. No change, addition, or amendment shall be made except by written agreement signed by a duly authorized representative of each Party.

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The following Parties hereby execute this Agreement:

**FOR MILWAUKEE COUNTY:**

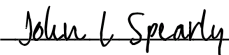
BY:  DATE: 12/31/2024

NAME: Christopher McGowan

TITLE: Deputy Director

DEPARTMENT: Office of Emergency Management

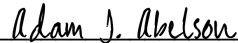
**FOR Mission Critical Partners, LLC :**

BY:  DATE: 12/31/2024

NAME: John L Spearly


TITLE: Director of Contract Administration

**REVIEWED AS TO INSURANCE REQUIREMENTS:**

BY:  DATE: 12/31/2024


**Risk Manager**  
Office of Risk Management

**APPROVED WITH REGARDS TO COUNTY  
ORDINANCE CHAPTER 42:**

BY:  DATE: 12/31/2024

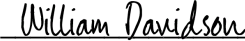
**Office of Economic Inclusion**

**APPROVED AS TO FUNDS AVAILABLE PER  
WISCONSIN STATUTES §59.255(2)(e):**

BY:  DATE: 12/31/2024


**Milwaukee County Comptroller**  
Office of the Comptroller

**APPROVED REGARDING FORM AND  
INDEPENDENT CONTRACTOR STATUS:**

BY:  DATE: 12/31/2024

**Corporation Counsel**  
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY  
EXECUTIVE:**

BY:  DATE: 12/31/2024

**David Crowley, County Executive**  
Office of the County Executive

**APPROVED AS COMPLIANT UNDER  
§59.42(2)(b)5, STATS.:**

BY:  DATE: 12/31/2024

**Corporation Counsel**  
Office of Corporation Counsel



# **EXHIBIT A:**

## **The H-GAC Master Agreement with Mission Critical Partners, LLC dated October 20, 2021**

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# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

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Cooperative Agreement - Contract - Mission Critical Partners, LLC - Public Services - ID: 7638

## MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Mission Critical Partners, LLC, hereinafter referred to as the Contractor, having its principal place of business at 690 Gray's Woods Blvd., Port Matilda, PA 16870.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

### **ARTICLE 1: LEGAL AUTHORITY**

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

### **ARTICLE 2: APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

### **ARTICLE 3: PUBLIC INFORMATION**

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

**ARTICLE 4: INDEPENDENT CONTRACTOR**

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

**ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR**

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

**ARTICLE 6: SUSPENSION AND DEBARMENT**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

**ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)**

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

**Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.**

**ARTICLE 8: SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

**ARTICLE 9: PERFORMANCE PERIOD**

This Master Agreement shall be performed during the period which begins Oct 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

**ARTICLE 10: PAYMENT OR FUNDING**

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

**ARTICLE 11: PAYMENT FOR WORK**

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

**ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS**

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

**ARTICLE 13: REPORTING REQUIREMENTS**

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

**ARTICLE 14: INSURANCE**

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

**ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

**ARTICLE 16: AUDIT**

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

**ARTICLE 17: TAX EXEMPT STATUS**

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

**ARTICLE 18: EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

**ARTICLE 19: RETENTION OF RECORDS**

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before

the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

**ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS**

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

**ARTICLE 21: CHANGE ORDERS AND AMENDMENTS**

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

**ARTICLE 22: CONTRACT ITEM CHANGES**

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.



- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

### **ARTICLE 23: CONTRACT PRICE ADJUSTMENTS**

#### **Price Decreases**

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

#### **Price Increases**

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

#### **Price Changes**

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

#### **Requesting Price Increase/Required Documentation**

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and

updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at [William.Burton@h-gac.com](mailto:William.Burton@h-gac.com)

**Review/Approval of Requests**

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

**ARTICLE 24: DELIVERIES AND SHIPPING TERMS**

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor. The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage. Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

**ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)**

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

**ARTICLE 26: MANUALS**

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

**ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS**

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

**ARTICLE 28: WARRANTIES, SALES, AND SERVICE**

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

**ARTICLE 29: TERMINATION PROCEDURES**

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. *Convenience*

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

**ARTICLE 30: SEVERABILITY**

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

**ARTICLE 31: FORCE MAJEURE**

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the

performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

### **ARTICLE 32: CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.
- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code. H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

### **ARTICLE 33: FEDERAL COMPLIANCE**

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.

§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

**ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 35: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

**ARTICLE 37: INDEMNIFICATION AND RECOVERY**

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

**ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 39: TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

**ARTICLE 40: JOINT WORK PRODUCT**

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

**ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL**

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in

the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**ARTICLE 42: COPELAND “ANTI-KICKBACK” ACT**

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**ARTICLE 43: DISCRIMINATION**

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

**ARTICLE 44: DRUG FREE WORKPLACE**

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, “drug-free” means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

**ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS**

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

**ARTICLE 46: WARRANTY AND COPYRIGHT**

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

**ARTICLE 47: DATA HANDLING AND SECURITY**

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

**ARTICLE 48: DISPUTES**

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

**ARTICLE 49: CHOICE OF LAW: VENUE**

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 50: ORDER OF PRIORITY**

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

**ARTICLE 51: WHOLE MASTER AGREEMENT**

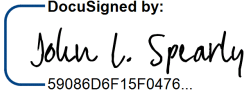
**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided.** The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.



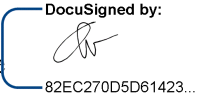
**SIGNATURES:**

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

**Mission Critical Partners, LLC**

Signature  59086D6F15F0476...  
Name John L. Spearly  
Title VP & Director of Administrative Services  
Date 10/14/2021

**H-GAC**

Signature  82EC270D5D61423...  
Name Chuck Wemple  
Title Executive Director  
Date 10/20/2021

# H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - Mission Critical Partners, LLC - Public Services - ID: 7638

## MASTER SPECIAL PROVISIONS

**Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed.** Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

### **ARTICLE 1: BIDS/PROPOSALS INCORPORATED**

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

### **ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")**

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

### **ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE**

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

**EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

**ARTICLE 4: PARTY LIABILITY**

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

**ARTICLE 5: GOVERNING LAW & VENUE**

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

**ARTICLE 6: SALES AND ORDER PROCESSING CHARGE**

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

**ARTICLE 7: LIQUIDATED DAMAGES**

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

**ARTICLE 8: INSURANCE**

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

#### **ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS**

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

#### **ARTICLE 10: ORDER PROCESSING CHARGE**

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

#### **ARTICLE 11: CHANGE OF STATUS**

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

#### **ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS**

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

### **ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING**

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

### **ARTICLE 14: INSPECTION/TESTING**

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

### **ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS**

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

### **ARTICLE 16: BACKGROUND CHECKS**

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

### **ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION**

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

**ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION**

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

**ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)**

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

**ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)**

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor’s supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

**ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)**

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

**ARTICLE 22: DOMESTIC PREFERENCE**

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

**ARTICLE 23: TITLE VI REQUIREMENTS**

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

**ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT**

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

**ARTICLE 26: PREVAILING WAGE**

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

**ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS**

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE**

For purchases using federal funds in excess of \$150,000, a CUSTOMER/END USER may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the CUSTOMER/END USER regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to CUSTOMER/END USER will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

**ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of



Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS**

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT**

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**Attachment A**  
**Mission Critical Partners, LLC**  
**All Hazards Preparedness, Planning, Consulting & Recovery Services**  
**Contract No.: HP08-21**

<b>Labor Category</b>	<b>2021 Hourly Rates</b>
Support Specialist I	\$ 63.00
Support Specialist II	\$ 105.00
Operations Specialist I	\$ 204.00
Operations Specialist II	\$ 218.00
Planner	\$ 178.00
Communications Specialist	\$ 160.00
Technology Specialist I	\$ 191.00
Technology Specialist II	\$ 204.00
Project Manager	\$ 198.00
Senior Technology Specialist	\$ 218.00
Senior Project Manager	\$ 224.00
Program Manager	\$ 237.00
Forensics Analyst	\$ 244.00
Senior Program Manager	\$ 264.00
Principal	\$ 224.00
Print: Black and White Copy (Per Copy)	\$ 0.10
Print: Color Copy (Per Copy)	\$ 0.25
Print: Plotter Copy, 24 x 36 (Per Copy)	\$ 4.00
Print: Plotter Copy; 30 x 42 (Per Copy)	\$ 6.00

**AMENDMENT No. 1 to CONTRACT No. HP08-21**  
**For**  
All Hazards Preparedness, Planning, Consulting & Recovery Services  
**Between**  
**HOUSTON-GALVESTON AREA COUNCIL**  
**And**  
**Mission Critical Partners, LLC**


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through July, 31, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

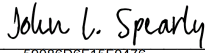
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,  
Houston, Texas

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\_\_\_\_\_  
Chuck Wemple, Executive Director

Date: 7/3/2023

Signed for: **Mission Critical Partners, LLC**

DocuSigned by:  
  
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\_\_\_\_\_  
John L. Spearly      Director of Contract Administration

Printed Name & Title:

Date: 6/29/2023

# H-GAC

Houston-Galveston Area Council  
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - Mission Critical Partners, LLC - Public Services - ID: 12499

## EXTENSION No. 2 to CONTRACT No. HP08-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

**HOUSTON-GALVESTON AREA COUNCIL**

And

**Mission Critical Partners, LLC**


THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

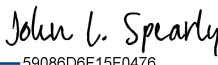
Signed for: **Houston-Galveston Area Council**

DocuSigned by:  
  
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Chuck Wemple  
Executive Director  
Date: 5/8/2024

Signed for: **Mission Critical Partners, LLC**

Printed Name:  
Title:

DocuSigned by:  
  
59086D6F15F0476...

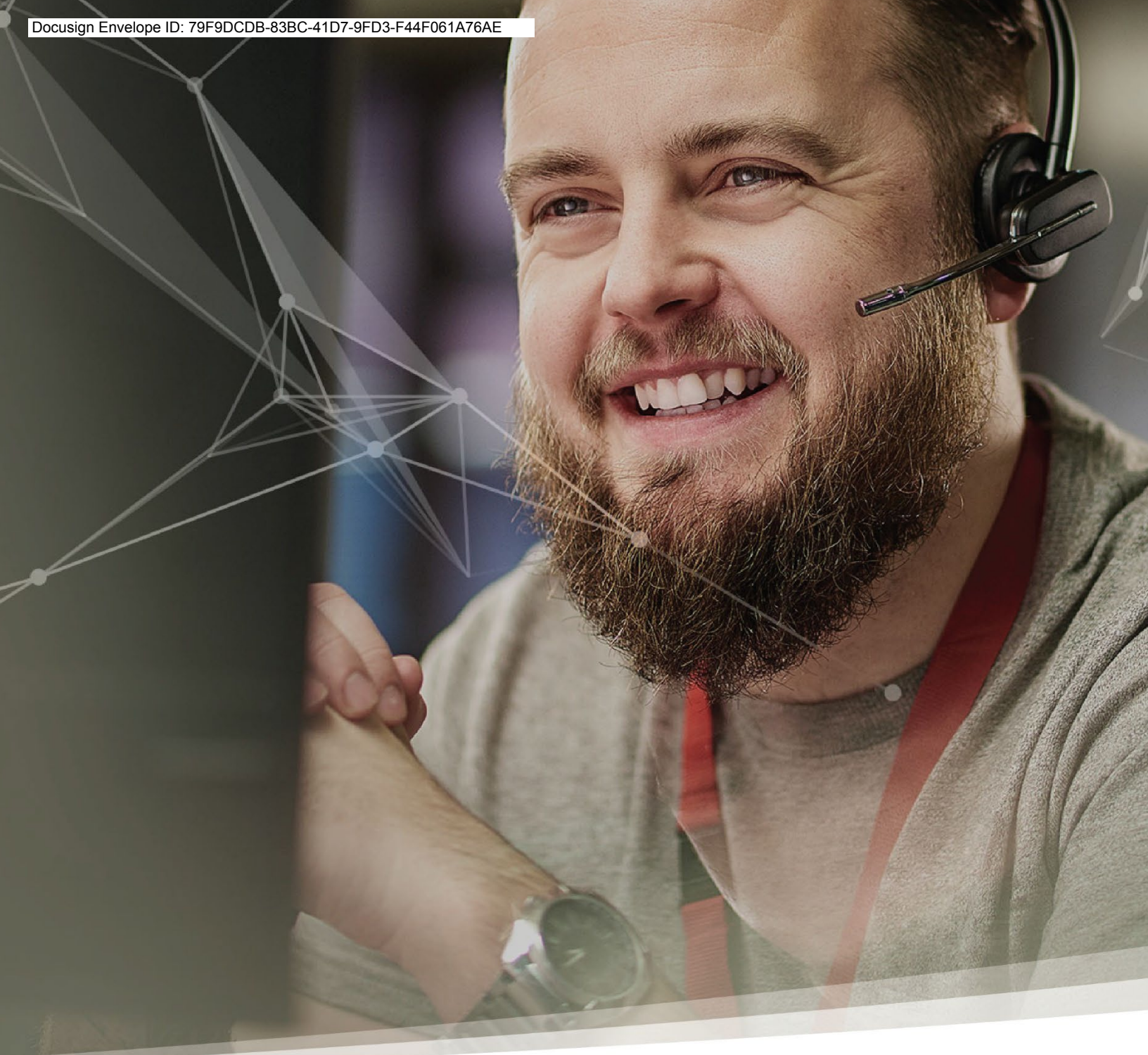
John L. Spearly  
Director of Contract Administration  
Date: 5/7/2024



# **EXHIBIT B:**

## **Contractor's Scope of Work**

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Proposal

# Consolidation Feasibility Study

*November 25, 2024*

**City of Milwaukee, Wisconsin  
Office of Emergency Management**



# Table of Contents

<b>Introduction Letter</b> .....	<b>1</b>
<b>Statement of Services</b> .....	<b>5</b>
Project Understanding.....	6
Project Approach.....	6
Scope of Work.....	8
Phase 1: Project Initiation .....	8
Phase 2: Data Discovery to Benchmark Current Conditions.....	8
Phase 3: Data Analysis .....	12
Phase 4: Delivery and Presentation of Report .....	24
Project Expectations and Assumptions .....	25
Optional Services .....	25
Phase 5: Consolidation Implementation Plan (Optional).....	25
Phase 6: Consolidation Plan Implementation Oversight (Optional).....	26
Project Methodology.....	27
<b>Project Team</b> .....	<b>31</b>
Organizational Chart .....	32
Resumes .....	33
<b>Experience</b> .....	<b>40</b>
<b>Pricing</b> .....	<b>43</b>
<b>Appendix A: The Public Safety Ecosystem and MCP Service Offerings</b> .....	<b>45</b>

# Introduction Letter

November 25, 2024

Kinnyetta Patterson  
911 Director  
Milwaukee County Office of Emergency Management  
2333 N 49th St.  
Milwaukee, WI 53210

Re: Proposal for Consolidation Feasibility Study

Dear Ms. Patterson:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide this proposal to the Milwaukee County Office of Emergency Management (OEM) for the evaluation and analysis of the potential to consolidate public safety answering point (PSAP) services. The proposal is aligned to provide a consolidation feasibility study for the OEM based on both the current and future environment. The services will provide **a comprehensive and independent review of 911 services for the citizens and public safety community** of the participating PSAP jurisdictions.

Due to the critical public safety nature of the need, and our unmatched expertise in all facets of your project, trusting MCP to support the OEM in assessing your PSAP environment will provide you with an unbiased and vendor-neutral evaluation and recommendations on the future of your PSAP environment.

## *Expertise You Can Count On*

With more than 200 full-time employees spanning the full emergency communications ecosystem, **MCP possesses the vast depth and breadth of expertise and experience in mission-critical emergency technology and operations that an important project of this magnitude requires.** In our experience, projects of this complexity require expertise in adjacent areas of public safety. In fact, at MCP:



We not only possess the necessary skills and expertise required to assist with your specific public safety efforts, but our expertise also spans beyond operations and facility services into areas such as Next Generation 911 (NG911), land mobile radio (LMR), broadband, as well as cybersecurity and data integration.





*Our wide breadth of services and experience means we can help  
prepare you for what you envision down the road,  
making conscious choices that will set the stage for success.*

*By working with MCP, the OEM will gain the experience  
and knowledge that comes with our team.*

MCP is prepared to serve the Milwaukee County Office of Emergency Management by assisting you with achieving optimal delivery of emergency communications services—**because the mission matters**. If you have any questions regarding the information submitted, please contact me at 815.378.3141 or [BuddyHicks@MissionCriticalPartners.com](mailto:BuddyHicks@MissionCriticalPartners.com).

On behalf of our entire team, we stand behind the Milwaukee County Office of Emergency Management to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

A blue ink handwritten signature, appearing to read 'Bud Hicks', written over a light blue horizontal line.

Bud Hicks  
Client Services Director



## Putting Our Clients' Missions First **A Firm Unlike Any Other**

At Mission Critical Partners, our mission is simple: to improve public safety and justice outcomes. Our client commitment is to act as a trusted, independent advisor, always striving to solve problems, deliver value, efficiency, and fresh ideas – all while mitigating risk.

We stand behind the significance of the work our clients do and how critical their missions truly are – not just for their organization, but for their entire community. Our greatest pride is partnering with clients to implement the best solutions that drive their mission, building upon our expertise and experience – because their mission is what matters.

We bring highly specialized expertise in public safety, justice and in other critical infrastructure sectors. Many of our professionals have been in our clients' shoes and are well attuned to their unique needs. Our vision is to transform mission-critical and public-sector networks and operations into integrated ecosystems.

### A Halo Effect Over the Critical Communications Ecosystem

MCP provides its clients with a holistic approach to enhance and evolve critical communications systems and operations across the entire ecosystem. The "MCP Halo Effect" is our comprehensive integrated series of products and solutions to dramatically effect collaboration and situational awareness, improve decision-making, and ultimately influence outcomes.

**3,900+ projects**  
*supporting 2,200+ public-sector and critical communications agencies since 2009*

*We serve clients in*  
**50 states**  
*and 95% of the nation's largest metropolitan areas*

**200+**  
*subject-matter experts on staff with an average of 25 years of experience*

**90%**  
*of our clients remain with us from project to project*

**15%**  
*average project cost savings for our clients—sometimes more*

**SecureHalo™**  
Family of Cybersecurity and IT Solutions

We're designing and monitoring highly reliable, secure and easy-to-manage integrated public safety networks.

**Consulting**  
Consultive & Advisory Solutions

We're providing expertise across all areas of the constantly evolving public safety, justice, and broader public sector ecosystem.

**DataHalo™**  
Family of Data Solutions

We provide data analytics and software solutions that improve collaboration, productivity, and decision-making.

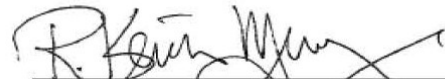
## Our Commitment to Our Clients

Partnering with a firm that brings an independent, objective perspective to every engagement is our clients' top priority. We stand behind our commitment to always put the fundamental interests of our clients first.

From our inception, vendor-neutrality is a value that underpins every aspect of what we do. Our goal is to determine the most favorable solution for our clients based on their unique requirements, budget, governance structure, operations, and existing technologies. We provide a holistic perspective regarding the entire mission-critical communications ecosystem, free of bias or favoritism to any specific product or service provider. Our recommendations are always based solely on the value and the benefit provided to the client.

For clients, this approach means more control and greater visibility into the systems they ultimately are responsible for operating and maintaining, and—more importantly—a successful project that improves outcomes.

### Board of Directors




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R. Kevin Murray



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Robert Chefitz



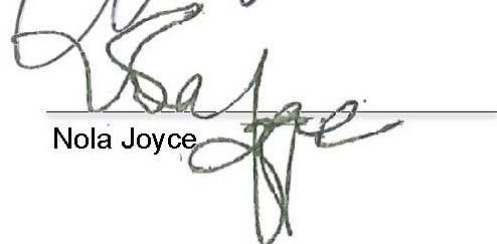
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Bernard Bailey



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Darrin J. Reilly



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Nola Joyce

# Statement of Services

## Project Understanding

Mission Critical Partners understands the Milwaukee County Office of Emergency Management (OEM) has identified the need to obtain a professional services consulting firm to assist the OEM in evaluating the feasibility of consolidating all or multiple Milwaukee County public safety answering points (PSAPs) into an organizational configuration that improves emergency response outcomes.

MCP understands the importance of maintaining and potentially enhancing interoperable communications with your neighboring 911 districts and jurisdictions within Milwaukee County.

MCP will undertake the analysis needed to advise identified stakeholders regarding a consolidation recommendation. Consolidation is expected to improve efficiency and reduce expenses in comparison to the current and projected costs of continuing to operate independently; however, this is not always the case. To that end, MCP approaches these initiatives with no preconceptions about the applicability of facilities and services consolidation; every jurisdiction is different, with diverse levels of expectations from its stakeholders (citizens and emergency services providers).

Because a PSAP's primary function is to provide timely and accurate information to the emergency response community—e.g., law enforcement, fire/rescue, emergency medical service (EMS) and emergency management—MCP recognizes the need for an accurate understanding of the disciplines dispatched by the agencies involved and their impact on the communications center. Further, MCP understands the implications that consolidation may have on these same emergency service providers and strives to recognize and address any potential impacts, both positive and negative.

## Project Approach

Data collected and reviewed in PSAP consolidation studies begins with assessing each PSAP's effectiveness from a standalone perspective across nine factors with specific attention to the relationship between the areas in the following diagram. This picture is then compared with the effectiveness from a holistic perspective if the agencies were to come together in some form of a consolidated environment. Essentially, ***MCP seeks to determine if the sum of the whole is more effective than the individual parts.***



The intent is to measure each factor's impact on operational excellence, determine the feasibility of consolidation, and then identify recommendations to lay the foundation for a strategy focused on optimizing operational efficiencies to improve emergency response outcomes.

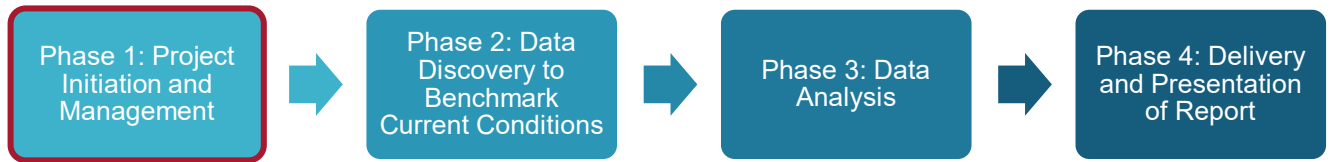
As a team composed of former public safety officials and now consultants who have supported similar initiatives, we understand the challenges stakeholders often face regarding potential change. We recognize that recommendations must be thorough and flexible enough to meet the current and future needs of the participating agencies while, most importantly, improving emergency response outcomes.

MCP's approach is expected to position the OEM and participating agencies well to make future decisions that mitigate risk and minimize costs while maintaining the highest level of service delivery for field responders and the citizens they serve.

In the following pages, MCP has outlined our four-phased approach and solution for the OEM to support the enhancement of its public safety services—***because your mission matters.***

# Scope of Work

## Phase 1: Project Initiation



The MCP team will initiate your project by conducting a facilitated **virtual project introduction meeting** with the Milwaukee County Office of Emergency Management (OEM) project core team (core team) to conduct introductions. The meeting will set the overall foundation for the tasks outlined, allow the teams to review the scope of work (SOW) and high-level project schedule, and confirm the dates for the on-site kickoff and data-gathering and discovery meetings. The meeting is typically recorded so that those who are germane to the project but unable to be present can view the meeting at their convenience.

The **on-site kickoff meeting** with the core team typically occurs two to three weeks after the project's introduction call. This will allow time for several key actions articulated below. At that time, our project manager (PM) and staff will meet with the OEM's core team and key stakeholders to:

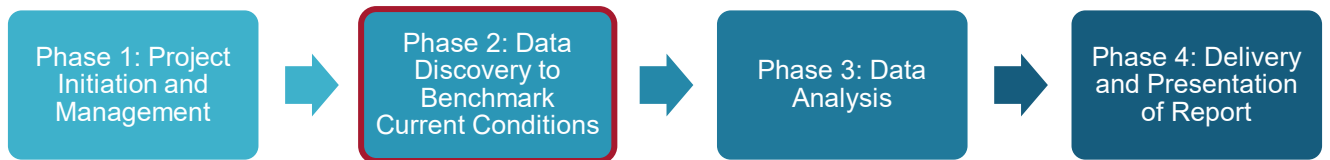
- Establish mutual acquaintances
- Clarify roles
- Review and align project and task milestones, schedules, and deliverables
- Gain a mutual understanding of your future vision and what success looks like



### Deliverables:

- Virtual project introduction meeting
- Updated project schedule
- Coordinate bi-weekly remote project progress calls
- On-site project kickoff meeting

## Phase 2: Data Discovery to Benchmark Current Conditions



To gather the data needed to accomplish your project, we propose that in conjunction with planning for the on-site project kickoff meeting and data gathering, MCP's team will work with the OEM to finalize the information-gathering strategy and schedule.

To allow time for initial data to be uploaded (see information compilation below), for MCP an opportunity to review this preliminary data before being on-site, and for aligning schedules with the core team and

stakeholders to promote attendance and participation, MCP suggests scheduling the on-site visit two to three weeks after the virtual project introduction call.

*The time on-site will be used to gain a comprehensive understanding of issues, problem areas, and needs unique to the participating agencies, develop a clear vision of the evolving prospective public safety dispatch across the country today, and collect information unique to the region specifically needed to develop your strategy.*

MCP uses qualitative and quantitative data to support exploratory, people-based research and engagement to examine and answer the challenges at hand. Under the current understanding, MCP’s PM and select subject-matter experts (SMEs) anticipate spending up to **10 days** on site conducting current state discovery session interviews, focus groups, listening sessions, and PSAP observations.

We understand that information gathering and stakeholder engagement can be time consuming and that a well-conceived plan to gather this amount of information is imperative to success. Therefore, the MCP team will leverage our extensive nationwide stakeholder outreach and facilitator experience to make the process as efficient as possible for all participants.

The MCP team will interact with various stakeholders to gain the most information and best perspective to develop a clear vision of how MCP can support and/or enable each of the agencies participating in this study to achieve their goals and objectives as defined in the project understanding and others as they may arise during this project.

### *Data Required*

The data to be collected and reviewed will focus on assessing operational effectiveness. The intent will be to measure the impact of several factors on operations and then prioritize actions for both short- and long-term effects. Data gathering and observation efforts will be aimed at collecting information and insights related to the required elements of the study effort.

MCP may include the following information collection activities and community engagement services that will contribute to determining the feasibility of PSAP consolidation.

Information and Data-Gathering Activities
<ul style="list-style-type: none"><li>• Review prior local government public safety dispatch studies.</li><li>• Review the various services provided by the participating PSAPs.</li><li>• Assess the existing dispatch models, procedures, performance standards, and technology (equipment and systems) in place today.</li><li>• Conduct operations and technology needs reviews to determine capabilities and requirements to service as a regional PSAP, including fault tolerance, and redundancy in the event of a 911 failure.</li><li>• Conduct interviews and listening sessions with staff, field responders, and other stakeholders.</li><li>• Evaluate the PSAP alignment with industry best practices and emerging technologies.</li></ul>



Information collected and reviewed in studies not only focuses on assessing these key areas but always seeks to uncover hidden challenges and bring creative solutions to historically persistent issues that continue to impact the effectiveness of PSAPs, field responders, and communities nationwide. The intent is to measure each factor’s overall impact and lay the foundation for long-term operational and strategic planning efforts. MCP will gather information as appropriate for assessing the current service delivery structure in the OEM, including:

- | Service Delivery Structure Information Gathering  |
|---|
| <ul style="list-style-type: none"> <li>• Governance and organizational structure</li> <li>• Technologies in use</li> <li>• Facilities considerations</li> <li>• Budget and financials</li> <li>• Funding and cost-sharing</li> <li>• Call volume and processing workflow</li> <li>• Human resource considerations and compensation</li> <li>• Non-dispatch tasks</li> <li>• PSAP standard operating procedures (SOP) and service performance standards</li> <li>• Workforce staffing and scheduling</li> <li>• Training</li> <li>• Service delivery model structure(s)</li> <li>• Stakeholder perspectives</li> </ul> |

Successful information gathering across the various stakeholder communities will require differing methods. As such, the MCP team **may deploy a combination of the following methods** to achieve the necessary outcomes. Finalizing the information gathering and engagement timeline will be affirmed during project initiation.

***Virtual and On-Site PSAP Tours***

To better understand the operational environment, MCP will conduct a combination of virtual and on-site PSAP tours with each of the participating PSAPs. MCP will work with the OEM project team to determine the criteria for each method.

For those who are selected to participate in virtual PSAP tours, using a video conferencing platform and a provided virtual tour preparation guide, tour participants will be asked to provide a live narrated tour of the organization, which typically includes the operations floor, administrative offices, equipment rooms and other adjacencies such as break rooms (as applicable). Computer screens or other items containing confidential information are not to be shown during the tours. During the tour, MCP staff will ask questions as necessary to confirm what is being viewed.

***Leveraging Existing Research and Industry Initiatives***

MCP will leverage information from previous studies, if applicable, and current relevant work, including the existing 911 plan, provided by the OEM, client agencies, and other stakeholders who can be made available. MCP will use the data and information contained in such documents to benchmark current conditions and to support future state recommendations. This will reduce the amount of data gathering required for analysis.

While MCP will leverage information this information this is one of the most valuable aspects of engaging MCP as your partner in this endeavor. This is because of our commitment to innovation, constant engagement in industry working groups like the National Emergency Number Association (NENA) 911/988 and the National 911

Program. We also maintain a publication of blogs and whitepapers on topics across the entire public safety communication ecosystem and production of webinars focused on client interests. As a result, MCP has developed an extensive library that we use to solve our clients' persistent and new challenges.

### *Interviews, Focus Groups, and PSAP Observation*

The primary source of information gathering necessary for benchmarking current conditions is face-to-face interviews, focus groups, listening sessions, and observation with the appropriate parties and respective organizations. To not unnecessarily take stakeholders away from their responsibilities, the collection of quantitative data is often more productive using electronic data-collection tools, reserving in-person interviews for observation and insightful qualitative discussions.

MCP's PM and select SMEs will spend up to **10 days** on site conducting interviews, focus groups, and PSAP observations to gain an in-depth understanding of key issues. Stakeholders may include but are not limited to:

- Communications executive leadership
- Law enforcement, fire, and EMS department chiefs
- Managerial and supervisory personnel
- Technical staff
- Select staff working on communications initiatives
- Training personnel
- Elected officials
- Citizens
- Front-line staff

MCP works to prepare the involved parties for the interview so that the time together is spent productively.

*MCP controls the meeting flow and uses proven facilitation principles to help stakeholders clarify where they stand today and where they want to go. We begin clearly with the meeting's purpose and desired outcomes, helping participants gain understanding, achieve strategic alignment and, if necessary, reach consensus. From the time the invitation and agenda are issued, to the start of the meeting, stakeholders understand their role and level of involvement.*

Interviews with additional stakeholders may take place if deemed necessary by the MCP and the OEM's core team.

### *Community Engagement*

MCP understands how important it is to engage with community stakeholders regarding the provision of emergency services and welcomes the opportunity to engage with community members on the delivery of this study. Tactics and analyses such as a SWOT (strengths, weaknesses, opportunities, and threats) help us understand the community's expectations of service and standards of care that could be impacted positively and negatively by consolidation.

### *Information Compilation*

It is important to note that the level of detail that MCP can provide in a report is highly contingent upon the quantity and quality of the data that can be provided by the agencies. To mitigate any potential data-gathering roadblocks to the best of everyone's ability, MCP will provide the core team with data-gathering checklists, electronic data-collection tools, and upload links to MCP's secure file-sharing system. MCP will facilitate a

remote data-gathering review call with each of the agencies. The calls will answer questions the agencies may have about the requested data, troubleshoot known issues that may exist with acquiring the requested data, and discuss alternatives should particular data be known to be inaccessible or too cumbersome to obtain.

### Collective Agency Support

To prepare the involved stakeholders for interviews and to spend time productively, MCP asks OEM and participating agencies to assist with:

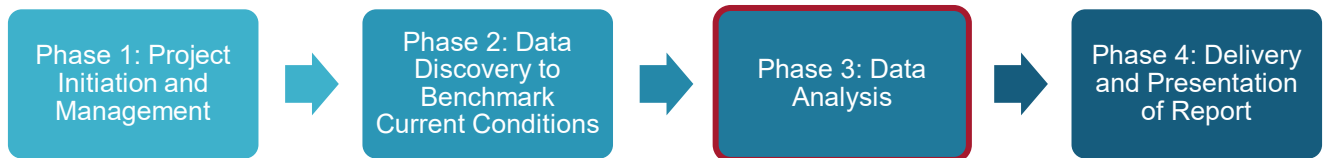
- Providing a list of stakeholder agencies to be interviewed
  - Representation of system users who can articulate communications needs and requirements
  - Contact information for each agency
- Schedule the stakeholder interviews
  - Secure an appropriate venue
  - Identify a preferred virtual platform application
  - Disseminate the meeting invitations



#### Deliverables:

- Data-gathering checklists and upload links
- Electronic data-collection tool links
- Remote data-gathering review calls
- Completion of the data discovery schedule

### Phase 3: Data Analysis



MCP will review and assess the collected data to assess current conditions and lay the foundation for developing practical, executable recommendations and strategies that can serve the region well into the future.

### Qualitative and Quantitative Analysis

MCP approaches operational assessment engagements by using information garnered through data collection, research, and observations to detail the current state and provide the analytical portion of the study that measures findings to national standards and best practices, as well as MCP's industry experience and knowledge.

- **Standard** – something set up and established by authority as a rule for the measure of quantity, weight, extent, value, or quality.
- **Best Practice** – a procedure that has been shown by research and experience to produce optimal results and that is established or proposed as a standard suitable for widespread adoption.

- **Industry Experience** – primarily involves a minimum of ten years of combined education, work experience, and specialization in a respective industry or market segment.

The information acquired through MCP’s methodology ranges from hard numbers (quantitative data) to opinions and anecdotal input (qualitative data). Where data is more quantitative in nature, MCP relies on established public safety and private industry metrics to assess and evaluate an organization. Where data is qualitative in nature or metrics have not previously been established, MCP draws on its collective industry experience and awareness of best practices to create those metrics and assess the status of the organization.

Throughout this engagement, MCP will endeavor to make clear where analysis and findings are based on measurable, quantitative data, and where MCP necessarily draws its findings from inherently more subjective evaluations. MCP’s years of experience have demonstrated that subjective assessments, backed by thoughtful and unbiased comparisons with public safety and private industry best practices, along with industry exposure, as referenced throughout this document, are just as meaningful and important as hard, quantitative evaluations. Both play a role in identifying where organizations stand today and where they should place their priorities and finite resources in crafting a plan to address critical areas at risk now and into the future.

Each recommendation will be compared against operational standards and best practices that most often are used in 911 communications, such as those developed by:

Standards Development Organizations
<ul style="list-style-type: none"><li>• National Emergency Number Association (NENA)</li><li>• Association of Public-Safety Communications Officials (APCO)</li><li>• National Fire Protection Association (NFPA)</li><li>• Commission on Accreditation for Law Enforcement Agencies (CALEA)</li><li>• Commission on Fire Accreditation International (CFAI)</li><li>• Commission on Accreditation of Ambulance Services (CAAS)</li></ul>

MCP will utilize these standards along with our experience and knowledge to evaluate each agency and determine to what degree they are operating and functioning according to industry standards and current best practices.

### Innovative Analysis

MCP proposes using its proprietary assessment tool—Model for Advancing Public Safety® (MAPS®) methodology to provide an innovative analysis. MAPS provides a standards-based view of your public safety communications environment to help you identify challenges, prioritize efforts, and commit to finite resources. It combines public safety standards, formalized accreditation programs, and industry best practices with MCP’s expertise and experience to help you understand how things should be and how agencies measure up.

MAPS will be tailored to align your requirements to the nine-consolidation study focus areas.

The region should see the following benefits from the use of including established metrics to measure progress, provide benchmarks against other public safety agencies, identify short-term opportunities to focus on while building a long-term vision, and provide a tool to communicate with stakeholders and client agencies to justify priorities.

The MAPS analysis provides an understanding of where participating agencies may need to prioritize, as well as a comprehensive recommendations report that provides strategies for addressing risk factors.

MCP’s diverse public-sector experience gives us the ability to understand the questions stakeholders often have regarding potential change from multiple perspectives. MCP has a proven track record of using the “gameboard” approach to help leaders tackle complex issues. This simple yet powerful framework focuses on five central components of any strategy:

Gameboard Approach	
<ul style="list-style-type: none"> <li>• <b>Current State</b> <ul style="list-style-type: none"> <li>- Where the organization stands today</li> </ul> </li> <li>• <b>Future State</b> <ul style="list-style-type: none"> <li>- Where the organization wants to go and what it is being called to do</li> </ul> </li> <li>• <b>Case for Change</b> <ul style="list-style-type: none"> <li>- What is the compelling reason to change?</li> <li>- What will happen if the organization doesn’t change?</li> </ul> </li> <li>• <b>Barriers to Success</b> <ul style="list-style-type: none"> <li>- What will make change difficult?</li> <li>- What can be controlled/influenced?</li> <li>- What must be worked around?</li> </ul> </li> <li>• <b>Strategy (or Way Forward)</b> <ul style="list-style-type: none"> <li>- What three to five initiatives will help reach the desired future state?</li> </ul> </li> </ul>	

### Consolidation Benchmarking Criteria

Leveraging extensive national experience with consolidation and regionalization, MCP has established criteria that can serve as key indicators as to whether a PSAP should consider consolidation or regionalization. If applicable, these criteria may be a starting point for building a PSAP consolidation/ regionalization roadmap and for collaborative and educational discussions with stakeholders on how to improve service levels and increase operational and fiscal efficiencies. MCP will benchmark each of the seven participating PSAPs and identify elements that indicate an opportunity to improve emergency response outcomes through some form of consolidation or regionalization—physical, technical, policy-based, or a combination thereof.

The operational review and analysis of public safety communications services is often a sensitive topic because each stakeholder typically has a strong sense of ownership regarding their respective roles, responsibilities, and service expectations. Several potential impacts can arise, such as personnel and financial management issues, operations and training issues, and overall delivery impacts. All of this must be balanced with identifying opportunities for improvements, if any, that can be achieved. ***The ultimate goal must be driven by a shared commitment to providing improved service and response outcomes to the community and field responders.***

MCP’s analysis will create a baseline that allows leadership and stakeholders involved with the participating agencies to have a clear vision, goals to attain that vision, and metrics by which success can be measured.

Using the data collected, MCP will have a significant amount of qualitative and quantitative information regarding OEM and participating PSAP’s current public safety environment and desired future state. To distill this information into an actionable report for stakeholders, MCP will analyze all pertinent information and evaluate each item.

### *Governance and PSAP Oversight*

Governance is often a top concern for project stakeholders. MCP’s experience indicates that governance modeling is important so that all involved parties in a consolidation initiative understand their level of influence and input into the new organization. This may include policy considerations at the political level, as well as technology and operational practices, and protocols—such as SOPs. MCP will incorporate the unique characteristics of the stakeholder agencies into a governance analysis structure and recommend appropriate structures for sustained PSAP oversight and performance.

- A consolidation often changes organizational and reporting structures
  - Employees, supervisors, administrators, and elected officials all seek an appropriate opportunity to be engaged in the governance of the consolidated center
- Stakeholders need to know that:
  - Their concerns will be heard and addressed
  - Their questions will be answered by the new organization

MCP will review the current agreements in place and make any recommendations applicable to the potential for consolidation:

Governance
<ul style="list-style-type: none"> <li>• Governance board makeup and structure</li> <li>• Members' buy-in provisions and withdrawal provisions</li> <li>• Service level benchmarks</li> <li>• Recommended subcommittees</li> <li>• Evaluation of current cost-sharing methodology and recommendations for others</li> </ul>

MCP has extensive experience in working with PSAPs around the country with similar challenges and can supply other sample governance documents, if indicated, to provide different perspectives.

### *Organizational Structure*

MCP understands and recognizes the need for specific skill sets to create an organizational structure that provides for a fully functioning and progressive PSAP—one that focuses on delivering superior services through high-quality operational and support functions and state-of-the-art technology (where fiscally responsible). Organizational structure is one aspect of consolidation where benefits often are demonstrated. Areas of review include:

- Leadership
- Supervision
- Operations floor
- Training personnel
- Human resources and administrative services quality assurance
- IT and technology services
- Field services liaisons
- Public education

To fully understand the region’s operational, emergency, non-emergency, and administrative service levels desired by the participating agencies, MCP uses its expertise in 911 and emergency communications operations and management to assess the organization, including:

Organizational Structure
<ul style="list-style-type: none"> <li>• Service area population and demographics</li> <li>• History of 911 and dispatch within the current public safety communications structure</li> <li>• Regulation and authority for oversight of the 911 systems</li> <li>• Structure</li> <li>• Finances/budget</li> <li>• Stakeholder involvement and responsibilities</li> <li>• Stakeholder perspectives/expectations</li> </ul>

*PSAP Funding*

Another top concern for stakeholders exploring such initiatives is a fair and equitable funding plan. MCP staff members have experience as senior managers within PSAP organizations and, as such, are familiar with aspects of PSAP funding.

Many different factors can be considered when developing funding plans and determining rough order of magnitude (ROM) costs for both one-time and recurring expenditures. Capital impact costs are vital to the informed decision-making process during consolidation planning. Accordingly, MCP will identify high-level costs to include considerations for PSAP facility design, and the 911 system (i.e., the call-handling system and CAD system, the LMR system, and other systems).

Identifying a method of funding for a consolidated communication center is a complicated issue. If consolidation in some form is deemed feasible, MCP will provide:

- Recommendations that enhance the current cost-sharing method in place, through a change in either:
  - Method (population, activity, resource, or hybrid models)
  - Cost allocation percentages used

MCP will provide ROM values, one-time impact, and recurring costs, including overhead and capital costs, based on current knowledge of the economy and operating environment. The level of detail that MCP can provide is highly contingent upon the quality of the financial and operational data each agency can provide. The values provided are for budgetary purposes only and will likely change based on final decisions made by the participating agencies during the development of an implementation plan should consolidation be deemed feasible.

*Human Resources and Personnel Management*

It is MCP’s experience that the integration of human resources is often one of the most challenging aspects to address from the perspective of ensuring that all potential participants and users are satisfied with the outcome. MCP will assess the current environment and provide a suggested path forward in terms of human resource integration and compensation. MCP will, as applicable, make recommendations regarding:

Personnel Management
<ul style="list-style-type: none"> <li>• Handbooks, guidelines, and policies related to personnel and operations</li> <li>• Job descriptions</li> <li>• Personnel record-keeping</li> <li>• Compensation                             <ul style="list-style-type: none"> <li>– Pay scale disparities</li> <li>– Paid time off disparities</li> <li>– Seniority issues</li> <li>– Retirement packages</li> <li>– Union contracts</li> </ul> </li> <li>• Staffing promotional opportunities and requirements</li> <li>• Disciplinary processes</li> <li>• Counseling services</li> <li>• Recruitment and retention processes to include a comparison of costs for retaining employees versus training new employees                             <ul style="list-style-type: none"> <li>– Automatic employment or rehire of existing employees</li> </ul> </li> <li>• Health and wellness programs</li> </ul>

*Leadership and Planning*

When considering leadership, it is important to understand the degree to which certain aspects (e.g., change management, professional relationships, and strategic planning) are impacted to determine the risks and opportunities that exist when leadership is engaged and to ensure the right people are in the right roles. This component seeks to review factors (internal and external) that may or may not be within leadership’s control.

Leadership and Planning
<ul style="list-style-type: none"> <li>• Proactive attrition and succession planning</li> <li>• Division-level strategic planning</li> <li>• Change management planning</li> <li>• Continuity of operations planning</li> <li>• Use of strength-based leadership and career development concepts</li> <li>• Clearly defined and progressive promotional process</li> </ul>

*Operations*

*PSAP Standard Operating Procedures*

MCP will review SOPs for call-taking (emergency, non-emergency, administrative), law enforcement, fire/rescue, and EMS dispatch, and coordination with tertiary services, e.g., animal control, and emergency



management. MCP then will make recommendations regarding modifications that may be necessary to promote opportunities for incident management.

MCP believes in the management philosophy of “what gets measured gets done.” Establishing performance metrics is key to successfully measuring service levels and PSAP operations. This is vitally important post-consolidation. MCP will work with DEC and participating agencies to set forth metrics based on industry best practices and call-processing objectives. Some metrics may be incorporated into job performance measurements and even employee job descriptions.

### *Non-Dispatch Tasks*

Non-dispatch tasks often are overlooked in consolidation initiatives—and yet often create roadblocks for success. MCP will assess the expectations of the agencies involved and determine options, as applicable, for identified non-dispatch tasks. It is recognized that the tasks are important to the respective agency, but incorporating certain tasks into the consolidation may not be the most appropriate decision. MCP will identify any non-dispatch tasks that are currently performed and their impact on consolidation recommendations.

### *Workforce Staffing*

Human resources are the most critical component of every public safety organization. MCP will document the existing organizational structure as well as workloads of 911 call takers and dispatchers, system administrators and technology support staff, and supervisory and administrative support staff. The analysis will be completed based on our experience, industry standards, and the impact of Next Generation 911 (NG911) and FirstNet, to evaluate if current staffing levels, skill sets, and structure are adequate to meet the current and future needs of the organization most efficiently and effectively. Our recommendations include suggested staffing levels, business practice modifications, and additional positions to perform functions not currently being met. Career advancement, succession planning, and leadership development will also be considered.

Analysis of workforce staffing and scheduling is important to ensure proper projection of future staffing needs of consolidated organizations. MCP uses an industry-accepted staffing formula that is configured based on industry standards to generate projections. MCP applies a significant knowledge of industry best practices for PSAPs to ensure a robust operations perspective—including support personnel such as training, quality assurance, and technologists.

If the findings support consolidation, MCP will propose various staffing models for consideration of a consolidated dispatch center, making recommendations that:

- Assist in projecting the number of PSAP telecommunicators (call-takers, dispatchers, and supervisors) required to efficiently answer and dispatch emergency and non-emergency incidents
- Provide an estimate of the number of:
  - Line, supervisory, administrative, and support staff needed to adequately operate given the:
    - Realities of current and anticipated call volumes
    - Demands on PSAPs in an environment of rapidly evolving technology, standards, and best practices
- Provide recommendations as to whether the best solution would be to use a combination of call-takers and dispatchers or to utilize fully cross-trained dispatchers

### *Call Processing*

A key component to determining the efficiency and effectiveness of 911 operations in a consolidated environment is the call-taking and dispatching methods utilized. The goal is to increase efficiency while

maintaining a high level of service; this will be paramount when making recommendations regarding the pursuit of consolidation.

MCP will:

- Evaluate the current operational processes
- Provide recommendations regarding changes that will result in greater effectiveness and efficiency

Projections shall consider population trends and other known factors that affect 911 call volumes, as well as public safety radio traffic.

Call Processing
<ul style="list-style-type: none"><li>• Abandonment</li><li>• Non-emergency line call wait time</li><li>• 911-line call wait time</li><li>• Pick-up to queue</li><li>• Queue to dispatch<ul style="list-style-type: none"><li>- Total call processing times</li></ul></li></ul>

### *Quality Assurance and Performance Management*

MCP reviews existing quality assurance procedures and continuing education programs within the agencies' emergency services and the linkage between quality assurance (QA) standards from a strategic viewpoint. Requirements may emerge from that input, often related to existing challenges and areas that may be more efficiently conducted within some form of a consolidated environment. Once challenges and requirements are identified, strategies to fill those needs are developed and incorporated into the consolidation feasibility study.

As part of the QA and performance metrics analysis, our experts:

- Review the current QA process and compare it with national standards to determine any areas of deficiencies
- Look at current evaluation methodologies to affirm that required criteria can be measurably accounted for

### *Training*

Training personnel properly is one of the most important things an agency can do during the initial onboarding, as well as during ongoing skills and career development. When reviewing training elements, MCP refers to nationally accepted, minimum training guidelines for telecommunicators, training officers, supervisors, directors, and others.

Training
<ul style="list-style-type: none"><li>• Training program design, qualifications, standards and guidelines, and alignment thereof</li><li>• Instruction applications and metrics</li><li>• Trainer and trainee success indicators</li></ul>

Training
<ul style="list-style-type: none"> <li>• In-service training and career advancement</li> <li>• Training processes and materials</li> </ul>

*Alternative Response*

Along with community engagement, communications, and information infrastructure, effective call triage spans technical, operational, and policy-driven approaches. An infrastructure capable of supporting various levels of change is impacted in three key areas leading to internal operational needs and external community expectations:

- Calls unnecessarily entering the PSAP that could be managed outside of the traditional 911 or 10-digit line workflow (N11 codes [e.g., 311, 211, 988])
- Calls that may or may not require dispatch but involve repetitive or standard information that does not necessarily need call-taker contact to process.
- Calls entering the PSAP that require dispatch but may not necessarily require a traditional police/fire or emergency medical service (EMS) response (nurse triage; crisis hotline or 988, artificial intelligence).

We will review the gathered information to help determine if, through some form of consolidation, infrastructure can be bolstered to support long-term change, such as: identifying and reducing mission creep so operations can focus on life safety needs, automating manual workflows, and seamlessly integrating alternative responses into the ecosystem to support both traditional and alternative response needs.

*Technology and Systems in Use*

While technology is not often a significant roadblock to consolidation, it is certainly MCP’s experience that technology and its related infrastructure and applications are important factors to be assessed and considered during the benchmarking process. No entity wants to strand an investment, particularly a significant capital investment, so appropriate planning is required.

MCP anticipates reviewing existing technology and facilities in the PSAPs and discussing with the project team the current upgrade and replacement plan to gain an understanding of the current projects started and future projects planned.

The audit inventory and assessment will focus on operations, hardware/software, maintenance, expected upgrades, redundancy, ownership, and financing for any system in operation, including but not limited to the following:

Technology and Systems in Use	
<ul style="list-style-type: none"> <li>• Computer-aided dispatch (CAD)</li> <li>• Records management system (RMS)</li> <li>• RMS/mobile data interfaces</li> <li>• Mobile data field reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Links to local, state, and federal computer systems and crime-information databases</li> <li>• Interoperability with stakeholders and other agencies</li> </ul>

Technology and Systems in Use	
<ul style="list-style-type: none"> <li>• Voice and data radio infrastructure</li> <li>• Call-handling equipment (NG911, E911<sup>1</sup>)</li> <li>• Geographic information system (GIS)</li> <li>• Logging recorders</li> </ul>	<ul style="list-style-type: none"> <li>• Telephonic and network infrastructure to include capacity for incoming and outgoing communication</li> <li>• Cybersecurity</li> </ul>

MCP will determine which systems require replacements or upgrades based on features, functionality, or lifecycle status. MCP also will recommend the retention of systems that support unified communications in alignment with any consolidation options that are recommended. Consideration will be given to features, functionality, scalability, capacity, training, and public safety communications best practices.

Once the stakeholders have agreed on the support systems’ operational requirements, MCP’s technical experts will review the existing infrastructure and determine whether some parts can be adapted to fulfill the mission.

**Facilities**

MCP has significant experience with facility assessments and will assess and provide recommendations for potential workspace modifications in a consolidated environment.

The first step in determining the viability of facilities is having a firm understanding of the facility program. MCP’s experience in this area is unmatched by providing a dedicated practice to facility services in the consulting realm.

**Facility Security**

The strength of facility security often is circumvented through “social engineering.” This is a method of getting access to spaces and items by deception, a convincing story, or other seemingly friendly tactics designed to exploit previously vetted personnel and gain their confidence. Physical inspection, evaluation, and monitoring of each security system includes:

- Access control (both manual and electronic)
- Surveillance system (e.g., closed-circuit television [CCTV])
- Alarming
- Building shell
- Building grounds

**Facility Space**

MCP projects the number of PSAP telecommunicators (call-takers, dispatchers, and supervisors) who will be required to efficiently answer and dispatch emergency and non-emergency incidents for future growth. The data is then extrapolated and compared with projected population and demographic trends to assist in projecting space, infrastructure, and technology requirements for a call/dispatch center. The MCP team will analyze the approximate amount of space that will be required if the analysis indicates that consolidation is feasible. Our

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<sup>1</sup> Next Generation 911, Enhanced 911

team’s experience in architectural programming will enable us to work with DEC and participating agencies to assess space issues and conduct space analysis during the interview(s) to determine preliminary space needs (i.e., technology, operations, support, and common areas), and requirements for comparison with standards and best practices.

MCP will make recommendations on space needs and adjacencies. A programming spreadsheet will be developed to address rough square footage needs. This section of the report will include some of the following space needs:

Space Needs	
<ul style="list-style-type: none"> <li>• Size of Emergency Call Center Floor(s)</li> <li>• Shift Supervisor’s Office</li> <li>• Spare Offices for Growth</li> <li>• Inactive File Storage</li> <li>• Computer Room</li> <li>• Restrooms (Public and Secured)</li> <li>• Generator/UPS Room(s)</li> <li>• Adequate Parking</li> <li>• Director’s Office</li> <li>• IT Management Office</li> <li>• Reception/Waiting Area</li> <li>• Conference Room</li> </ul>	<ul style="list-style-type: none"> <li>• Low-Voltage Room</li> <li>• Break Room/Kitchen Area</li> <li>• Janitor’s Closet</li> <li>• Secure Perimeter</li> <li>• Assistant Director’s Office</li> <li>• Database Manager’s Office</li> <li>• File Room (Active Files)</li> <li>• Training Room</li> <li>• Electronic Equipment Room</li> <li>• Mechanical Room</li> <li>• Mail/Copy/Supply Storage</li> <li>• Other Items Addressed by Data Collection/Interim Report Review</li> </ul>

### *Future Projections/Five- to Ten-Year Recommendations*

MCP analyzes the population of the region against the total number of incoming calls and incidents to derive an average number of calls and incidents per person. Identifying the averages per person enables MCP to predict future workload and staffing requirements for the potential consolidation options and governance models. Estimates will be calculated for current operations and five and ten years after consolidation.

Future Projections/Recommendations for a Minimum of Five Years
<ul style="list-style-type: none"> <li>• Projected incremental workload volumes</li> <li>• Immediate or future:                             <ul style="list-style-type: none"> <li>- Staffing changes</li> <li>- Future technology/equipment changes</li> <li>- Facility changes</li> </ul> </li> <li>• Funding</li> </ul>

## Analysis Summary

By leveraging MCP’s assessment tools combined with the game board approach to focus on operational, technology, and cost efficiencies, recommendations will be made to improve emergency response outcomes.

MCP’s recommendations and analysis will bring industry standards to bear and will be based on MCP’s knowledge of best practices.

As a result of the benchmarking completed through the data-gathering process, MCP expects to have sufficient information to formulate a **Consolidation Feasibility Study**.

MCP will take the results of the qualitative and quantitative analysis, develop a draft report outline, and review it remotely to promote continued alignment of expected items and sections of the report to be covered. Also, any remedial data collection will be scheduled/completed as the outline is reviewed and revised.

MCP will take the approved outline and highlight preliminary findings and initial recommendations. MCP will review preliminary findings with the core team. A conceptual consolidation feasibility study outline that will provide a baseline of the current operations and actionable recommendations to drive the agencies collectively forward is as follows.

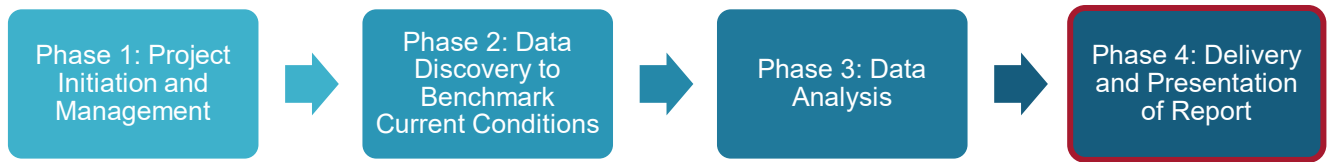
- Executive Summary
- Introduction
- Methodology
- Current State Findings/Analysis
  - Organizational Structure
  - PSAP Operations, Policies, and Procedures
  - Staffing
  - Training
  - Quality Assurance and Performance Management
  - Leadership and Planning
  - Technology
  - Alternative Response
  - Facilities
- Future State
- Case for change
  - Conceptual Governance and Organizational Structure
  - Personnel and Workforce Forecast
  - Facilities
  - Technology
  - Funding and Cost Sharing
  - Timeline
- Conclusion
- Appendices



### Deliverables:

- Client preliminary findings briefing conference call or online meeting
- Review of draft report outline via video conference call or online meeting

## Phase 4: Delivery and Presentation of Report



MCP will compile the qualitative and quantitative data collected during the data collection, discovery, and information-gathering activities into a draft report that addresses the feasibility of bringing the agencies participating in this assessment together in some form of consolidation. Taking into consideration the current governance structures and understanding the desired outcome from agency officials will enable MCP to provide recommendations regarding the feasibility of consolidation models that will be financially sustainable and support successful migration to newer technologies.

MCP will take the approved outline and draft a report, cataloging data collected and highlighting preliminary findings and initial recommendations. Findings will be presented in a draft written report.

Using a stakeholder review worksheet (SRW), MCP will capture all comments and expects to provide an edited copy of the draft report for documentation and review. A structured remote review of the draft report provides a discussion opportunity while allowing the team to provide additional comments, input, and/or direction to the MCP team, or to further clarify the data upon which the report is based. The remote review will include a discussion of MCP’s method, techniques, and data used to develop the report with the stakeholders.

MCP anticipates that there could be up to two additional calls with the core team to complete the draft report review.

The evaluated data and requirements identified by stakeholders will be incorporated into MCP’s report development process as highlighted in the following table:

Table 1: Report Development and Delivery Process

Item	Description
<b>Interim Findings Briefing</b>	<ul style="list-style-type: none"> <li>• Compile preliminary findings and brief the project core team</li> <li>• Obtain answers to decision points that will impact final recommendations</li> <li>• Reaffirm alignment with the core team’s expectations for the Consolidation Feasibility Study</li> </ul>
<b>Draft Report</b>	<ul style="list-style-type: none"> <li>• Compile and review the draft report</li> <li>• Answer questions and clarify recommendations and findings in the report</li> </ul>
<b>Final Report</b>	<ul style="list-style-type: none"> <li>• Incorporate the core team’s changes or clarifications into the report</li> <li>• Provide the core team with the final version of the report</li> </ul>
<b>Presentation</b>	<ul style="list-style-type: none"> <li>• Make an in-person presentation to select stakeholders</li> <li>• Address any final questions or clarifications</li> </ul>

The final report will provide a **baseline** of the current operations and recommendations for future action.

Following delivery, MCP will prepare and conduct an on-site presentation of the final Consolidation Feasibility Study to stakeholders as determined by the core team.



#### Deliverables:

- Interim findings briefing via video conference platform
- Draft Consolidation Feasibility Study
- Review of draft Consolidation Feasibility Study via video conference platform
- Final Consolidation Feasibility Study
- In-person presentation to key stakeholders

## Project Expectations and Assumptions

The information provided fosters MCP's understanding of scope expectations. Project understanding assisted in developing the tasking and estimating the level of effort for the scope of work (SOW). As a result, MCP anticipates the project will require the level of effort outlined below.

- A step-by-step review of the SOW will be conducted during the project initiation meeting. Any updates or changes from the initial SOW described in this proposal will be documented for mutual agreement and to allow for clarification of expectations to be addressed in the deliverables. In the event the requested changes increase the level of effort originally agreed upon and, if the parties agree the changes cannot be absorbed in the original pricing, MCP will provide the pricing for those changes.
- The MCP team proposes to be on site for up to **10 days** to initiate the project, collect data, and conduct interviews, focus groups, and observations.
- The OEM and participating agencies will provide a list of stakeholder agencies to be interviewed and assist with scheduling of interviews.
- Bi-weekly, remote, 30-minute project progress calls with MCP's PM will occur through the original project schedule end date.
- MCP will submit an initial draft report in electronic (PDF) format to be delivered to the project core team for review and feedback.
  - Two 2-hour remote report review sessions will be held with the stakeholders participating in the review, MCP's PM, and applicable SMEs.
- The MCP PM will provide an on-site presentation for the key stakeholders as applicable during a regularly scheduled or special meeting.

Extension of the level of effort beyond these assumptions not resulting from the actions of MCP will result in a conversation between MCP and OEM to evaluate the level of effort and cost to the project. MCP uses a risk management matrix to identify and monitor risks that can impact scope, schedule, budget, and deliverables quality. If risks to the project are identified, MCP will initiate discussions with OEM to establish whether a change order is required and, if so, develop the content.

## Optional Services

### Phase 5: Consolidation Implementation Plan (Optional)

If the study results in recommendations to pursue consolidation in some form, based on the findings obtained during the benchmarking process, MCP will work with the local PM to develop a consolidation plan and



subsequently provide support for the execution of that plan. MCP's expertise spans the entire emergency communications ecosystem, enabling us to provide a 360-degree perspective of each PSAP's capabilities and how the independent entities might work together to deliver life-safety communications services in the future. It is expected that we will have sufficient information to support the development of a practical, executable plan. MCP approaches the consolidation process with the intent of achieving a successful and seamless integration of multiple organizations.

As such, MCP can support the project leaders with the development of a plan specifically designed to improve emergency response. To promote project success, MCP suggests that the plan:

- Outlines the tasks and subtasks required
  - Including a project schedule and resources needed to achieve a successful consolidation
- Addresses the elements researched during the benchmarking phase

No one element stands alone in defining a path forward. Every system or subsystem is influenced and impacted by operational processes, management approaches, and performance of other systems and subsystems, as well as policy, governance, and fiscal factors. During the development of the plan, MCP will work with staff to prioritize the consolidation elements.

The plan will be developed in such a way that it mitigates, to the greatest extent possible, potential risks to the region's public safety services during the final migration. The goal is to achieve a smooth and effective migration. The details will layout, as applicable, a general schedule for:

- Facility migration
- Operations migration
- Systems implementation
- Training

Responsibilities are developed using a migration matrix, and assignments are made for the migration team and the stakeholders required to participate, including:

- Elected officials
- PSAP staff
- Emergency responders
- Vendors/contractors
- Systems support providers
- IT staff
- GIS/CAD/RMS administrators
- Radio services

## Phase 6: Consolidation Plan Implementation Oversight (Optional)

During implementation, MCP can work with OEM and participating agencies so that tasks are performed as specified, and timelines and budgets are managed appropriately.

MCP can provide our expertise as requested to coordinate the successful consolidation of communications components as appropriate. This effort may include:

- Implementation management
- Technical support
- Oversight of vendor-related tasks to ensure timely and effective integration, as applicable

Some of the specific tasks and areas of support MCP may provide during this phase include:

- Schedule monitoring and updating; providing and maintaining the risk matrix
- Participating in project update meetings for users at least quarterly throughout the project; participating in regular project meetings; and reviewing monthly status reports for stakeholders
- Schedule coordination, installation, and integration support between vendors, OEM and participating agencies, as applicable
- Providing implementation support and inspection for adherence to industry standards
- Reviewing vendor documentation, including milestone revenue recognition requests, invoicing, and change orders, as applicable
- Evaluating demarcation points regarding any discrepancies
- Providing technical support and method validation during operational testing
- Reviewing final punch list and providing open-item resolution support

## Project Methodology

### Project Management Framework

The Project Management Institute (PMI) framework has been used to develop our response to meeting your needs.

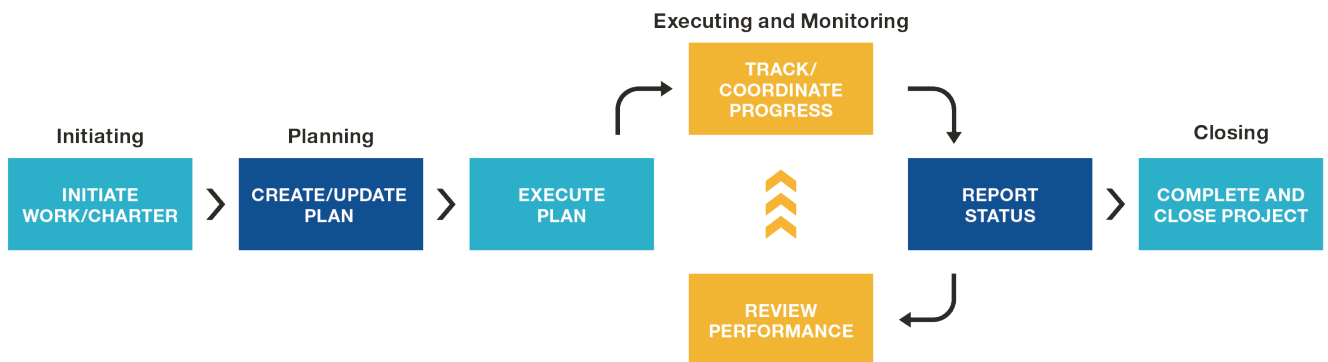


Figure 1: PMI Framework

This industry standard is used by the PM to promote a successful outcome and alignment with the stakeholder expectations through the project lifecycle.

The PMI framework breaks the lifecycle down into four stages: Initiating, Planning, Executing/Monitoring, and Closing. These stages are illustrated in the above graphic.

### Initiating and Planning

Upon project initiation or kickoff, MCP will verify needs and expected outcomes to confirm scope, approach, and timing. After initiating the project and working closely with your team, MCP will develop a customized approach for your agency and stakeholders that drives the project from planning through completion. Depending on project complexity, this approach will be documented in a project work plan; a shorter, smaller plan may be developed based on the accepted scope of work. This scope/work plan will be submitted and reviewed for OEM's approval prior to project execution. Subsections may include:

- Risk identification and response plan
- Communications plan for status and progress
- Resource needs and allocation plan
- Deliverable acceptance plan

### Executing and Monitoring

MCP will execute the scope/work plan as documented and update you on progress, performance, and concerns, if any. We will conduct routine project reviews to validate plan alignment for client satisfaction and quality management. The project reviews will focus on:



- Scope (including requirements and quality control)
- Schedule (including planned vs. actual)
- Budget (including planned vs. actual)
- Deliverable and artifact reviews
- Ongoing risk reduction
- Ongoing issue resolution
- Readiness and transition for changes

These reviews and regular project updates will directly impact our continued execution, helping us mitigate potential risks and increase efficiency/performance.

This approach to execution and monitoring results is an opportunity for overall greater success.

As the project ends, we will coordinate with your team to ensure agreed-upon deliverables have been submitted and accepted, and that you are ready to take your next step post-project. We also will maintain contact as desired through a designated point of contact if additional services are requested or available in the future.

Additionally, MCP practices two exercises as a form of self-check:

	Internally, we conduct a "Lessons Learned" to revisit and gauge our performance and project outcomes. <b><i>This allows MCP to improve as we continuously provide services based on internal observations.</i></b>
	Externally, we conduct client satisfaction surveys and directly invite our clients to evaluate our performance during and after the project concludes. <b><i>We use this information to reflect on how our clients perceive our work and consider opportunities for improvement.</i></b>

## Project Management Tools

Depending on the project's complexity, MCP will manage and track project resources, assignments, and costs and maintain the schedule using a combination of manual and automated industry-recognized tools:

Deltek Vantagepoint	Egnyte	Microsoft Project	Online Communications
<ul style="list-style-type: none"> <li>• Integrated, enterprise planning tool</li> <li>• Creates and resource-loads a project plan</li> <li>• Assists with continuity between tasks and tracks project financials</li> </ul>	<ul style="list-style-type: none"> <li>• Secure, cloud-based file-sharing platform</li> <li>• Allows centralized file access based on stakeholder needs</li> </ul>	<ul style="list-style-type: none"> <li>• PMI-based dashboard outlining all project processes</li> <li>• Tailored to meet the goals of individual projects</li> </ul>	<ul style="list-style-type: none"> <li>• Video and instant messaging tool</li> <li>• Improves communication and technology compatibility</li> <li>• Microsoft Teams</li> </ul>

Figure 2: MCP's Project Management Tools

Using these tools, the PM will be able to:

- Support efficient use of staff and subject-matter expert resources
- Mitigate against staff being assigned more hours in each period than could be reasonably applied
- Monitor and compare hours planned or needed to complete a task against the hours assigned

This allows the PM to assign time and tasks in a balanced and reasonable fashion to identify pending shortfalls and rebalance staff assignments to accommodate and address the potential shortfall, if needed, and communicate changes in regular project meetings to align with your requirements and expectations.

## Deliverables

Our PM is responsible for the quality assurance and quality control (QA/QC) process for deliverables, including scheduling, formal delivery, and follow-up to meet your expectations.

Table 2: MCP's QA/QC Process

Stage	Description
Peer Review	<ul style="list-style-type: none"> <li>• Validate content (this is reviewed by select project team members and other SMEs relative to the content)</li> <li>• Align the deliverable with the project's scope of work</li> <li>• Leverage industry standards and best practices, the depth of knowledge of the reviewers, and information obtained from other similar projects</li> </ul>

Stage	Description
<b>Peer Review Edits</b>	<ul style="list-style-type: none"> <li>• Validate the comments received via peer review</li> <li>• Incorporate applicable changes into the deliverable</li> </ul>
<b>Quality Assurance</b>	<ul style="list-style-type: none"> <li>• Comprehensive deliverable review is conducted by MCP staff with industry knowledge and experience, as well as specific expertise in editorial content review</li> <li>• The objective of QA is to validate that the deliverable is comprehensive and thorough and meets defined acceptance criteria</li> </ul>
<b>Quality Control</b>	<ul style="list-style-type: none"> <li>• Once QA edits have been reviewed by the PM and incorporated, the deliverable moves into the final stage: QC</li> <li>• During QC, document support specialists further scrutinize the deliverable to validate that it is accurate, consistent and aligns with MCP and client standards</li> </ul>

Deliverables are vetted thoroughly prior to delivery. In the event a deliverable does not meet your expectations, MCP will meet with you to review any identified deficiencies, then document and, more importantly, correct them to your satisfaction, to the extent they do not contradict or violate established rules, regulations, statutes, standards, or a combination thereof.

# Project Team

With more than 200 staff members, MCP’s specialized professionals are integral members of our team:

MCP’s Specialized Professionals	
<ul style="list-style-type: none"> <li>Former public safety communications operations staff, managers, directors, and executives</li> <li>Consolidation and technology specialists</li> <li>Emergency communications center (ECC) operations and training specialists</li> <li>Technology, forensic, and policy specialists</li> <li>Contract negotiations support specialists</li> <li>Strategic planning specialists</li> </ul>	<ul style="list-style-type: none"> <li>Facility and staffing experts</li> <li>Emergency Number Professionals (ENP)</li> <li>Project Management Professionals (PMP)</li> <li>Former law enforcement, fire, and EMS</li> <li>Emergency medical dispatch (EMD) instructors</li> <li>Marketing and graphic design professionals</li> <li>Recruiting specialists</li> <li>Quality assurance/quality improvement experts</li> </ul>

MCP has identified in the following figure the key team members from our staff that we plan to assign to this important project.

## Organizational Chart

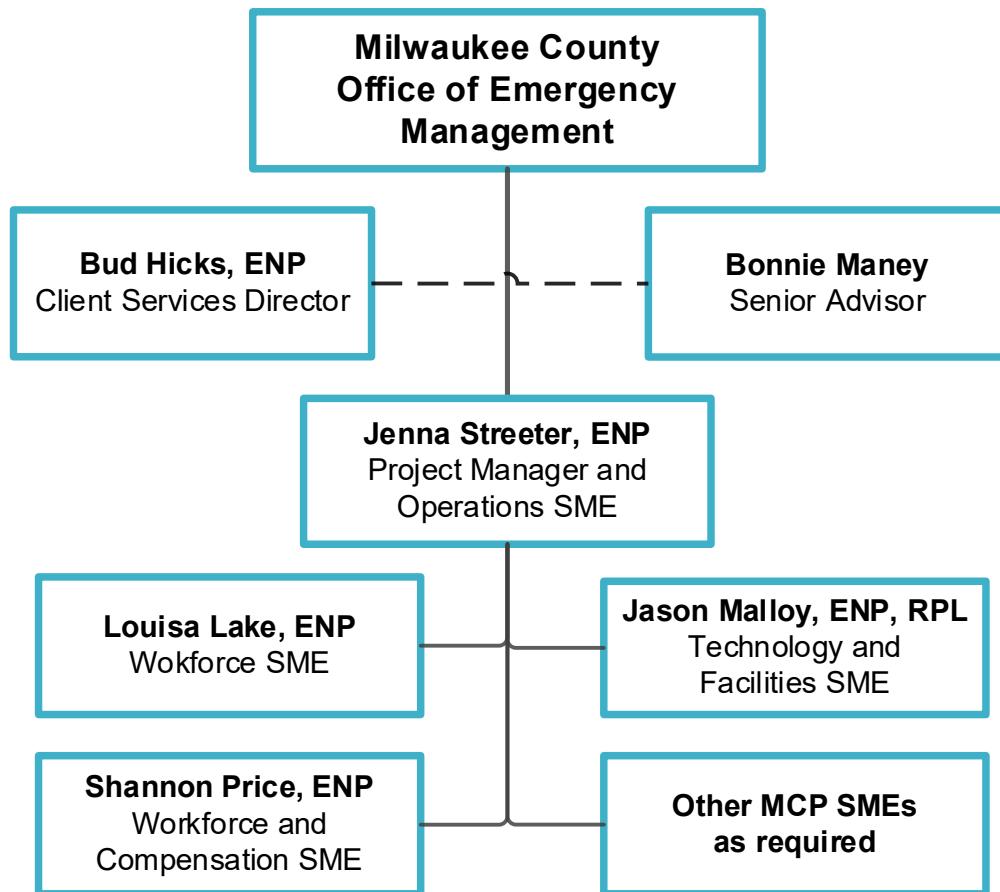


Figure 3: Project Team

Each team member brings a unique skill set and depth of experience in consolidations, in particular, but additional resources and subject-matter experts are available also—because we are a full-service firm focused on all aspects of public safety communications.

## Resumes

Resumes highlighting our qualifications and experience are included on the following pages.



## Bud J. Hicks, ENP

Client Services Director, Mission Critical Partners

Bud is an experienced public safety communications professional who manages projects to meet and exceed clients' needs. His skills include near-term budget projections and long-term budget forecasting. Buddy has worked in medium-sized communications centers, maintaining a calm and objective demeanor during stressful events and situations. He has experience in negotiating complicated legislative compliance and actively participated in legislation rewrites as a member of the Illinois APCO Executive Board.

### Representative Experience

#### Regional/Consolidated Experience

- West Central Consolidated Communications, IL—Executive Director
  - Conducted a successful “culture reset” within the agency, starting at the top
  - Formulated 5-year capital improvement plans as directed by the Board of Directors
  - Oversaw the day-to-day technological needs of the center, engaging vendors
  - Negotiated contracts with vendors and held them accountable for their performance
  - Ensured that agencies were satisfied, and partnerships were lasting ones
  - Engaged with prospective new partners and established a formal vetting process
  - Created, revised and/or eliminated policies and procedures, resulting in fair, clear, concise and enforceable standards
- Grundy County Emergency Telephone System Board, IL—911 Director
  - Handled payroll, budgeting and scheduling
  - Implemented and maintained a robust Quality Assurance/Insurance Program
  - Developed and administered the annual budget
  - Developed a new funding formula that measures actual consumption of services utilizing metadata and statistical measurables that reside within technologies
  - Processed Freedom of Information Act (FOIA) requests and reproduced audio recordings
- McHenry County Sheriff’s Office, IL—Communications Supervisor
  - Served as the Law Enforcement Agencies Data System (LEADS) agency coordinator, overseeing monthly audits and training requirements for the department
  - Handled payroll, budgeting and scheduling
  - Implemented and maintained a robust Quality Assurance/Improvement Program
  - Designed a training program that is compliant with the Commission on Accreditation for Law Enforcement Agencies (CALEA) and APCO Project 33 standards
  - Coordinated with many other agencies in the county to develop partnerships that result in win-win situations
  - Responded to 911 outages to staff Knox Boxes for the duration of the outage and worked with phone company techs to resolve the outages

#### City Experience

- Zion, IL—Telecommunicator
  - Handled dispatch emergency and non-emergency calls for service
  - Served as LEADS agency coordinator, overseeing monthly audits and training requirements for the entire police department



#### Industry Experience

25 years

#### Education

B.A., Business Administration, B.A., Accounting, Columbia College of Missouri

#### Certifications

Emergency Number Professional (ENP)

Center Manager Certification Program (CMCP)

Occupational Analysis

Process Analysis

Diversity in the Workplace

Rescue Task Force

#### Previous

#### Association Work

Illinois Association of Public-Safety Communications Officials (APCO) Executive Board

APCO International Standards Development Committee

APCO International Occupational Analysis Sub-Committee

## Bonnie B. Maney

Operations Manager, Mission Critical Partners

Bonnie is an executive-level leader that understands and represents clients to ensure that services are pertinent to their exact needs. She is a public safety communications SME with extensive experience in PSAP operations, leadership, emergency management, project management, regionalization planning and training for federal, state and local public safety agencies. Bonnie applies her expertise to organize and facilitate diverse workgroups to define user needs and requirements, with a particular focus on the challenges associated with workforce, alternative response, strategic planning, standards and best practices, key performance indicators and benchmarking, continuity of operations (COOP) planning, shared services and consolidation.

### Representative Experience

#### Federal Experience

- U.S. Department of Homeland Security Emergency Communications Division (formerly Office of Emergency Communications) Interoperable Communications Technical Assistance Program (ICTAP)—Developed and managed delivery of contracted services
- National Emergency Communications Institute (NECI)—Developed and delivered public safety communications courses

#### State/Regional Experience

- Downriver Mutual Aid, MI—Served as senior project manager on a 12-PSAP regionalization study
- Maine Public Utilities Commission, Emergency Services Communication Bureau and Office of Behavioral Health—Served as senior project manager to research, report and develop 911/988 policies, training, pilots and strategic planning for crisis response services
- Florida Department of Management Services—Served as senior advisor on PSAP training in cybersecurity, stress management, COOP, crisis management and quality assurance/quality improvement
- 911 Association of Central Oklahoma Governments (911 ACOG)—Conducted a workforce optimization study of 23 PSAPs
- Arizona—FirstNet planning: coordinated stakeholder workgroups, developed state/tribal education/outreach plan, completed PSAP data collection and helped execute Homeland Security Exercise and Evaluation Program-compliant, long-term evolution exercise
- Virginia Department of Emergency Management (VDEM)—Assessed technology requirements to develop a strategic road map and report

#### City/County Experience

- Portland, OR, Community Safety Division—Served as senior advisor on an alternative response call allocation study for a policy and community services response organization
- Tarrant County, TX, 911 District—Served as senior project manager on a 32-PSAP regionalization study
- Charlottesville-UVA-Albemarle, VA—Served as senior project manager for strategic planning
- Boston, MA—Served as project manager for an operational audit of the Boston Police Department's Emergency 9-1-1 Center
- Clay County, FL—Developed implementation plan to consolidate police and fire/EMS PSAPs
- San Jose Fire Department, CA—Conducted workforce optimization assessment
- Charlotte, NC—Operationalized and virtualized the Tactical Interoperability Communications Plan (TICP) and developed training to achieve goals



### Industry Experience

33 years

#### Education

M.S., Emergency Management, Jacksonville State University, AL

B.S., Business Administration, Northwood University, FL

#### Associations

National Public Safety Telecommunications Council (NPSTC)

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

NENA—Agency Systems Committee; NG911 PSAP Systems Workgroup

NENA—PSAP Logistics Committee; 911-988 Interactions Workgroup

IJIS Institute – Emergency Communications and Response Advisory Committee (ECR-AC)

## Jenna Streeter, ENP

Communications Consultant, Mission Critical Partners

Jenna is a communications consultant with nearly two decades of experience in the industry. Her work background ranges from dispatcher to lead trainer to operations supervisor to emergency communications director. This background encompasses frontline telecommunications, training, quality assurance and quality improvement, as well as supervisory and executive leadership. Jenna has completed EMS systems assessments for communications divisions and provided recommendations for improvement, strategies for stakeholder communication and daily workflow tactics to improve outcomes. Jenna's core expertise includes project management, strategic planning, stakeholder engagement, culture and change management, data analysis, as well as policy development and implementation.

### Representative Experience

#### County Experience

- Director of Emergency Communications
  - Conducted comprehensive performance-cycle management, including hiring, coaching, development, job assignment and retention
  - Reduced turnover from 50% to 10% by analyzing workload, resulting in job reclassification with a budget-neutral 10% salary increase and improved day-to-day staffing levels to 100%
  - Analyzed human capital systems and identified opportunities to improve policy, staff plans and workload thresholds and to balance staff wellness
  - Provided committee leadership, mediation, and recommendations for best practices and developed an implementation plan for agreed-upon changes
  - Applied a democratic, transformational leadership style to ensure staff is heard and has opportunities to be involved in department changes; provided individualized mentoring, coaching and professional development
  - Maintained open communication, understanding, as well as policy and process buy-in for 17 fire departments, including negotiating and improving inter-organizational processes with other emergency communications leaders and maintaining positive relationships with the county commission
  - Increased department performance levels to more than 80% according to accreditation standards, implemented quality assurance (QA) and quality improvement (QI) programs to ensure maintenance of high performance and directed the QA team to ensure reviews aligned with industry best practices
  - Optimized resources through detailed analysis and management of the \$1.4 million department budget, including purchasing following municipal and state procurement regulations and expense allocation
  - Initiated a review of the fire department process to identify solutions for maintaining service levels during a population boom

#### State Experience

- Indiana Peer Assessment Team
  - Selected to work with six SMEs to provide a comprehensive analysis of Indiana's statewide 911 system
  - Completed a review of 83 guidelines, including governance, functional and operational planning, technical and NG911 systems, public education, training, human resources and standards; worked collaboratively with industry experts to develop content and coordinate our recommendations
  - Delivered a comprehensive report and virtual presentation to the State of Indiana 911 Office



### Industry Experience

17 years

### Education

Master of Public Administration, Villanova University, PA

B.S., Environmental Science, University of Oregon

### Certifications

Emergency Number Professional (ENP)

International Academies of Emergency Dispatch (IAED) Certifications EMD-Q, EFD-Q, EPD-Q

National Emergency Number Association (NENA)

Communications Manager Certification Program (CMCP), Change Management

Association of Public-Safety Communications Officials

Communications Training Officer (CTO), Active Shooter, Certified Supervisor

## Louisa Rand Lake, ENP

Public Safety Consultant, Mission Critical Partners

Louisa is a public safety consultant and technical editor, having transitioned after many years and multiple roles in a PSAP. She has extensive experience in communications center operations, policies and procedures, staffing, quality assurance/quality control, protocol usage and training. Louisa is a NENA instructor for communications center staffing and policy development. Her areas of specialization include:

- PSAP operational assessments to assure standards and best practices alignment
- Staffing studies
- Compensation assessments
- Assessment of policies and procedures to determine any deficiencies
- PSAP accreditation through the Commission on Accreditation for Law Enforcement Agencies (CALEA)
- Grant application writing

### Representative Experience

#### Consultant Experience

Completed operational analyses of 911 communications centers, including staffing and policies and procedures, quality assurance/quality control, training, supervision, call take and dispatch procedures, protocol usage, hiring and retention practices, salary reviews and consolidation initiatives.

#### State/City/County Experience

- Maryland—Statewide Staffing Study
- North Carolina—Franklin, Mitchell, Richmond, Yancey, Wayne and Martin counties, and Charlotte
- Delaware County, OK
- Contra Costa County, CA
- Horry County, SC
- Boston, MA
- Frederick County, VA
- Prince George’s County, MD
- St. Mary’s County, MD
- Harford County, MD
- Alexandria, VA
- Pueblo County, CO
- Williamson County, TX

#### Technical Editor

Edited reports, documents, correspondence, and presentations; performed quality assurance/quality control on reports and projects

#### Federal/State/City/County Experience

- Federal Emergency Management Agency (FEMA), Chemical Stockpile Emergency Preparedness Program (CSEPP)
- National Highway Traffic Safety Administration (NHTSA) National 911 Program
- National Association of State 911 Administrators
- Nebraska
- Arizona
- Tennessee Emergency Communications Board



#### Industry Experience

34 years

#### Education

B.A., Biology,  
St. Andrew’s  
Presbyterian College, NC

#### Certifications

Emergency Number  
Professional (ENP)

Incident Command  
System (ICS) 100, 200,  
300, 400, 700, 800

International Academies  
of Emergency Dispatch  
(IAED)

- Emergency Fire Dispatch (EFD)
- Emergency Police Dispatch (EPD)
- Emergency Medical Dispatch (EMD)

#### Associations

National Emergency  
Number Association  
(NENA)

NENA Instructor

## Jason Malloy, ENP, RPL

### Operations Domain Lead, Mission Critical Partners

Jason is a public safety professional with experience in emergency and alternative responses and extensive knowledge of related processes and procedures, including mitigation, preparedness, response and recovery. He has direct operational and command experience in emergencies, including public safety communications, emergency management, firefighting, basic and advanced life support, extrication, technical rescue and hazardous materials. Jason possesses emergency medical dispatch instructor and emergency medical and fire and police dispatch certifications. As a prior University of Maryland assistant adjunct professor, he instructed undergraduate courses in emergency management, fire science, homeland security and public safety administration.

### Representative Experience

#### Federal Experience

- National Institutes of Health—Public safety communications assessment; CAD/ records management system (RMS) procurement support; staff augmentation

#### State/Regional Experience

- Florida—Statewide telecommunicator training development and instruction
- Maine—911/988 integration, policy support and training program development
- Maryland—ESInet development and comparison; statewide 22-PSAP assessment
- Nevada—Statewide Department of Motor Vehicles continuity of operations (COOP) plan
- Pennsylvania—Southern Alleghany counties: grant projects support, regional CAD implementation, call processing, protocol implementation and ALI server relocation
- Portland Dispatch Center Consortium, OR—Regional PSAP resiliency study
- Tennessee—Statewide PSAP technology pricing report

#### City/County Experience

- Aurora, CO—CAD procurement and implementation support
- Newark, CA—PSAP technology migration
- Orange County, CA—Staffing and organizational study
- Clay County, FL—COOP plan assessment
- Palm Beach County, FL—COOP plan development
- Marion County, FL—PSAP consolidation feasibility study
- Lake County, IL—Staffing study
- Baltimore, MD—PSAP consolidation and organizational study
- St. Mary's County, MD—Staffing/organizational study; backup PSAP grounding remediation support
- St. Louis, MO—PSAP consolidation feasibility study and facility programming
- Buncombe County, NC—PSAP workforce optimization study; nurse navigation study
- Chatham County, NC—Facility design and technology migration
- Portland, OR—Call allocation and alternative response study
- Bexar Metro 911 District, TX—HSEEP tabletop exercise coordination and support
- Fairfax County, VA—CAD upgrade and implementation
- Richmond, VA—Emergency management program assessment
- Shenandoah County, VA—CAD/RMS upgrade; NG911 transition and implementation; radio replacement; facility construction and transition
- Clark County, WA—Emergency management program assessment



### Industry Experience

33 years

### Education

M.S., Public Safety  
Emergency Management,  
Capella University, MN

B.S., Fire Science,  
University of Maryland

### Certifications

Center Manager  
Certification Program

Emergency Number  
Professional (ENP)

Registered Public-Safety  
Leader (RPL)

FEMA  
Level 1 Professional  
Continuity Practitioner;  
Homeland Security  
Exercise and Evaluation  
Program (HSEEP)

CJIS Security &  
Awareness, Level 4  
Security Training

### Associations

Association of Public  
Safety Communication  
Officials (APCO)

National Emergency  
Number Association,  
Virginia Past President

## Shannon Price, ENP

Communications Consultant, Mission Critical Partners

Shannon has extensive experience and subject-matter expertise in public safety communications. Her professional background includes years as an emergency telecommunicator and 16 years as a public safety dispatch director. Shannon is equipped with a successful record in developing and implementing programs and hardware/software solutions to support operations and enhance service delivery. Shannon has extensive experience in all facets of PSAP operations, including:

- Front-line Operations
- Standards and Best Practices
- Staffing and Workforce
- System and Operational Assessments
- Continuity of Operations Planning
- Strategic Planning
- Call-handling Protocols and Guides
- Policy and Procedure Development
- Performance Management
- Technologies
- Training
- Budgeting/Financial Management

### Representative Experience

#### State/Regional Experience

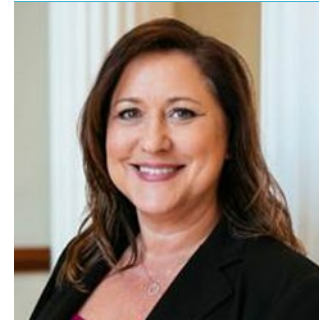
- North Carolina—Conducted statewide PSAP assessments

#### City/County Experience

- Brazoria County, TX—Served as project manager of a PSAP assessment
- Bryan, TX—Supported a consolidation feasibility study
- Celina, TX—Supported a service delivery feasibility study
- Stockton, CA—Supported a staffing and efficiency study
- Perry County, IL—Served as project manager of a consolidation feasibility study
- Willoughby, OH—Supported a consolidation concept of operations study
- Orleans Parish, LA—Supported a staffing and compensation study
- Morris County, NJ—Supported a recruitment and retention study
- Hamilton County, TN—Supported a compensation and work schedule assessment
- Knox County, TN—Supported a staffing and compensation study

#### Public Safety Communications Experience

- Provided management and leadership to the public safety dispatch department to ensure the team provided superior service to citizens and field responders
- Analyzed data to drive staffing, process and technological improvements
- Planned and facilitated innovative projects, including hardware and software implementations, working within the timelines and allocated budgets
- Collaborated across departments and with stakeholders to solve problems and ensure that shared priorities are achieved
- Directed departmental activities and response during emergency operations activations and liaised with the emergency operations center
- Drove change management and gained buy-in on department initiatives using strong leadership and interpersonal skills
- Developed and implemented policies and procedures
- Evaluated performance and promoted continuous improvement and growth



#### Industry Experience

33 years

#### Education

B.S., Criminal Justice,  
Texas A&M Corpus  
Christi

#### Certifications

Emergency Number  
Professional (ENP)

Center Manager  
Certification Program  
(CMCP) National Incident  
Management System  
(NIMS)

#### Associations

Association of Public-  
Safety Communications  
Officials (APCO)

National Emergency  
Number Association  
(NENA)

# Experience

## Downriver Community Conference/ Downriver Mutual Aid, Michigan Feasibility Study Consultant Services



**Background:** In response to the rapidly changing 911 environment sweeping the country and technical advancements, Downriver Mutual Aid (DMA) officials identified the need to evaluate whether consolidating 12 PSAPs within DMA in some form of regionalization was feasible and could improve emergency response outcomes in the region.

**Challenge:** The catalyst that created the desire for this study was based on previous attempts by the State of Michigan to mandate consolidations and a desire to proactively determine if, absent such a mandate, it is in the best interest of public safety to come together in some form of consolidation. The DMA sought to validate whether consolidation would improve efficiency and reduce expenses in comparison to the current and projected costs of continuing to operate independently.

**Solution:** The DMA selected Mission Critical Partners to support this critical project. MCP's services included:

- Data discovery to benchmark current conditions
  - Interviews and focus groups
  - Virtual and on-site PSAP tours
- Data analysis
  - Political feasibility
  - Technological feasibility
  - Workload and projected staffing levels
  - Projected cost estimates and funding mechanisms
  - Governance options
  - Consolidation models
  - Organizational structure
  - Human resources and personnel management
  - Five and Ten-Year Recommendations
- Presentation and Final Report

**Key Result:** MCP completed a comprehensive assessment of the current state of the PSAPs' public safety communications services, including organizational structure, operational configuration, staffing, training, quality assurance, leadership, performance management, technology, and facilities.

MCP delivered its final report based on extensive analysis using national standards, best practices, Michigan legislation as well as MCP's industry knowledge and experience. MCP determined that DMA constituents and field responders would benefit from the regionalization (consolidation). The report provides an answer to the "if" and "why" consolidation in the region is feasible. More importantly, it lays the groundwork for an implementation plan to be developed in the future and factors that must be addressed through collaborative planning between the agencies involved. Currently, up to 8 of the municipalities are actively moving toward forming a regional PSAP that could reduce the number of PSAPs from 12 to 4 by mid-2025.

**Project Length:** 10 Months

**Project Dates:** December 2021 to October 2022

**Solutions Provided:**

Data Discovery

Data Analysis

Consolidation Planning

**Population:** 310,574 (2021)

**Nearest MSA:** Detroit-Warren-Dearborn, MI

**Contact:**

Bob Heck  
DMA System Administrator  
734.362.3432  
[Bob.Heck@dccwf.org](mailto:Bob.Heck@dccwf.org)



## Tarrant County 9-1-1 District, Texas

### Public Safety Answering Point Regionalization Study



**Background:** The Tarrant County 9-1-1 District (District) consists of 37 PSAPs composed of 26 primary, 4 secondary and 7 backup centers. Collectively, the PSAPs serve the region's residents; numerous law enforcement, fire/rescue, emergency medical services (EMS) transport agencies; and countless visitors.

**Challenge:** This District sought to explore how it could effectively support its PSAPs in meeting service delivery expectations, which are increasingly more demanding. The District identified the need to evaluate the feasibility of and strategies for regionalization of its more than 30 PSAPs into a configuration—whether it be based on technology, policy and operations, physical consolidation, or a combination thereof—that improves emergency response outcomes.

**Solution:** Mission Critical Partners was selected by the District to assist in this effort. MCP's goal was to better position the District and its participating PSAPs to make future decisions that mitigate risk and minimize costs while maintaining the highest level of service delivery for field responders and the citizens served.

MCP's approach and solution was a PSAP regionalization study that included data discovery (interviews, town halls, data gathering survey, etc.), data analysis and recommendations. The study focused on five factors: leadership and planning, operations, workforce, technology and facilities.

**Key Result:** MCP delivered to the District the final report resulting from the regionalization study. MCP's report:

- Identified organic regionalization opportunities that would reduce the District's financial obligation while supporting its PSAPs and corresponding infrastructure
- Recommended operational models that reduce redundancy, improve stability throughout the District and improve continuity of operations
- Identified practical and actionable retention strategies for a sustainable workforce
- Established benchmark criteria to identify at-risk PSAPs and risk mitigation strategies
- Established an alliance profile for individual PSAP sustainability planning

MCP continues to support the District in achieving its goal of improving efficiencies and providing consistent emergency communications throughout the region.

**Project Length:** Ongoing

**Project Dates:** August 2022 to Present

**Solutions Provided:**

Data Discovery

Analysis

Recommendations

**Population:** 2.11 million (2021)

**Nearest MSA:** Dallas-Fort Worth-Arlington, TX

**Contact:**

Sherri Decker

Executive Director

817.223.7745

[sdecker@tc911.org](mailto:sdecker@tc911.org)

# Pricing

Professional services outlined in the scope of work for Phases 1 through 4 will be provided for a **not-to-exceed fee of \$149,248**. The fee is inclusive of labor and expenses and includes an in-person final presentation.

An invoice shall be submitted each month and will include the percentage of work completed relevant to the fee and shall be reviewed and paid within 30 days of receipt.

Any additional services will be performed at MCP's then-current fee schedule. Before initiating any such additional work, MCP would require a formal letter of authorization from the Milwaukee County Office of Emergency Management.

Based on our current understanding of what is to be accomplished, the pricing identified above represents an estimate of the work anticipated to achieve project success. MCP's priority is for this project to be successful for the Milwaukee County Office of Emergency Management.

## Pricing Assumptions

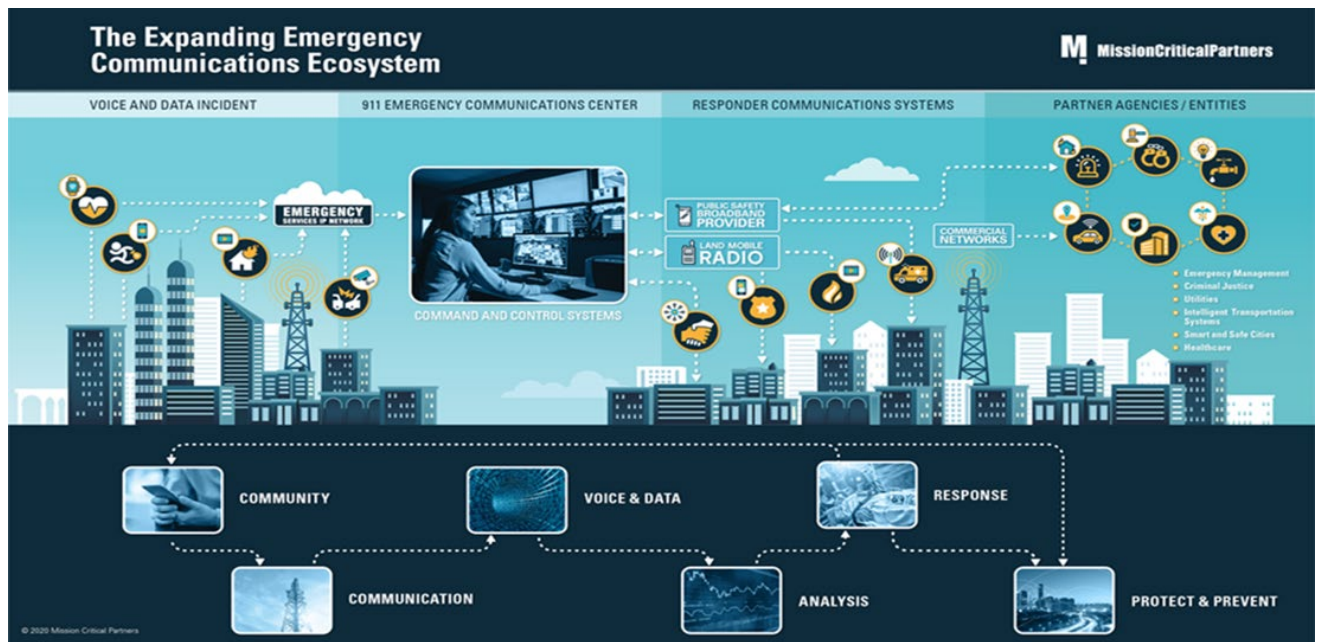
- After 120 days from the submittal date, MCP reserves the right to revisit scope and pricing with the Milwaukee OEM to address any potential changes that may have occurred since the submittal that could impact project delivery.
- To be more responsive to OEM's needs, MCP respectfully reserves the right to move professional fees and expenses between phases and deliverables, as needed, to complete the scope of work, as long as the total amount billed to the Milwaukee County OEM does not exceed the contract amount.
- Optional Services require additional pricing.

# Appendix A: The Public Safety Ecosystem and MCP Service Offerings

Since 911's inception in 1968, public safety officials have continued to leverage technology advancements to make emergency response even more efficient and effective. The counterbalance is these advancements occurred in distinct silos that developed within the emergency communications ecosystem (enhanced 911 service, digital land mobile radio networks, and computer-aided dispatch systems).

Today, we stand on the precipice of another technology transformation like the advent of 911 service. As public safety moves through this transformation over the next several years and beyond, it is critical that the agencies begin thinking of the ecosystem as a holistic network, i.e., a network of networks.

The new public safety ecosystem will interconnect on many levels to enable the smooth flow of critical and relevant data to provide emergency responders with the best information to perform their duties.



MCP can provide the public safety, criminal justice, data integration, network, and information technology services required to help agencies start thinking of the ecosystem as a single entity, taking into consideration how each piece will interconnect and interact with the others. With MCP's support, agencies will transition from siloed communication environments to realizing significant improvements in emergency-response outcomes.

# M MissionCriticalPartners

## Service Offerings

MCP specializes in transforming mission-critical networks and operations into integrated ecosystems that improve outcomes in the public safety, courts and corrections, healthcare, transportation, and utility markets.

### Consulting

Consultive & Advisory Solutions

#### Network and 911 Services

**Specialties:** Next Generation 911, Emergency Services IP Networks, text-to-911, call-handling equipment, cloud applications

- Assessments, procurement and implementation
- Program and project management
- Geographic information systems planning, design, implementation and administrative services

#### Operations and Facilities Services

**Specialties:** computer-aided dispatch, records management, mobile data systems, mission-critical facilities

- Facility planning and construction
- Consolidation and shared services
- Strategic and operations consulting
- Training and professional development
- Technology procurement and implementation
- Continuity of operations planning
- Recruiting and hiring support

#### Wireless Communications Services

**Specialties:** land mobile radio, broadband, microwave alert and warning systems, fire station alerting systems, FirstNet, bidirectional amplifiers

- Master planning
- Project management
- Technical and operational needs assessments and design
- System procurement and negotiations
- Implementation and construction management
- Testing and validation

#### Justice, Management, and Technology Services

**Specialties:** integrated justice, courts, case management, corrections, repositories, and biometric identification systems

- Assessments and data collection
- Strategic planning and governance support
- Business process transformation and systems architecture design
- Financial planning
- Information systems acquisition and procurement
- Implementation and change management support

### Cybersecurity & IT

#### SecureHalo™

Family of Cybersecurity and IT Solutions

- IT and managed security solutions
- Third-party compliance
- Mission-Critical **NetInform®** security and network assessments
- Mission-Critical **NetPulse®** security and network monitoring
- Security training and awareness
- Virtual chief information security officer solutions

### Data & Application Integration

#### DataHalo™

Family of Data Solutions

- **DataLink™** interface solution: business process mapping and design
- **DataSphere™** integration solution: planning, governance and architecture of data-sharing initiatives
- **DataScape™** analytics solution: powered by machine learning and artificial intelligence
- Alternatives to traditional data migration
- Database management
- Software and application development



# **EXHIBIT C:**

## **Contractor's TBE Participation Waiver**

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**TBE-12**



DEPARTMENT OF ADMINISTRATIVE SERVICES  
Office of Economic Inclusion  
[oeicompliance@milwaukeecountywi.gov](mailto:oeicompliance@milwaukeecountywi.gov)  
(414) 278-4747

**Non-Federally Funded**

Form must be filled out completely and accurately.

## Office of Economic Inclusion (OEI)

# TBE Participation Recommendation

### Contact Information

<b>Contract Administrator:</b> Lael MacLellan	<b>Department/Division:</b> DAS/Procurement	<b>Date:</b> 12/30/2024
<b>Phone Number:</b> 414-278-4129	<b>Email Address:</b> Lael.MacLellan@milwaukeecountywi.gov	
<b>Org Number:</b> 480	<b>Fund:</b> 4801	<b>Grant \$:</b>

### Project Information

<b>Project Name:</b> CAD System Capacity and Consolidation Feasibility Analysis	<b>Project Number:</b>
<b>Project Total:</b> \$ 149,248.00	<b>Contract Type:</b> (SELECT ONE) Professional Service

**Contract Scope/Project Description:**

Professional Services Agreement to conduct an assessment of the County's existing Computer Aided Dispatch ("CAD") system, explore market innovations, and foster increased collaboration with surrounding communities to provide recommendations regarding the feasibility of consolidation of Public Safety Answering Point ("PSAP") services based on both the current and potential future environments as further described in the Contractor's Statement of Work (Exhibit B).

Contracting Opportunities	Work Scope Description:	NAICS code:	Budget
*If additional lines are needed, please attach scope/description of work and budget sheet.	Professional consulting services for CAD system analysis and design	NAICS: 541618	\$ 149,248.00
		NAICS:	\$
		NAICS:	\$

<b>RFP/BID will be used</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Advertising Date:</b>	<b>Bid/Proposal Due Date:</b>
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### Approvals

Is county board approval required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Resolution #: _____ (attach resolution)
--	---

### Waiver Request

**Will a Bidding & Exception Request Form be submitted to Procurement?**  Yes  No

**Request for a goal of 0% requires the signature of the department head, a full scope of the project, and an explanation.**

**Explanation:** Check the boxes below. Check all that apply.

- A. \$10,000 or less
- B. Rental or Lease
- C. Governmental Agency or Institution
- D. Non-Profit (No subcontract) [Non-Profit is not subcontracting work]
- E. Purchasing or Renewal of software license
- F. Contract Extension/Amendment [Must have the original Participation agreement]
- G. Specialized [No known TBE firms available]
- H. Only one individual assigned to the contract
- I. The nature (scope of work) of contract doesn't have subcontracting opportunities
- J. Grants [No subcontracting to a non-profit entity]
- K. No funding use by Milwaukee County [A non-Milwaukee County entity is funding the project]
- L. Special License or Certificate required
- M. Other Cooperative contract used via HGAC. Scope is small, work is urgent, and time is critical to avoid possible funding loss

Christopher McGowan		12/31/2024
Department/Division Administrator Name	Signature	Date

### OEI Approval

Goal Assigned <input checked="" type="checkbox"/> _____ %	This contract is exempt from a participation goal: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Approved: <u>Lamont Robinson</u>	Date: <u>12/31/2024</u>

Lamont Robinson



# **EXHIBIT D:**

## **Standard Insurance Requirements**

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# INSURANCE REQUIREMENTS

All Milwaukee County Vendors (business organizations providing goods or services to the County through Purchase Orders or written contracts) must provide evidence of the following minimum insurance requirements. Vendors are responsible for ensuring that any agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverages for any services provided at the request of the Vendor on a Milwaukee County contract. The listed minimum requirements do not limit the liability assumed elsewhere in an executed contract. Modifications to the types of coverage, limits and/or other terms should not be made without the approval of the County's Risk Manager. The Vendor referred to in this exhibit is Mission Critical Partners, LLC.

## GENERAL COVERAGE REQUIREMENTS

The Vendor shall maintain policies of insurance and proof of financial responsibility to cover costs that may arise from claims for damages to property and/or claims arising from or resulting from the Vendor's goods, services, and/or work activities, by whomever performed, for the coverage types and in the amounts described in this document. The Vendor shall, at its own expense, acquire and maintain the required insurance coverages at the limits identified below for the entire term of its contract(s) with Milwaukee County. The Vendor may obtain the required coverages through any combination of primary and excess or umbrella liability insurance. The Vendor must acquire its insurance from carriers with a **current A. M. Best rating of A X or better**.

The Vendor shall provide acceptable proof of all listed coverage to the County prior to performing any services, activities, or other work on its contract(s) with the County. The Vendor shall provide a Certificate of Insurance to Milwaukee County Risk Management for each successive period of coverage for the duration of the contract in the minimum amounts provided in this document, unless expressly agreed otherwise by both Parties in writing.

The County reserves the right to make changes and/or updates to its coverage requirements during the term of the contract with the written agreement of the Vendor. The Vendor agrees that it will not unreasonably withhold its acceptance of the County's requested changes or updates and will negotiate any required changes or updates in good faith.

## 1 COMMERCIAL GENERAL LIABILITY INSURANCE<sup>1</sup>

The Vendor shall maintain Commercial General Liability insurance with the following minimum limits for bodily injury and property damage combined:

<b>Each Occurrence Limit</b>	\$1,000,000
<b>General Aggregate Limit</b>	\$2,000,000
<b>Products – Completed Operations Limit</b>	\$2,000,000
<b>Personal and Advertising Injury Limit</b>	\$1,000,000

The Vendor shall ensure Milwaukee County is named as an Additional Insured on the General Liability policy as respects the services and activities described in the contract documents.

<sup>1</sup> Including contractual coverage.



## 2 AUTOMOBILE LIABILITY INSURANCE

---

If the Vendor's performance of services or activities described in the contract documents requires the use of automobiles, the Vendor shall maintain comprehensive automobile insurance covering the ownership, operation, and maintenance of all owned, non-owned and hired motor vehicles. The use of personal automobiles to travel to and from the Vendor's business location or from the home of a Vendor employee to the County's sites, or for personal travel such as travel for meal breaks, is considered outside the course of performance of services under any contract. The Vendor shall maintain limits of at least **\$1,000,000 per accident for bodily injury and property damage combined**. The Vendor shall ensure that employees using rental vehicles acquire insurance coverage through the vehicle rental agency and shall provide proof of such insurance upon request. The Vendor shall ensure that Milwaukee County is named as an Additional Insured on the Automobile Liability policy as respects the services and activities described in the contract documents and this provision.

## 3 WORKERS' COMPENSATION INSURANCE

---

The Vendor shall maintain Worker's Compensation coverage that meets the minimum statutory requirements in the state where the work is performed, even if such coverages are elective in that state. For the state of Wisconsin, this coverage must have limits of at least **\$100,000 per occurrence and \$500,000 policy aggregate** or must follow the **current required coverages under Wisconsin state statutes**, whichever is greater. The Vendor shall ensure this coverage includes a waiver of subrogation in the favor of Milwaukee County and that the waiver of subrogation is stated on the Vendor's submitted Certificate of Insurance.

## 4 PROFESSIONAL LIABILITY/ERRORS AND OMISSIONS<sup>2</sup>

---

The Vendor shall maintain Professional Liability insurance appropriate to cover all professional services identified in the Vendor's Scope of Work and the executed contract, including technology errors and omissions and/or media liability coverage (e.g., slander, libel) as applicable. The Vendor's Professional Liability coverage must have a minimum limit of **\$1,000,000 per occurrence**.

## 5 EXCESS/UMBRELLA LIABILITY COVERAGE

---

The Vendor shall maintain excess or umbrella liability coverage with **additional limits of at least \$1,000,000 per occurrence**. This excess or umbrella coverage must be in excess of (or in addition to) the limits provided in Sections 1 (Commercial Liability), 2 (Automobile Liability), and 4 (Professional Liability), above.

## 6 REQUIRED COVERAGE PERIOD

---

If any insurance coverage detailed above is written on a claims-made basis, the Vendor shall ensure its insurance coverage which applies to the services and activities described in the contract documents is extended for two (2) years after completion of all work contemplated by the contract documents.

## 7 ADDITIONAL POLICY INFORMATION

---

Upon written request from the County and/or its Department of Administrative Services, Risk Management Division, the

<sup>2</sup> Professional liability (a/k/a Errors & Omissions insurance) is required for Contractors providing professional services, including, but not limited to architects, engineers, financial services, accounting, audit, legal services, consulting, and medical professionals.



Vendor shall provide additional information on the following coverage(s):

## **7.1 PROFESSIONAL LIABILITY / E&O INFORMATION**

---

The Vendor shall provide additional information on its professional liability/technology errors & omissions/media liability insurance coverage including, but not limited to:

- 7.1.1. Policy type (i.e., errors and omissions for consultants, architects, and/or engineers, technology errors & omissions, etc.);
- 7.1.2. Applicable retention levels;
- 7.1.3. Applicable retention levels;
- 7.1.4. Coverage form (i.e. claims made, occurrence; discover clause conditions); and
- 7.1.5. Effective retroactive and expiration dates.

## **8 MISCELLANEOUS REQUIREMENTS**

---

- 8.1. The Vendor shall ensure, through appropriate contractual language, that its agents, affiliates, subsidiary companies, third party suppliers, or subcontractors maintain appropriate insurance coverage for any services provided at the request of the Vendor on any Milwaukee County contract. Unless agreed to in writing by the Milwaukee County Risk Manager, such coverage must meet all requirements of this provision.
- 8.2. The Vendor shall maintain any coverage provided on a claims-made and reported period for a minimum of twenty-four (24) months from the date of termination of the contract by either an extended reporting period (ERP) provision or by maintaining the coverage in force.
- 8.3. The Vendor shall ensure that its Commercial General Liability, Automobile Liability, and Employer's Liability (if applicable) policies name Milwaukee County including its directors, officers, employees, and agents as additional insureds by endorsement to the policies. The Vendor shall also ensure that each of these policies provide primary coverage with respect to all insureds and additional insureds.
- 8.4. The Vendor shall ensure that its Commercial General Liability, Automobile Liability, Workers' Compensation, and Employer's Liability policies grant a waiver of subrogation in Milwaukee County's favor.
- 8.5. Except where prohibited by law, the Vendor shall provide insurance endorsement on each policy waiving the rights of recovery or subrogation against the County and its agents, servants, invitees, employees, co-lessees, co-venturers, affiliates, contractors, and subcontractors, and their insurers.
- 8.6. The Vendor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the contract and upon the renewal of any of the policies. The Vendor shall require all insurers to provide the County with a thirty (30) day advanced written notice of any cancellation or nonrenewal of, or any material change to, any of the policies maintained in compliance with the contract.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) <b>12/4/2024</b>
---------------------------------------

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> Rupp & Fiore Insurance Management, Inc. 504 Pittsburgh St Mars, PA 16046	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(724) 625-4600</b>   FAX (A/C, No): <b>(724) 625-4680</b> E-MAIL ADDRESS: <b>info@ruppfiore.com</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A : Travelers Insurance Company</b>	
<b>NAIC #</b>	
<b>25666</b>	
<b>INSURED</b>	
<b>Mission Critical Partners LLC</b> <b>690 Gray's Woods Blvd</b> <b>Port Matilda, PA 16870</b>	
<b>INSURER B :</b>	
<b>INSURER C :</b>	
<b>INSURER D :</b>	
<b>INSURER E :</b>	
<b>INSURER F :</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP16P77145	2/16/2024	2/16/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA6X907794	2/16/2024	2/16/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			CUP6X91061A	2/16/2024	2/16/2025	EACH OCCURRENCE	\$ 7,000,000
							AGGREGATE	\$ 7,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	<b>Professional Liabil</b>			ZPL71N73954	2/16/2024	2/16/2025	<b>&amp; Cyber</b>	<b>5,000,000</b>
A	<b>Directors &amp; Officers</b>			0107048442	2/16/2024	2/16/2025	<b>&amp; EPLI</b>	<b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Technology Errors & Omissions Excess Liability written by Westfield Specialty Insurance Company, Policy Number, XCE-390393X-00, 02/16/2024 - 02/16/2025, \$5,000,000 Limit. Employee Theft written by Travelers Insurance, 0107048442, \$1,000,000 with \$25,000 Self-Insured Retention AND Employee Theft of Client Property written by Travelers Insurance, \$5,000,000 with \$35,000 Self Insured Retention.

<b>CERTIFICATE HOLDER</b>  Milwaukee County Office of Emergency Management 2333 N 49th St. Milwaukee, WI 53210	<b>CANCELLATION</b>  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 
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2024

Acct#: 2970894

**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 have ADDITIONAL INSURED provisions or 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).**

<b>PRODUCER</b> LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-828-8365      FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com																					
<b>INSURED</b> MISSION CRITICAL PARTNERS, LLC 690 GRAYS WOODS BLVD PORT MATILDA, PA 16870-7142	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td colspan="2">INSURER A : Indemnity Insurance Company of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td colspan="2">INSURER B :</td> <td></td> </tr> <tr> <td colspan="2">INSURER C :</td> <td></td> </tr> <tr> <td colspan="2">INSURER D :</td> <td></td> </tr> <tr> <td colspan="2">INSURER E :</td> <td></td> </tr> <tr> <td colspan="2">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Indemnity Insurance Company of North America		43575	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
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INSURER F :																						

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	X	C72411213	10/01/2024	10/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.  
 30 DAY NOTICE OF CANCELLATION APPLIES

**CERTIFICATE HOLDER**

Milwaukee County Office of Emergency Management  
 2333 N 49th St.  
 Milwaukee WI 53210

**CANCELLATION**

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

Named Insured MISSION CRITICAL PARTNERS, LLC 690 GRAYS WOODS BLVD PORT MATILDA, PA 16870-7142	Endorsement Number
	Policy Number Symbol: WLR                      Number: C72411213
Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 12/06/2024
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

**Schedule**

Milwaukee County Office of Emergency Management

2333 N 49th St.

Milwaukee, WI 53210

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

### Workers' Compensation and Employers' Liability Policy

Named Insured MISSION CRITICAL PARTNERS, LLC 690 GRAYS WOODS BLVD PORT MATILDA, PA 16870-7142	Endorsement Number  Policy Number Symbol: WLR      Number: C72411213
Policy Period 10/01/2024 <b>TO</b> 10/01/2025	Effective Date of Endorsement 12/06/2024
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

### NOTICE TO OTHERS ENDORSEMENT - SPECIFIC PARTIES

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule set out below (the "Schedule"). You or your representative must provide us with both the physical and e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.
- B.** We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.
- C.** The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- D.** We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with the information necessary to complete the Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.
- E.** We may arrange with your representative to send such notice in the event of any such cancellation.
- F.** You will cooperate with us in providing, or in causing your representative to provide, the e-mail address and physical address of the persons or organizations listed in the Schedule.
- G.** This endorsement does not apply in the event that you cancel the Policy.

#### SCHEDULE

Name of Certificate Holder	E-Mail Address	Physical Address
Milwaukee County Office of Emergency Management		2333 N 49th St.
		Milwaukee, WI 53210

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative



# **EXHIBIT E:**

## **Contractor's Completed EEOC Form**

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# **EEOC COMPLIANCE CERTIFICATE** *for* **MILWAUKEE COUNTY CONTRACTS**

In signing this document, CONTRACTOR certifies that it complies with the equal opportunity policy and standards of Milwaukee County and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

## **Nondiscrimination (Milwaukee County Code of Ordinances (MCO) 56.17)**

CONTRACTOR certifies that in the performance of work or execution of this Contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following:

- employment, upgrading, demotion or transfer, recruitment or recruitment advertising;
- layoff or termination;
- rates of pay or other forms of compensation; and
- selection for training, including apprenticeships.

CONTRACTOR will post in conspicuous places available to its employees and applicants for employment notices provided by the County setting forth the provisions of the nondiscriminatory clause.

Violation of these provisions may result in termination of the CONTRACTOR's Contract and/or disbarment of the CONTRACTOR from participation in future opportunities with Milwaukee County. If a violation results in contract termination, Milwaukee County will have no liability for the uncompleted portion of the Contract or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the Contract.

## **Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))**

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- employment, upgrading, demotion, or transfer, recruitment or recruitment advertising;
- layoff or termination;
- rates of pay or other forms of compensation; and
- selection for training, including apprenticeship.



# EEOC COMPLIANCE CERTIFICATE *for* MILWAUKEE COUNTY CONTRACTS

CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment notices provided by the contracting officer setting forth the provision of this nondiscrimination clause.

All solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

## **Affirmative Action Program (41 CFR 60-1.40)**

CONTRACTOR certifies that it will implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the Contract), designed to increase the utilization of women, minorities, and disabled persons and other protected groups at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented.

CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be the CONTRACTOR'S responsibility to show that all requirements are met.

## **Non-Segregated Facilities (41 CFR 60-1.8)**

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained.

## **Subcontractors**

CONTRACTOR certifies that it has obtained or will obtain certifications regarding nondiscrimination, an affirmative action program, and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County before the award of any subcontracts and that it will retain such certifications in its files.

## **Reporting Requirement**

Where applicable, CONTRACTOR certifies that it will meet all reporting requirements and follow all procedures established in 41 CFR 60.

## **Affirmative Action Plan**

If CONTRACTOR has fifty (50) or more employees, it agrees to develop and/or update and submit an Affirmative Action Plan to:



# EEOC COMPLIANCE CERTIFICATE for MILWAUKEE COUNTY CONTRACTS

Milwaukee County Department of Audit  
ATTN: Audit Compliance Manager  
633 W. Wisconsin Ave, 9<sup>th</sup> Floor  
Milwaukee, WI 53203  
[Paul.Grant@milwaukeecountywi.gov](mailto:Paul.Grant@milwaukeecountywi.gov)

*with a copy to*

Milwaukee County DAS – Procurement  
ATTN: Contracts Compliance & OEI  
633 W. Wisconsin Ave, 9<sup>th</sup> Floor  
Milwaukee, WI 53203  
[Procurement@milwaukeecountywi.gov](mailto:Procurement@milwaukeecountywi.gov)  
[OEI@milwaukeecountywi.gov](mailto:OEI@milwaukeecountywi.gov)

CONTRACTOR will also require any of its subcontractors with fifty (50) or more employees to establish similar written affirmative action plans.

### Employees

CONTRACTOR certifies that it has 0 employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin.

CONTRACTOR certifies that it has a total of 188 employees in its workforce.

The undersigned has read, understands, and agrees to be bound by the statements and provisions in this document. The undersigned represents and affirms that they are capable of legally binding the CONTRACTOR and/or its legal organization and has the authority to do so.

**CONTRACTOR Name:** Mission Critical Partners, LLC

**Address:** 690 Gray's Woods Blvd. Suite 100, Port Matilda, PA 16870

**Signature:** *John L. Spearly*

**Representative Name:** John L. Spearly

**Representative Title:** Director of Contract Administration


**Date Signed:** 12/31/2024



# **EXHIBIT F:**

## **Applicable Milwaukee County Policies & Procedures**

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 <h1 style="text-align: center;">Administrative Manual of Operating Procedures</h1>			
Procedure #: <b>15.03</b>	Procedure Title: <b>Contractor Code of Conduct</b>		Revision #: <b>1.0</b>
Original Issue Date: <b>7/15/2024</b>	Revised Issue Date: <b>N/A</b>	Next Review Date: <b>7/15/2026</b>	Responsible Department: <b>DAS – Procurement Division</b>
Statutory References: <b>2 C.F.R. 200.318 through 200.327</b> <b>22 C.F.R. 513.300 through 513.314</b>		Ordinance References: <b>MCO Chapter 9, 32, 34, and 56</b>	
Appendices: <a href="#">Appendix B – Procurement Best Practices for Elected Officials Presentation</a>		Forms: <a href="#">Evaluator Composition Exception Request Form</a> <a href="#">Fraud Reporting Form</a>	

**1. OBJECTIVE:**

To develop a contractor code of conduct for Milwaukee County that reflects the County’s commitment to ethical governance, responsible procurement practices, the advancement of equity in policy and practice, and the effective stewardship of public resources promoting integrity, transparency, equity, and accountability within public procurement activities which advance best-practice government procurement objectives, produce equitable outcomes, and uphold the public trust.

**2. DEFINITIONS:**

- A. Code of Conduct. A set of ethical principles, rules, and guidelines that vendors are required to follow when engaging in business activities, including solicitation activities, with the County of Milwaukee.
- B. Compliance. Adhering to all relevant laws, regulations, policies, and contractual obligations governing the contractor's activities in their interactions with the County of Milwaukee.
- C. Conflict of Interest. Any situation where a contractor's personal, financial, or other interest(s) conflict with their duties or obligations to the County of Milwaukee in a manner that impacts, or appears to impact, the contractor’s ability to meet its duties or obligations to the County of Milwaukee.
- D. Contracting Department. The Milwaukee County Department serving as the contracting entity in a particular agreement.
- E. Contractor/Vendor/Supplier/Provider. Any individual, business, or organization that enters into a contractual agreement or proposes to enter into a contractual agreement with Milwaukee County to provide goods, services, or works.
- F. Debarment. The action taken by the County of Milwaukee to exclude a Contractor/Vendor/Supplier/Provider from participating in procurement activities for a specified period due to violations of the code of conduct, laws, regulations, or contractual obligations.
- G. Department of Administrative Services (DAS). The Milwaukee County Department responsible for conducting a broad range of activities and tasks that support the functioning and organization of all other Milwaukee County Departments. DAS includes the Procurement Division.
- H. Integrity. Acting with honesty, transparency, and accountability in all business dealings and interactions with the County of Milwaukee.

- I. Office of Corporation Counsel. The Office of the Corporation Counsel serves as chief legal counsel to all Milwaukee County departments, offices, boards, commissions, and elected officials. By county ordinance, this office also serves as chief legal counsel to the Milwaukee County Employees Retirement System.
- J. Office of the Comptroller. The Comptroller is the chief financial officer of Milwaukee County and the administrator of the county's financial affairs. The Comptroller shall oversee all of the county's debt and is responsible for countersigning all contracts with the county if they determine that the county has or will have the necessary funds to pay the liability that the county may incur under the contract. No contract is valid until so countersigned.
- K. Procurement Division. A division of Milwaukee County's Department of Administrative Services that supports the mission and objectives of Milwaukee County by facilitating the acquisition of goods, services, and works essential for its operations and service delivery. Through strategic planning, transparent and compliant procurement practices, and effective vendor management, the Procurement Division contributes to the organization's success and ensures accountability, integrity, and value for Milwaukee County taxpayers.
- L. Solicitation Administrator. The individual administering the contracting process. This may be an individual from the Procurement Division or the Contracting Department.
- M. Targeted Business Enterprise (TBE). A for-profit business consisting of a Disadvantaged Business Enterprise (DBE), Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Small Business Enterprise (SBE) firm that must be registered or certified with at least one of the following:
  - DBE certified by the Wisconsin UCP
  - MBE certified as minority-owned business with the State of Wisconsin DOA
  - WBE certified as a women-owned business with the State of Wisconsin DOA
  - SBE registered (by federal size standards, NAICS, and registered in SAM)
  - SBE certified by Milwaukee County
- N. Transparency. Providing clear and accurate information to the County of Milwaukee and stakeholders regarding business operations, pricing, and performance.

### 3. OVERVIEW:

The Milwaukee County Contractor Code of Conduct promotes ethical conduct, transparency, and accountability in Contractor/Vendor/Supplier/Provider relationships.

### 4. PROCEDURE

#### A. Ethical Standards

- i. Integrity and honesty
  - a. Contractor/Vendor/Supplier/Provider Declaration: Upon submission of bid or proposal, Contractor/Vendor/Supplier/Provider must affirm that all statements made within the bid or proposal are true and correct.
  - b. Review and Monitoring: The Procurement Division, Audit Services Division, and Contracting Departments may conduct reviews and audits of contractor activities to ensure integrity and honesty.
- ii. Transparency

- a. Documentation Requirements: Contractor/Vendor/Supplier/Provider are required to maintain records and documentation related to their business transactions with Milwaukee County.
  - b. Open Communication: Contractor/Vendor/Supplier/Provider must establish open lines of communication with county representatives, providing timely and accurate information regarding project status, pricing, and any potential conflicts of interest.
  - c. Public Access: The Procurement Division and/or the Contracting Department ensure that procurement processes and contract details are transparent and accessible to the public by promptly responding to open records requests as well as protests, appeals, and/or requests for debriefs related to solicitations.
- iii. Fair competition
- a. Non-Discrimination: Milwaukee County does not discriminate based on factors such as race, gender, religion, or nationality in the procurement process.
  - b. Competitive Bidding: Procurement opportunities are advertised publicly, allowing for fair and open competition among qualified contractors.
  - c. Conflict Resolution: Milwaukee County provides mechanisms for Contractor/Vendor/Supplier/Provider to raise concerns related to unfair competition, ensuring that grievances are addressed promptly and impartially.
    - 1. Protest procedures are spelled out in Chapters 32 and 110 of the Milwaukee County Ordinances
    - 2. Audit Services Division Hotline: 414-93-FRAUD
- iv. Conflict of interest
- a. Disclosure Requirement: Upon submission of a bid or proposal, the Contractor/Vendor/Supplier/Provider is required to disclose any potential conflicts of interest that may influence their ability to perform contractual obligations impartially.
  - b. Conflict Review Process: The Procurement Division and/or Contracting Department reviews disclosed conflicts of interest to assess their potential impact on contract performance and take appropriate mitigation measures.
  - c. Conflict Management Plan: In cases where conflicts of interest are identified, the Procurement Division and/or Contracting Department implements a conflict management plan to mitigate risks and uphold the integrity of the procurement process.
  - d. Escalation Process: Conflicts of interest should be resolved by the Contract Manager/Solicitation Administrator upon consultation with the Executive Secretary of the Ethics Board, if possible. If conflicts of interest remain unresolved despite the best efforts of those parties, a determination about resolution shall be made by the DAS Director.
- B. Responsibilities of Contractors/Vendors/Suppliers/Providers
- i. Compliance with laws and regulations: Contractor/Vendor/Supplier/Provider generally contractually affirms compliance with relevant laws, regulations, and policies applicable to their obligations with Milwaukee County.

- ii. **Regulatory Monitoring:** Contracting Departments monitor contractor activities and ensure ongoing compliance with laws and regulations throughout the contract term.
  - iii. **Reporting and Investigation:** Contractor/Vendor/Supplier/Provider are required to promptly report any violations or potential non-compliance with laws and regulations to the Procurement Division or the Contracting Department, which takes appropriate action to address the issue. Procurement Division or the Contracting Department will inform the Audit Services Division of received reports.
  - iv. **Contractual Provisions:** Contracts with Milwaukee County include clauses that require contractors to adhere to ethical business practices.
- C. **Responsibilities of Milwaukee County Staff Conducting Procurement Activities**
- i. **Applicability**
    - a. This section shall apply to any Milwaukee County staff whose duties and responsibilities include the awarding or execution of contracts for the purchase of supplies, services, materials, and/or equipment, the construction of public works, and/or the sale or leasing of real estate.
  - ii. **Impartiality and fairness**
    - a. **Conflict of Interest Training:** Individuals performing procurement-related activities must undergo training to recognize and mitigate conflicts of interest that may compromise impartiality and fairness in procurement processes. This includes ethics training required of all employees through the Human Resources Learning and Development system. Procurement provides additional training for evaluation panel members.
    - b. **Fair Evaluation Criteria:** The Solicitation Administrator establishes clear and objective evaluation criteria for assessing solicitations to ensure fairness and consistency.
    - c. **Evaluation Panel Composition:** The Procurement Division forms evaluation panels comprising individuals with diverse expertise and perspectives to minimize bias and promote impartial decision-making. An [Evaluator Composition Exception Request Form](#) must be submitted for instances where an exception request is sought from the Milwaukee County department pursuing an RFP.
    - d. **Evaluation Transparency:** The Procurement Division or Contracting Department ensures transparency in the evaluation process by documenting evaluation criteria, scoring methodologies, and selection rationale, which are made available to all stakeholders upon request.
  - iii. **Conflict of Interest**
    - a. **Declaration and Mitigation:** Milwaukee County employees involved in procurement-related activities including competitive and non-competitive activities are required to disclose any personal or financial interests that may influence decision-making regarding Contractor/Vendor/Supplier/Provider selection or contract award. The Procurement Division works with the Executive Secretary of the Ethics Board to mitigate conflicts of interest among Milwaukee County employees involved in procurement-related activities.
  - iv. **Confidentiality**



- a. Confidentiality Agreement: Milwaukee County employees evaluating bids or proposals must sign confidentiality agreements to protect sensitive information obtained during procurement processes.
- b. Access Controls: Milwaukee County restricts access to confidential procurement information to authorized personnel only and implements access controls to prevent unauthorized disclosure or misuse of data.

D. Anti-Corruption Measures

- i. Prohibition of bribery
  - a. Policy Statement: Milwaukee County contracts require Contractor/Vendor/Supplier/Provider to affirm that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.
  - b. Zero-Tolerance Enforcement: Milwaukee County enforces a zero-tolerance policy for bribery and kickbacks, imposing severe penalties potentially including contract termination, debarment, and/or legal action.
- ii. Gifts and entertainment policy
  - a. Policy Guidelines: Milwaukee County establishes clear guidelines regarding the acceptance of gifts, hospitality, and entertainment by employees to prevent conflicts of interest or undue influence.
  - b. Reporting Requirements: Employees are required to report receipt of gifts, hospitality, or entertainment that may create the appearance of impropriety or compromise their independence and objectivity in decision-making.

E. Reporting Mechanisms

- i. Milwaukee County has whistleblower protection mechanisms to safeguard individuals who report concerns or suspected wrongdoing from retaliation or adverse consequences.
- ii. [Fraud Hotline](#): Milwaukee County Audit Services Division provides a confidential hotline or reporting mechanism for employees, Contractors/Vendor/Supplier/Providers, and stakeholders to report corruption concerns; instances of discrimination or unequal treatment; instances of dishonesty or unethical behavior; violations of the Contractor Code of Conduct; instances of bribery or kickbacks; or any other sensitive matters concerning the County's relationship with its contractors. The hotline accepts anonymous complaints and keeps information confidential to the fullest extent under the law and will refer as needed.
- iii. Investigation Protocol: Milwaukee County Audit Services Division initiates prompt and thorough investigations into reported corruption concerns.
- iv. Follow-Up Actions: Milwaukee County Audit Services Division ensures that appropriate follow-up actions are taken based on the findings of corruption investigations.

F. Debarment Procedures

- i. Grounds for debarment

- a. Identification of Potential Grounds: Milwaukee County employees or other stakeholders may identify potential grounds for debarment, including but not limited to fraud, corruption, serious or repeated non-compliance with contractual obligations, unethical behavior, and repeated violations of the Contractor Code of Conduct.
  - b. Investigation and Evidence Collection: The Procurement Division initiates an investigation into alleged misconduct or non-compliance by the Contractor/Vendor/Supplier/Provider, gathering evidence and documentation to support the grounds for debarment.
  - c. Review and Evaluation: The Procurement Division escalates the findings to a three-person committee appointed by the Procurement Director and consisting of Department Directors or their designee(s) to evaluate the evidence and determine whether the Contractor/Vendor/Supplier/Provider actions meet the criteria for debarment outlined in the Contractor Code of Conduct. The committee shall not include the DAS Director, Corporation Counsel, or Comptroller as such individuals or their designee(s) as their impartiality must be preserved in the event they must advise about or make a final debarment determination as set forth below.
  - d. Notice of Intent to Debar: If sufficient grounds are found, the Contracting Department issues a formal notice of intent to debar to the Contractor/Vendor/Supplier/Provider, outlining the specific allegations and providing an opportunity for the Contractor/Vendor/Supplier/Provider to respond.
- ii. Debarment process and timeline
- a. Response Period: The Contracting Department provides the Contractor/Vendor/Supplier/Provider with a specified period to respond to the notice of intent to debar, during which they may submit written statements, evidence, or arguments in their defense.
  - b. Debarment Decision: After reviewing the contractor's response and considering all relevant factors, a committee consisting of the DAS Director, and Comptroller or designee(s) of such individuals makes a final decision on whether to proceed with debarment as set forth above. The Contractor/Vendor/Supplier/Provider is notified of the decision in writing, specifying the duration of the debarment period.
  - c. Debarment Notification: The Procurement Division posts the notification on its website and notifies relevant stakeholders, including other local government agencies and procurement officials, of the Contractor/Vendor/Supplier/Provider debarment status, ensuring that the Contractor/Vendor/Supplier/Provider is excluded from participating in future procurement opportunities during the debarment period.
  - d. Debarment Period: The debarment period commences on the date specified in the debarment decision and remains in effect for the duration determined by the debarment decision, which may vary depending on the severity of the misconduct or non-compliance.

G. Equal Opportunity and Non-Discrimination

Procedure #: 15.03	Procedure Title: Contractor Code of Conduct	Revision #: 1.0
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- i. Policy Statement: Milwaukee County affirms its commitment to equal opportunity and non-discrimination in all aspects of procurement activities.
- ii. Non-Discrimination Clause: Contracts with Contractor/Vendor/Supplier/Provider include a non-discrimination clause that prohibits discrimination based on race, ethnicity, gender, sexual orientation, religion, disability, or any other protected characteristic.
- iii. Anti-Harassment Clause: Contractors/Vendors/Suppliers/Providers working on Milwaukee County property or on behalf of Milwaukee County are prohibited from engaging in activity that constitutes discrimination, harassment, or bullying. This includes any offensive conduct, offensive speech, or the display of signs, symbols, or objects that are offensive in nature.

H. Monitoring and Review Procedures

- i. Review Planning: Contracting Departments and the Procurement Division conduct periodic reviews of contractor activities, selecting review subjects based on risk assessment, performance metrics, and other relevant factors outlined within an executed contract and or agreement with the Contractor/Vendor/Supplier/Provider.
- ii. Review Execution: Reviewers have access to contractor documentation, records, and operations to verify compliance with contractual terms, applicable laws, regulations, and ethical standards.
- iii. Reporting and Follow-Up: Review findings are documented in reports, identifying areas of non-compliance, deficiencies, or opportunities for improvement, and are reported to the Procurement Division and or the Contracting Department to update the Contractor/Vendor/Supplier/Provider profile accordingly. The Procurement Division or Contracting Department, as applicable, communicates findings to the Contractor/Vendor/Supplier/Provider and initiates corrective actions as necessary to address identified issues.
- iv. The Audit Services Division may conduct performance audits in accordance with generally accepted government auditing standards related to Contractor/Vendor/Supplier/Provider activities on behalf of Milwaukee County.

**5. REVISION HISTORY:**

Rev. #	Summary of Changes	Date of Change	Author
1.0	New procedure	7/15/2024	Procurement Team
1.0	Change as a result of public comment: added anti-harassment clause	7/30/2024	AMOP Admin - US



### Request for Record Check

#### MCJ Access Authorization & Identification Card for Prospective County or Contract Employees

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Maiden Name: \_\_\_\_\_ DOB: \_\_\_\_\_ Sex: \_\_\_\_\_ Race: \_\_\_\_\_

Eyes: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Hair: \_\_\_\_\_

Driver's License #: \_\_\_\_\_ State: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Employer/Department: \_\_\_\_\_ Position Title: \_\_\_\_\_

Ever lived in another state? Yes No If yes, please list: \_\_\_\_\_

#### INFORMATION RELEASE AUTHORIZATION

I authorize any official representative of the Milwaukee County Sheriff's Office Bearing or presenting this release, to obtain information and records, including copies of same if requested, pertaining to me and my personal background whether such information and records are public, private, favorable, unfavorable, or confidential in nature from any or all of the following sources. This release remains effective until you receive signed written instruction to the contrary.

1. Records maintained by any law enforcement agency, including but not limited to, records or arrest and/or conviction, juvenile records, or those relating to traffic violations.
2. Any court, Police Agency, or other location or criminal or misdemeanor records are kept.
3. Any Local, State, or Federal Governmental Agency.

_____	_____
(Applicant Signature)	(Date)

_____	_____
(Officer Signature)	(Date)

For MCSO Staff:

Request: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

If denied, please give reason: \_\_\_\_\_

**MILWAUKEE COUNTY**  
**CRIMINAL JUSTICE INFORMATION SERVICES**  
**SECURITY ADDENDUM**

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

**1.00 Definitions**

**1.01 Contracting Government Agency (CGA)** - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

**1.02 Contractor** - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

**2.00 Responsibilities of the Contracting Government Agency.**

**2.01** The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

**3.00 Responsibilities of the Contractor.**

**3.01** The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

**4.00 Security Violations.**

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION  
CRIMINAL JUSTICE INFORMATION SERVICES  
SECURITY ADDENDUM**

**CERTIFICATION**

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

\_\_\_\_\_  
Printed Name/Signature of Contractor Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name/Signature of Contractor Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization and Title of Contractor Representative



# **WISCONSIN TIME SYSTEM**

**Training Materials**

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## **TIME SYSTEM SECURITY AWARENESS HANDOUT**

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# **System Security**

The TIME/NCIC Systems are criminal justice computer networks that provide access to sensitive and sometimes confidential information, such as driver's license records, criminal history records, wanted person records, etc. This information must be protected from those who would try to gain unauthorized access to the system and those who would use information obtained from the system for unauthorized purposes.

Various agencies have agreed to make their information available to law enforcement and criminal justice agencies via the TIME and NCIC Systems for the specific purpose of facilitating the administration of criminal justice. Any misuse of this information or violation of the understandings and policies of the system jeopardizes the availability of information for all participating agencies.

The FBI's CJIS Security Policy establishes *minimum* information security requirements to protect information sources, transmission, storage, and creation of criminal justice information. The TIME System has adopted the CJIS Security Policy as the TIME System Security Policy. Each agency and user accessing the system is responsible for ensuring the security of the system and criminal justice information.

## **Authorized Personnel**

TIME/NCIC System information is only to be used by *authorized* law enforcement/criminal justice personnel for law enforcement/criminal justice purposes as outlined in the CJIS Security Policy Section 5.12. Authorized personnel are those that have undergone the required fingerprint-based background check, completed security awareness training and appear on the agency's list of authorized personnel.

## **System Usage**

TIME/NCIC System information is *only* to be used by authorized law enforcement/criminal justice personnel for law enforcement/criminal justice purposes. Both conditions must be met. For example, a law enforcement officer may not obtain license plate/vehicle registration information for personal reasons.

Each criminal justice agency authorized to access the TIME/NCIC Systems is required to have a written policy for discipline of policy violators. Misuse of the TIME System or information obtained from it may be a violation of state or federal laws, and violations may subject individuals and agencies to criminal prosecution and/or other penalties. The unauthorized request, receipt, or release of TIME/NCIC System information can and *has* resulted in criminal/civil proceedings.

## **Physical Access & Visitors**

Agencies must control all entrances to the secure area and must verify that an individual qualifies for access before granting admission. Remember, authorized personnel are those that have undergone the required fingerprint-based background check, completed security awareness training and appear on the agency's list of authorized personnel. If a person has not met these requirements, they may only access the secure area if they are escorted by someone who is authorized.

Before granting such a visitor escorted access to the secure location you should verify the visitor's identity. Visitors must be escorted at all times and visitor activity must be monitored.

Personnel should be aware of their surroundings and take steps to ensure unauthorized persons do not access criminal justice information or the TIME/NCIC Systems. This may include challenging or questioning unescorted subjects, verifying credentials of strangers, and/or ensuring visitors and other unauthorized users are not looking over someone's shoulder to get information. Numerous techniques and tools exist to help ensure the security of data. These may include the use of screensavers, screen shields, terminal location and positioning, etc.

Agency personnel should ensure that all people abide by entrance and exit procedures, visitor control, handling procedures, and access control points. Personnel should report violations or suspected violations, including areas that may not be secure.

Using publicly accessible computers to access, process, store or transmit criminal justice information is prohibited. Publicly accessible computers include, but are not limited to hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

### **Logins**

A unique login ID is required for each individual who is authorized to store, process, and/or transmit criminal justice information. This includes all persons who administer and maintain the system/network that accesses and/or transmits TIME/NCIC information. Users are required to uniquely identify themselves before they are allowed to perform any actions on the system.

By logging into and accessing the system and the information contained therein, users are signifying their agreement to abide by all system policies and procedures and acknowledging the possible consequences of misuse of system resources or criminal justice information. *Users should protect their logins and not share them with anyone.* Users are responsible for any and all system activity that happens under their login.

If a user is unable to log in after five (5) consecutive invalid access attempts, their account will be automatically locked for at least ten (10) minutes unless released by an administrator. In addition, the system will initiate a session lock after a maximum of thirty (30) minutes of inactivity. The session lock will remain in effect until the user once again establishes access using appropriate login and authentication. In the interest of officer safety, devices that are part of a criminal justice conveyance, used to perform dispatch functions or designated solely for the purpose of receiving alert notifications and are staffed when in operation and located within a physically secure location are exempt from this requirement.

### **Passwords**

Passwords used to access the TIME/NCIC Systems must meet specific standards to be secure passwords as presented in 5.6.2.1.1 (Basic Password Standards) or 5.6.2.1.2 (Advanced Password Standards) of the CJIS Security Policy.

**Basic Passwords Standards:** Passwords must be at least eight (8) characters, must not be a dictionary word or proper name, and cannot be the same as the user ID. Passwords must expire at least every 90 calendar days and cannot be identical to the previous ten passwords used. Passwords cannot be displayed on screen when entered and must not be transmitted in the clear outside the secure location. *Users should protect their passwords and not share them with anyone.*

**Advanced Password Standards:** Passwords shall be a minimum of twenty (20) characters in length with no additional complexity requirements imposed. Password verifiers shall not permit the use of a stored “hint” for forgotten passwords and/or prompt subscribers to use specific types of information when choosing a password. Verifiers shall maintain a list of “banned passwords” that contains values known to be commonly used, expected, or compromised. Verifiers shall compare the prospective passwords against the “banned passwords” list and reject prospective passwords which are part of the banned password list. Verifiers shall force a password change if there is evidence of authenticator compromise or every 365 days from the last password change. Verifiers shall use approved encryption and an authenticated protected channel when requesting passwords to protect against eavesdropping and Man-in-the-Middle (MitM) attacks. Verifiers shall store passwords in a manner that is resistant to offline attacks by salting and hashing the password using a one-way key derivation function when stored. Verifiers shall protect stored salt and resulting hash values using a password or PIN.

System users should be aware of subjects attempting to obtain computer system access or password/login information by using ‘social engineering’. Social engineering means manipulating people into doing something or divulging confidential information. This may include emails from unknown sources, email attachments containing spyware programs, telephone callers purporting to be from another authorized agency, etc. When in doubt, system users should verify the source or identity behind the email, telephone call, etc. before potentially misusing system resources or providing criminal justice information to unauthorized subjects.

### **Proper Handling of Criminal Justice Information**

Information obtained via the TIME/NCIC systems, whether in paper form or saved digitally, must be stored in a secure area inaccessible to the public.

Criminal justice information obtained from the TIME/NCIC Systems should remain in the secure area unless there is specific authorization and procedures for taking the information out of the secure area. When TIME/NCIC information (paper or digital) is transported outside of the secure areas it must continue to be protected, thus transport of TIME/NCIC information is restricted to authorized personnel.

TIME/NCIC information must be securely disposed of when no longer needed. Destruction of paper information may be accomplished by shredding, incineration, etc. Digital media storing TIME/NCIC information (hard drives, flash drives, CD’s, etc.) must be sanitized or degaussed using approved sanitizing software that ensures a minimal 3-pass wipe. Inoperable digital media should be destroyed (cut up, smashed, shredded, etc.). The disposal or destruction of TIME/NCIC information must be witnessed or carried out by authorized personnel to avoid the possibility of inadvertent release of system information to unauthorized persons.

### **Dissemination of Criminal Justice Information**

Any individual authorized to use the TIME/NCIC System who receives a request for system information from another individual must ensure the person requesting the information is authorized to receive the data. The correct Originating Agency Identifier (ORI) must be used in each transaction to identify the agency receiving the information to ensure the proper level of access for each transaction.

Each data service has its own rules for secondary dissemination of records, which may include requirements for logging, identification of the purpose of the request, and identification of the specific individual receiving the record. Most records may be legitimately disseminated to another criminal justice employee/agency when the purpose of the request is criminal justice related.

Any secondary dissemination of this information must meet state and federal statutes and/or regulations.

Criminal justice information obtained from the TIME/NCIC Systems may not be included in an internet email transmission unless the email is encrypted to the FIPS 140-2 standard. When email contains sensitive information, it should be standard practice to label those items as well.

Voice transmission of criminal justice information (via police radio, cellular phone, etc.) is exempt from the encryption and authentication requirements when an officer determines there is an immediate need for the information in a situation affecting the safety of the officer or the general public, or the information is needed immediately to further an investigation.

Fax transmission of criminal justice information is acceptable with certain encryption specifications. Fax transmission of criminal justice information over a standard phone line is exempt from encryption. If a facsimile server, application or service which implements email-like technology to send CJI to an external physically secure location, encryption requirements for CJI in transit must be met (CJIS Security Policy Section 5.10).

Criminal Justice Information that is introduced into the court system pursuant to a judicial proceeding and that can be released to the public via a public records request is not subject to the CJIS Security Policy.

### **Security Incidents & Response**

A security incident is a violation or possible violation of policy that threatens the confidentiality, integrity or availability of criminal justice information. There has been an increase in the number of accidental or malicious computer attacks against both government and private agencies, regardless of whether the systems are high or low profile.

Indicators of a security incident may include system crashes without a clear reason, new files with novel or strange names appearing, changes in file lengths or modification dates, unexplained poor system performance, etc.

Personnel should know how to report a security incident, who to report an incident to, when to contact that person, and what basic actions to take in case of a suspected

compromise of the system. This may include contacting a supervisor, contacting on-call information technology staff, disconnecting the affected computer from the network, etc.

Agency staff should document any security incidents/possible security incidents, and promptly report incident information to the Crime Information Bureau. Evidence of the security incident may need to be collected and retained to conform to the rules of evidence in case of legal action (either civil or criminal).

Agencies must monitor physical access to the information system to detect and respond to physical security incidents, and wherever feasible the agency shall employ automated mechanisms to make security alert and advisory information available throughout the agency as appropriate.

**Virus/Spam/Spyware & Malicious Code Protection**

To ensure information security, agencies connecting to the TIME/NCIC Systems are required to have in place malicious code protection, virus protection, spam protection and spyware protection. Users should be cautious when downloading internet content or clicking on web-based pop-ups/windows, unknown emails, email attachments or embedded objects. Removable devices such as flash drives, CDs, etc. may also possibly introduce viruses/malware and caution should be used before they are introduced to the system. Follow your agency's policies regarding use of such items.

# **Technical Considerations**

## **Mobile Devices – Handheld Devices, Laptops, etc.**

As digital handheld devices continue to become more integrated into the mobile workforce, security measures must be employed since such devices may be used outside of physically secure locations. Wireless devices, even in physically secure areas, are susceptible to penetration, eavesdropping and malware. Furthermore, compromised or lost wireless devices may introduce risk to the overall security of an agency's network, criminal justice information and/or the TIME/NCIC Systems. The use of digital handheld devices and/or laptops to access TIME/NCIC information is allowed, provided the agency implements the security requirements for such access as outlined in the CJIS Security Policy. This may include mobile device management, advanced authentication, encryption, security-related updates, official use guidance, data at rest encryption, and prevention of data compromise in case of possible loss of the device. The requirement to use or not use advanced authentication is dependent upon the physical, personnel and technical security controls associated with the user location as specified in the CJIS Security Policy.

Personally-owned information systems shall not be authorized to access, process, store or transmit criminal justice information unless the employing agency has established and documented policies and procedures for such use. All devices must be authorized and must meet the requirements set forth by the CJIS Security Policy.

A personal firewall must be employed on all devices that are mobile by design (i.e. laptops, handhelds, personal digital assistants, etc.).

Mobile devices used to access the TIME/NCIC Systems may be agency-owned or personally-owned. Personally-owned equipment used to access the TIME/NCIC Systems or used to access data obtained from those systems must meet all the requirements set forth in the CJIS Security Policy. Agencies wishing to use personally owned devices for system access must first document the specific terms and conditions for such use. Such documentation should consider licensing issues, agency control, security requirements, and sanitization of the device if the owner no longer carries out law enforcement duties, etc.

## **Account Management**

User logins/accounts should be kept current, when a user is terminated, leaves employment or job duties no longer require TIME/NCIC System access the user's system account should be disabled. An agency must validate system accounts at least annually.

User TIME/NCIC accounts will be assigned according to the principle of 'least privilege'. Least privilege means giving a user account only those privileges which are essential to perform assigned duties. Assigned authorizations will control access to the system and system information.

Users may only have one active computer session accessing the TIME/NCIC Systems at a time. Multiple concurrent active sessions for one user are prohibited unless the agency can document a business need for such multiple session access.

### **System Updates**

Malicious code protection, virus protection, spam protection and spyware protection must be in place at critical points throughout the networks and on all workstations, servers, and mobile computing devices on the network. Malicious code protection must be enabled and must include automatic updates for all systems with Internet access. Agencies with systems not connected to the Internet must implement local procedures to ensure malicious code protection is kept current (i.e. most recent definitions update available). Resident scanning must be employed.

Agencies must monitor applications, services, and information systems containing software or components affected by recently announced software flaws and potential vulnerabilities resulting from those flaws. System patches shall be installed in a timely manner.

### **Backup & Storage Procedures**

Agencies must consider the requirements for secure storage of digital media and hardware containing criminal justice information, and ensure that such backup procedures, archiving, and storage, whether centralized or de-centralized (off site) meet the security requirements outlined in the CJIS Security Policy.

## **TIME System Security Awareness Certification Statement**

I certify that I have read and understand the contents of the TIME System Security Awareness handout and agree to follow all TIME/CJIS Systems requirements regarding the proper access to, use of, storage, and disposal of TIME/CJIS System information.

I understand that the criminal justice information made available via the TIME/CJIS Systems is sensitive and has potential for great harm if misused; therefore, access to this information is limited to authorized personnel. I understand that misuse of the TIME/CJIS systems or information received from these systems may subject me to system sanctions/penalties and may also be a violation of state or federal laws, subjecting me to criminal and/or other penalties. Misuse of the TIME/CJIS Systems includes accessing the systems without authorization or exceeding my authorized access level, accessing the systems for an improper purpose, using or disseminating information received from the systems for a non-work related or non-criminal justice purpose, etc.

Your signature: \_\_\_\_\_

Print your name: \_\_\_\_\_

Agency name: \_\_\_\_\_

Date: \_\_\_\_\_





# Information Management Services Division

## Department of Administrative Services

**Title:** Administrative Directive on Acceptable Use  
**Approval:** Chief Information Officer

**Issue Date:** 04/15/2020  
**Supersedes:** 08/24/2018

<b>Contact</b>	<p><b>IMSD Service Desk:</b> Information Management Services Division                  Contact the Service Desk regarding requests, incidents, and approvals.                  Email: <a href="mailto:helpIMSD@milwaukeecountywi.gov">helpIMSD@milwaukeecountywi.gov</a>                  Phone: 414-278-7888</p>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1) <b>County:</b> Milwaukee County Government</li> <li>2) <b>Directive:</b> This Administrative Directive on Acceptable Use.</li> <li>3) <b>IMSD:</b> Department of Administrative Services – Information Management Services Division</li> <li>4) <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”).                         <ul style="list-style-type: none"> <li>o <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>o <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>o <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>o <b>Networks</b> – Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>o <b>Portable Devices</b> – County portable Hardware, including cellphones, tablets and laptops.</li> </ul> </li> <li>5) <b>User:</b> Any person using Information System, including a County employee, vendor, consultant, contractor, vendor, and agent who is authorized to use County Information System.</li> </ol>
<b>Purpose</b>	<p>This Directive sets out acceptable uses of the County’s Information System.</p>
<b>IMSD Principles</b>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to</p>



**Information Management Services Division**  
Department of Administrative Services

	<p>ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p> <p>Any Data or Software created by a User in the scope of or related to the User's work for the County becomes the property of the County upon creation, and must not be copied or shared except to assist the User in the performance of her or his County work.</p>
<b>Accountability and Enforcement</b>	<p>County employees, contract workers or other non-employee Users (including vendors) will be required to acknowledge and sign this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the User's County employment or obligations and may result in discipline up to and including termination of the User's employment or engagement.</p> <p>Failure to comply may also result in denial of access to the Information System.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



**Information Management Services Division**  
 Department of Administrative Services

<p><b>User Procedures and Conduct</b></p>	<p><b>1) The Information System</b></p> <p><b>a) Access</b></p> <ul style="list-style-type: none"> <li>i) Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.</li> <li>ii) Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.</li> <li>iii) Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.</li> <li>iv) Users are accountable for all work, transactions and communications under their usernames and passwords.</li> <li>v) Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.</li> <li>vi) Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.</li> </ul> <p><b>b) Inappropriate Activity</b></p> <ul style="list-style-type: none"> <li>i) Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law.</li> <li>ii) Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.</li> <li>iii) Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see <b>Contact</b> section).</li> </ul> <p><b>c) Software</b></p> <ul style="list-style-type: none"> <li>i) Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.</li> <li>ii) Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.</li> </ul>
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## Information Management Services Division

### Department of Administrative Services

	<p><b>d) Data and Physical Security</b></p> <ul style="list-style-type: none"><li>i) Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non- County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.</li><li>ii) Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Contact section).</li><li>iii) Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.</li><li>iv) Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Contact section).</li><li>v) Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.</li><li>vi) Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see <b>Contact</b> section) to ensure that duplicate copies of the information are securely maintained.</li></ul> <p><b>e) Portable or Mobile Hardware</b></p> <ul style="list-style-type: none"><li>i) Users who have been issued County Portable Hardware (such as smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.</li><li>ii) The theft or loss of any County- or personally owned portable or mobile Hardware (such as smartphones or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see <b>Contact</b> section).</li><li>iii) Users accessing County Information Systems through County-owned or personally owned mobile devices must comply with data protection laws and regulations.</li><li>iv) Any mobile device that is used to conduct Milwaukee County business must be used appropriately, responsibly, and ethically in compliance with this Directive.</li></ul>
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## Information Management Services Division

### Department of Administrative Services

- v) Users using Portable or Mobile Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.
  - vi) Under this Directive, users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.
- 2) Email and Texting, Instant Messaging, Social Media and Internet**
- a) General**
- i) Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.
  - ii) The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on ***Incidental Personal Use***.
- b) Email and Texting**
- i) Users must take care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.
  - ii) Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.
  - iii) Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.
  - iv) Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).
  - v) Users must not use personal email accounts to conduct ANY type of official County business.
  - vi) Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.
- c) Instant Messaging**
- i) Users may access approved instant messaging services only for informal business communication like a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.
  - ii) Users must communicate only with known and trusted correspondents via instant messaging



**Information Management Services Division**  
 Department of Administrative Services

	<p>iii) Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</p> <p><b>3) Internet and Intranet</b></p> <p><b>a) Business Internet Access</b></p> <p>i) When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employee or contractor or vendor and act appropriately at all times.</p> <p>ii) Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.</p> <p>iii) Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.</p> <p>iv) Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.</p> <p>v) Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. <b>Personal photographs, music and video files will be deleted from County servers when found.</b> Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.</p> <p>vi) The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.</p> <p>vii) The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.</p> <p><b>b) Social Media or Networking Sites</b></p> <p>i) Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons should make statements on social media sites on behalf of the County.</p> <p>ii) Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.</p> <p>iii) Interactions on social media or networking sites must comply with all County policies.</p>
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## Information Management Services Division

### Department of Administrative Services

#### 4) Incidental Personal Use

- i) Incidental Personal Use of the Information System consists of **occasional, brief** use of the Information System (including email or Internet) for **short, routine, non-sensitive, non-confidential** communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a quick check of the Internet for weather or news.
- ii) Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.
- iii) Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County.

#### 5) Prohibited Uses

In addition to prohibited activity set out elsewhere, the following are also expressly **prohibited**:

- i) Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.
- ii) Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users may use the Information System for occasional, brief access of online services such as online banking, using the User's personal email and account information.
- iii) Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may not be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts from merchants or teams, etc., or as part of a payment such as PayPal.
- iv) A County email address may not be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes.
- v) Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited.
- vi) Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
- vii) Child pornography is illegal. The use of County technology resources or privately-owned devices that are attached to the County network to store, display, or disseminate pornographic or other sexually explicit content is



**Information Management Services Division**  
 Department of Administrative Services

	<p>strictly prohibited. Any such use must be and will be reported immediately to the Milwaukee County Sheriff's Office and/or the Milwaukee County District Attorney Office.</p>
<p><b>Reporting Violations</b></p>	<p>Users or any other County employees are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to a manager or supervisor include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) attempts to circumvent established computer security systems</li> <li>2) use or suspected use of virus, Trojan horse hacker programs or any other intrusive program</li> <li>3) obtaining or trying to obtain another User's password</li> <li>4) using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules</li> <li>5) illegal conduct of any kind.</li> </ol> <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including termination of user's employment or engagement.</p> <p>Users or employees who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users or employees who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including termination of employment or engagement.</p>
<p><b>Reporting Lost or Stolen Devices</b></p>	<p>All lost, or stolen devices, or devices that have gone missing, must be reported as soon as possible to the IMSD Service Desk (see <b>Contact</b> section) and to your manager or supervisor.</p>





**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**

**ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE OF INFORMATION TECHNOLOGY**

**STATEMENT**

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Acceptable Use of Information Technology and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me access or rights to any of Milwaukee County's technology resources.

I acknowledge that I have read and will comply with this administrative directive.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

*JS*



# Information Management Services Division

Department of Administrative Services

**Title:** Administrative Directive on Remote Network Access

**Issue Date:** 04/15/2020

**Approval:** Chief Information Officer

**Supersedes:** 9/17/2015

<p><b>Definitions:</b></p>	<ul style="list-style-type: none"> <li>• <b>County:</b> Milwaukee County Government</li> <li>• <b>Directive:</b> This Administrative Directive on Remote Network Access</li> <li>• <b>IMSD:</b> Department of Administrative Services – Information Management Services Division</li> <li>• <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”).</li> <li>• <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>• <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>• <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>• <b>Networks:</b> Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>• <b>Portable Devices:</b> County portable Hardware, including cellphones, tablets and laptops.</li> <li>• <b>Remote Access:</b> A secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network.</li> <li>• <b>User:</b> Any person using Information System, including a County employee, consultant, contractor, Vendor, and agent who is authorized to use County Information System.</li> <li>• <b>Vendor:</b> A party in the supply chain that provides goods and services to the County; a third party or independent business partner.</li> </ul>
<p><b>Purpose:</b></p>	<p>This directive defines the requirements for remote access to County networks and systems from outside networks, computers, and agencies.</p> <p>Access to publicly available web services is not considered “remote access” for the purposes of this directive.</p>
<p><b>Requesting Remote Access:</b></p>	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources to which the requestor needs remote access.</p> <p>Access will be granted to these resources only, and all requests for additional remote access must go through the same procedure.</p> <p><u>Remote access for County employees and contractors will be provided using</u></p>



## Information Management Services Division

Department of Administrative Services

	<p><u>County-owned computers with IMSD-approved remote access software. Any exceptions to this directive must have an approved business need (see "Approved Business Need" section below.)</u></p> <p><u>Remote access for vendor users must use a computer that meets IMSD security requirements and uses the IMSD-approved remote access software.</u></p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access: Name, email address, contact phone number, department or company/agency, County resources to be accessed remotely, contract expiration date if this need is based on a support or other contract with a defined end date.</p> <p>Each request will be reviewed by IMSD business analysts to validate the business need and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>
<p><b>Security Requirements:</b></p>	<p>All User accounts for non-County Users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk and provide the reason they are accessing the network. This will be reviewed, and if valid the User account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one-year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A malware protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product is preferably a behavioral analysis malware prevention solution or minimally must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote Users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote Users (including the vendor company representative) are required to</p>



## Information Management Services Division

Department of Administrative Services

	<p>notify the IMSD Service Desk immediately when a User is leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords.</p>
<p><b>Web or Client Based Remote Access Tools:</b></p>	<p>Web or client based remote access tools (examples: LogMeIn, TeamViewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor supported systems. Permission may be denied for remote access to Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.</p>
<p><b>Change Management:</b></p>	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. You are responsible for following this process when connecting to Milwaukee County systems. If you are unfamiliar with this process, please work with the IMSD business analyst for the department you are working for prior to making any changes to systems. If you do not know who this is, please contact the IMSD Service Desk.</p> <p>All exceptions made to the User account disabled rule will require the remote access requestor to read, understand, and sign off on the Milwaukee County change management policy.</p>
<p><b>Approved Business Need:</b></p>	<p>All exceptions to this directive, or any subsections that require an “approved business need”, will be approved by the following process: exception submitted to IMSD business analyst for the requesting department/division, if business analyst agrees, request will then be submitted to Connectivity manager and reviewed, if manager agrees, request will be submitted to County’s Chief Technology Officer for final approval.</p>
<p><b>Contact:</b></p>	<p>IMSD Service Desk at <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> or call 414-278-7888.</p> <p>Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**  
**ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS**

**STATEMENT**

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Remote Network Access and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of the vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me remote network access to Milwaukee County's technology systems.

I acknowledge that I have read and will comply with this administrative directive.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**



# **EXHIBIT G:**

## **Purchasing & Bidding Exception Request Form**

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DEPARTMENT OF  
ADMINISTRATIVE SERVICES  
Procurement Division  
[Procurement@milwaukeecountywi.gov](mailto:Procurement@milwaukeecountywi.gov)  
(414) 223-8100 (Voice), 711 (TRS)

# PURCHASING & BIDDING

## Exception Request Form

**Purpose:** It is the purpose of this purchasing procedure to:

- Provide a uniform and systematic method of purchasing goods and services which maximizes the purchasing value of Milwaukee County.
- Ensure fair, and equitable treatment of all persons who transact business with Milwaukee County.
- Provide increased public confidence in Milwaukee County's public procurement process.

**Scope:** This procedure applies to all County Departments and Divisions and is effective immediately.

**Authority:** This procedure is issued pursuant to the authority of the Procurement Division under [MCCO §32.22\(1\)](#), and [Wis. Stats. §59.52\(1\)\(a\)](#).

**Action:** Any County Department or Division requesting an exemption to competitive procurement processes must complete this form. Please remember to attach your supporting documentation. Forms not fully completed or submitted without supporting documentation will be returned without processing.

Please allow for a minimum of three business days for processing of your request.

### Exception Reasons:

The following purchases are exempt from the requirement of a competitive procurement processes when documented support and approval is maintained by Procurement:

- Cooperative Purchases.** Purchases made through existing contracts or bids established through a competitive selection process by another local, state, or federal governmental agency. [MCCO §32.31: Cooperative Purchasing.](#)
- Discretionary Purchases.** Purchases under a specific dollar value. Departments may make these purchases at their discretion. [MCCO §32.35\(3\): Discretionary Purchases.](#)
- Exception-to-bid purchases.** Purchases which are exempt from competitive award. Departments must



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provide justification and supporting documentation for any exception request. Justification reasons include:

- 3.1. **One-of-a-kind.** The good or service has no available competitive product alternatives.
- 3.2. **Compatibility.** The good or service must match an existing brand of equipment for compatibility. The requestor must demonstrate the benefit of a single-source award based on quantifiable savings to or qualitative impacts on Milwaukee County.
- 3.3. **Replacement Part.** The good is a replacement part for a specific brand of existing equipment.
- 3.4. **Continuity.** The good or service is needed to maintain continuity of service or operations. The requestor must demonstrate the benefit of a single-source award based on quantifiable savings to or qualitative impacts on Milwaukee County.
- 3.5. **Standards.** The good or service must comply with an established Milwaukee County standard.
- 3.6. **Unique Design.** The good or service must meet physical design or quality requirements.
- 3.7. **Delivery Date.** Only one supplier can meet the necessary delivery requirements. Nothing in this justification allows for a shrinking of the competitive environment due to poor planning. The approval of exception-to-bid requests shall be at the discretion of the Director of Procurement or their designated staff.
- 3.8. **Grant.** Funds are provided through a grant which dictates the use of a specific supplier or product.
- 3.9. **Emergencies.** The purchase is needed on an emergency basis to protect property or preserve life/health/welfare of persons.
4. **Other Purchasing Authority.**
  - 4.1. Zoological Purchases under the authority of the Zoological Director. [MCCO §50.02\(1\)](#), [MCCO §50.041\(1\)](#).
  - 4.2. Purchases of County real estate under the authority of Economic Development. [MCCO §32.96](#).
  - 4.3. Construction or Architectural and Engineering goods or services under the authority of AE&ES / Public Works. [Wis. Stats. §59.52\(29\)](#), [MCCO §43](#), [MCCO §44](#)
  - 4.4. Emergency purchases during a declared federal or state emergency under the authority of the Director of the Office of Emergency Management. [Wis. Stats. §323.15\(4\)](#)





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## Basis for Purchasing and Bidding Exception Request:

Select the exception reason(s) that applies to your purchase. You **must** provide supporting documentation to justify your selection. Forms submitted without documentation will be rejected.

- Cooperative Purchase.** This purchase is made through a competitive award issued by an agency or organization that permits cooperative purchasing by Milwaukee County. Supporting documentation must identify the purchasing entity or lead entity, the cooperative contract number, and the commodity or service purchased through the contract. If additional authority is required, such as State of WI approval of the cooperative purchase, proof must be provided that the approval was received.  
[MCCO §32.31: Cooperative Purchasing.](#)
- Discretionary Purchase.** This purchase is under a specific dollar value. Remember: the value of the purchase is taken in the aggregate. Supporting documentation must include a statement from the purchasing division or department indicating a one-time purchase under the threshold. Chaining and contract extensions exceeding these thresholds will be denied. This purchase is:
  - A purchase of goods or non-professional services of ten thousand dollars (\$10,000) or less. [§32.25\(8\)\(a\)\(1\) & \(2\)](#)
  - A public works contract under twenty-five thousand dollars (\$25,000). [MCCO §44.01](#)
  - A purchase of professional services for capital projects of twenty thousand dollars (\$20,000) or less. [MCCO §56.30\(4\)\(a\)\(2\)](#)
  - A purchase of professional services for non-capital projects of fifty thousand dollars (\$50,000) or less. [MCCO §56.30\(5\)\(a\)](#)
  - A purchase of professional services over fifty thousand dollars (\$50,000) but less than one hundred thousand dollars (\$100,000). Supporting documentation must explain the benefits and reasoning not to seek proposals. [MCCO §56.30\(5\)\(a\)\(1\).](#)
- One-of-a-kind:** There are no available competitive alternative supplier that can provide these goods or services. Supporting documentation **must** identify the specific features which make the goods or services unique and what market research you have done to validate that no other contractors can provide these goods or services. If applicable, documentation from supplier **must** also be submitted with this request. Documentation **must** indicate that the supplier owns the copyright/trademark, and they are the **only** source from which Milwaukee County can receive the services being requisitioned.  
[MCCO §32.25\(8\)\(a\)\(1\) & \(2\)](#)



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- Continuity.** The goods or services **must** be provided by this supplier for continuity and quantifiable savings or qualitative impacts can be demonstrated. Includes a supplier returning to complete or modify a previously begun project. Supporting documentation **must** identify the supplier's history in the County and demonstrate how savings are achieved and/or what qualitative impacts would occur.  
[MCCO §32.25\(8\)\(a\)\(1\) & \(2\)](#)
- Standard.** The services provided by this supplier comply with an established Milwaukee County standard. Supporting documentation **must** identify the standard and how use of this supplier complies with the standard.  
[MCCO §32.25\(8\)\(c\)](#)
- Unique Design:** The services or goods **must** meet quality requirements. Supporting documentation **must** identify the quality requirement and how use of this contractor complies with the requirement.  
[MCCO §32.25\(8\)\(b\)](#)
- Delivery Date.** The supplier is the **only** supplier that can meet the necessary delivery requirements. May not be used to justify poor planning. Supporting documentation **must** identify the other suppliers consulted.  
[MCCO §32.25\(8\)\(c\)](#)
- Grant.** The purchase is grant funded and the grant dictates that a particular supplier or product is used. Grants are administered by the Office of Strategy, Budget, and Performance through the Project Management Office ([refer to AMOP Ch. 11 for more information](#)). Complete the following information and provide, at a minimum: Form 11.01 – Grant Intent Form submitted to SPB: Grants; a copy of the grant application, including narratives; and a copy of the grant’s notice of award, obligations, and any terms and conditions of the grant.

<b>Grant Name:</b>	
<b>Project Name and #:</b>	
<b>Dollar Value:</b>	
<b>Grantor Name:</b>	
<b>Grantee Name:</b>	
<b>Board Approval File #:</b>	



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- Emergency Purchase:** The purchase is needed to respond to an emergency **other than** a disaster or state of emergency declared by the State of Wisconsin or Federal Government. This purchase is:
  - A purchase of professional services over fifty thousand dollars (\$50,000) needed to preserve property or protect life, health, or welfare of persons. May not be used to justify poor planning. Supporting documentation **must** identify the emergency and **must** be submitted within forty-eight (48) hours of the initial emergency action.  
[MCCO §56.30\(5\)\(a\)\(2\)](#)
  - A purchase of goods or non-professional services needed to preserve property or protect life, health, or welfare of persons. May not be used to justify poor planning. Supporting documentation **must** identify the emergency.
  - A public works contract to repair or reconstruct public facilities when damage or threatened damage creates an emergency in which the public health or welfare of the County is endangered.  
[MCCO §44.01\(b\)](#), [Wis. Stats. §59.52\(29\)\(b\)](#)
- Emergency or Disaster Response Exemption.** This purchase is made under the authority of the Director of the Office of Emergency Management during a declared disaster or state of emergency issued by the State of Wisconsin or Federal Government following [Wis. Stats. §323.15\(4\)](#) regarding purchase powers established during an emergency. Supporting documentation must include the disaster or emergency declaration and its effective dates, and this form must be signed by the Director of OEM.
- Zoological Exemption.** This purchase is:
  - A purchase of animals for exhibit. [MCCO §50.02\(1\)](#), [MCCO §50.041\(1\)](#).
  - A purchase using the Zoo Railroad Fund to operate or maintain the railroad or zoomobiles. [MCCO §50.041\(1\)](#).
  - A purchase using the Zoo Specimen Fund to benefit or improve the zoo. [MCCO §50.041\(1\)](#).
  - A purchase using the Zoo Specimen Fund for staff education and development. [MCCO §50.041\(1\)](#).
  - A purchase using the Conservation and Research Program Fund for conservation, research, green practices, and the overall benefit of the zoo. [MCCO §50.041\(1\)](#).
- County Real Estate Exemption.** A purchase of County real estate. [MCCO §32.96](#).



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- Public Works Exemption.** This purchase is:
  - A public works contract pursuant to [Wis. Stats. §59.52\(29\)](#) and following bid or RFP requirements outlined in [MCCO §43](#) and [MCCO §44](#) and administered by DAS – FMD, AE&ES.
  - A contract for a public works construction project where the director of public works or his/her designee has recommended, and the procurement director or his or her designee has agreed in writing, that the procurement director or his or her designee shall negotiate for the purpose of services, supplies, materials, or equipment needed for such project.



**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
 Procurement Division  
[Procurement@milwaukeecountywi.gov](mailto:Procurement@milwaukeecountywi.gov)  
 (414) 223-8100 (Voice), 711 (TRS)

## DEPARTMENT EXCEPTION REQUEST FORM

### Supplier Information

<b>Supplier Name:</b>	MISSION CRITICAL PARTNERS	<b>INFOR Supplier Number*:</b>	
<b>Contact Name:</b>	BUDDY HICKS	<b>Contact Title:</b>	CLIENT SERVICES DIRECTOR
<b>Contact Phone:</b>	888-862-7911	<b>Contact E-mail:</b>	BUDDYHICKS@MISSIONCRITICALPARTNERS.COM

### Contract / Purchase Information

<b>Annual Purchase Amount:</b>	0	<b>Total Purchase Amount:</b>	149,248
<b>Agency / High Org #:</b>	480	<b>Account / Low Org #:</b>	4801
<b>Est. Contract Start Date:</b>		<b>Est. Contract End Date:</b>	
<b>Cooperative Contract?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>If yes, Coop Contract #:</b>	HP21A25
<b>Cooperative Entity Name:</b>	HGAC	<b>Link to Contract Docs:</b>	<a href="https://www.hgacbuy.org/products-and-services/view-product?pr">https://www.hgacbuy.org/products-and-services/view-product?pr</a>

**Detailed Scope of Services\*\*:**

This project is currently included in our capital request, and we would like to proceed with utilizing an unexpected funding surplus to move forward sooner than originally planned. The findings from this initiative will allow us to assess our existing system, explore market innovations, and foster increased collaboration with surrounding communities.

We have identified a consultant and received a quote. The reasons for selecting this consultant are as follows:  
 Fresh perspective and unbiased viewpoint – Being new to the area, this consultant brings a fresh, objective perspective that is not influenced by local dynamics, prior engagements, or relationships with local agencies.

Limited local options – There are very few reputable agencies that specialize in this type of work, making it essential to carefully choose a consultant with the expertise we need.

Avoiding influence of prior relationships – One consultant, Wilborne, has previously been engaged by the City of Milwaukee, and another, the Wisconsin Policy Forum, has worked extensively with both the City and the County. While their work has been satisfactory, we are seeking new insights and impartiality, free from the influence of past collaborations.

These factors make this consultant the best fit for achieving the project’s goals.




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 (414) 223-8100 (Voice), 711 (TRS)

**DEPARTMENT EXCEPTION REQUEST FORM**

Supporting Documentation***:	Use the paperclip to attach your supporting documentation in this area.	
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**Department Information**

Requesting Department:	EMERGENCY MANAGEMENT		
Division (if applicable):			
Contact Name:	Kinnyetta Patterson	Contact Phone:	414-405-0050
Contact Title:	911 DIRECTOR	Contact E-mail:	kinnyetta.patterson@milwaukeecountywi.gov

I,  Cassandra Libal Director

Department Head of the Requesting Department, reviewed and approved this request on

\_\_\_\_\_ 12/10/2024 \_\_\_\_\_

\*If available. If not available, please leave blank.

\*\*Describe the goods or services you are purchasing. Please provide enough detail to allow CBDP and Procurement staff to understand and evaluate your request. For example, if purchasing goods, identify the goods purchased (face masks), the required specification of those goods (KN95 or higher masks), the reason for the request (to replenish mask stock for employees of the HOC) and any other important information.

\*\*\*Please attach supporting documentation related to your request. This information may include things like a Vendor's or Supplier's quote, grant documents, identification of an emergency need, evidence of a purchase from exempt funds, such as the Zoo's Specimen Fund, etc.



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(414) 223-8100 (Voice), 711 (TRS)

## COMMUNITY BUSINESS DEVELOPMENT PARTNERS (CBDP) DETERMINATION

Determination:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Declined	<input type="checkbox"/> Additional Info Needed
----------------	--	-----------------------------------	---

TBE Recommendation:  
no goal recommended

Comments:

CBDP Signature:	<i>Lamont Robinson</i>	Date:	12/11/2024
Name:	Lamont Robinson	Title:	Director, OEI



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**ADMINISTRATIVE SERVICES**  
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**PROCUREMENT DETERMINATION**

Determination:	<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Declined	<input type="checkbox"/> Additional Info Needed
----------------	--	-----------------------------------	---

If rejected, reasoning:

- Requestor has not met burden of proof demonstrating that competitive vendors do not exist.
- Requestor has not provided evidence of an applicable cooperative contract.
- Discretionary purchase threshold is exceeded. Aggregate dollar value of the purchase is \$\_\_\_\_\_.
- Requestor’s submitted grant documentation does not dictate a specific supplier or product.
- Requestor has not met burden of proof demonstrating an applicable emergency.
- Emergency or Disaster declaration is not currently in effect.
- Other Purchasing Authority (Zoological, County Real Estate, Public Works) was claimed, but is not applicable to this request.
- Other:

Comments:

Procurement Signature:	<i>Regina Flores</i>	Date:	12/13/2024
Name:	Regina Flores	Title:	Director, Procurement



<b>CONTRACT FORM</b> 1684 R9		Hover over the red triangles below for help	<b>INFOR CONTRACT NUMBER</b>
			3517
<b>CONTRACT TYPE</b> (select one)	<b>CONTRACT CLASSIFICATION (AGENCY)</b> (select one)		<b>DEPARTMENT'S INTERNAL CONTRACT NUMBER</b> if applicable
PROFESSIONAL SERVICES	480 EMERGENCY MANAGEMENT		Bonfire 204411

**A professional services contractor shall not perform any work unless or until all appropriate officials have signed a written contract.**

Will all signers fully sign this contract before work is performed?  YES  NO

*If responding NO, please provide supporting documentation.*

**Did you obtain Board approval or passive review to enter into this contract or amendment or extension? Select one:**

<input type="checkbox"/>	If yes, attach and list Legistar File: _____	Date Approved or Reviewed: _____
<input type="checkbox"/>	If yes, attach and list Mental Health Board Agenda Item: _____	Date Approved or Reviewed: _____
<input type="checkbox"/> NO	If no, why is Board approval not required? _____ Contract for services with a value less than \$100,000 only using funds from an adopted budget year (and not part of a group of contracts with an aggregate value exceeding \$300,000).	

<b>SUPPLIER NAME</b>	<b>SUPPLIER NUMBER</b>
MISSION CRITICAL PARTNERS	6102
<b>VENDOR NAME</b>	<b>VENDOR NUMBER</b>
MISSION CRITICAL PARTNERS	104034
<b>CONTRACT NAME</b>	<b>CHARACTERS</b>
2024-2025 - Professional Services Agreement - CAD System Capacity and Consolidation Feasibility Study for OEM 911 Services	122

**DESCRIPTION** (If applicable, preface with Amendment \_ to) Year - Contract label - for (summarize scope of services) - Further summarize the scope. Summarize actions taken by any amendment. DocuSign Envelope \_



Professional Services Agreement to conduct an assessment of the County's existing Computer Aided Dispatch ("CAD") system, explore market innovations, and foster increased collaboration with surrounding communities to provide recommendations regarding the feasibility of consolidation of Public Safety Answering Point ("PSAP") services based on both the current and potential future environments as further described in the Contractor's Statement of Work (Exhibit B). The Office of Emergency Management ("OEM") is including proposed Project WQ0212 911 CAD Replacement - OEM in its 2026 capital budget request, but OEM asks to utilize an unexpected operating budget surplus to conduct this study sooner than originally planned. County shall pay contract in phases in arrears based on work performed at established rates. Original obligation is \$99,999.99 with additional \$48,249.00 expected for the second half of the project following Board review (estimated Jan-Feb 2025). Optional services may be purchased but would require amendment and encumbrance. DocuSign ID: 3a50adfe-b8ab-49c4-8576-ab5b4bd7318b

EFFECTIVE DATES:		LENGTH OF CONTRACT	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
Effective Date	Expiration Date	(IN MONTHS)		
12/20/2024	12/31/2025	13 MONTHS		\$ 149,248.00

**ACCOUNTING INFORMATION**

Year to be Encumbered or earned	Line No.	Agency	Org.	Account	Activity	Function	Reporting Category	Project / Job / Grant	Fund	Item Description	Amount to be Encumbered or Earned
2024	1	480	4801	60116					10001	ORIGINAL ENCUMBRANCE - PHASES 1 & 2	\$99,999.99
2024	1	480	4801	60116					10001	SECOND ENCUMBRANCE - PHASES 3 & 4	\$49,248.01

**If a Grant or Revenue Contract: COUNTY MATCH/RESPONSIBILITIES**

 Lael MacLellan	12/31/2024	Manager - Contracts
<b>Prepared By</b>	<b>Date Prepared or Corrected</b>	<b>Title</b>
 Christopher McGowan	12/31/2024	Deputy Director
<b>Signature of person with signature card authority to commit these funds</b>	<b>Date</b>	<b>Title</b>

*If this contract commits funds from multiple areas and if the signer above does not have authority for all areas, then request an additional signature of an authorized signer below.*

<b>Signature of person with signature card authority to commit these funds</b>	<b>Date</b>	<b>Title</b>
--	-------------	--------------

The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided.

Print this page as a pdf. Upload the pdf to the DocuSign envelope that contains your contract or amendment.  
Use DocuSign to obtain the Signature of the person with signature card authority to sign contracts that commit these funds.

## Certificate Of Completion

Envelope Id: 79F9DCDB-83BC-41D7-9FD3-F44F061A76AE

Status: Completed

Subject: URGENT!!! 2024-2025 - Mission Critical Partners - PSA for CAD System Analysis Consulting - OEM

Source Envelope:

Document Pages: 161

Signatures: 13

Envelope Originator:

Certificate Pages: 6

Initials: 14

Lael MacLellan

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

Lael.MacLellan@milwaukeecountywi.gov

IP Address: 204.194.251.3

## Record Tracking

Status: Original

Holder: Lael MacLellan

Location: DocuSign

12/31/2024 3:37:25 PM

Lael.MacLellan@milwaukeecountywi.gov

## Signer Events

### Signature

### Timestamp

Lael MacLellan

lael.maclellan@milwaukeecountywi.gov

Manager - Contracts

Milwaukee County

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image  
Using IP Address: 204.194.251.3

Sent: 12/31/2024 3:52:10 PM

Viewed: 12/31/2024 3:52:28 PM

Signed: 12/31/2024 3:52:39 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William Davidson

William.Davidson@milwaukeecountywi.gov

Signing Group: Corporation Counsel

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style  
Using IP Address: 204.194.251.5

Sent: 12/31/2024 3:52:11 PM

Viewed: 12/31/2024 4:28:08 PM

Signed: 12/31/2024 4:28:18 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christopher McGowan

Christopher.McGowan@milwaukeecountywi.gov

Deputy Director

Milwaukee County Office of Emergency

Management

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image  
Using IP Address: 204.194.251.3

Sent: 12/31/2024 3:52:12 PM

Viewed: 12/31/2024 3:58:22 PM

Signed: 12/31/2024 3:59:43 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

County Executive David Crowley

David.Crowley@milwaukeecountywi.gov

Milwaukee County Executive

Milwaukee County

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image  
Using IP Address: 174.199.100.79  
Signed using mobile

Sent: 12/31/2024 3:52:13 PM

Viewed: 12/31/2024 5:53:25 PM

Signed: 12/31/2024 5:53:54 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Lamont Robinson lamont.robinson@milwaukeecountywi.gov Director, OEI Milwaukee County Signing Group: Office of Economic Inclusion Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 3/11/2022 1:45:06 PM ID: be35eacc-f2fa-4b7c-8e88-b25355c2d517</p>	<p><i>Lamont Robinson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 12/31/2024 3:52:13 PM Viewed: 12/31/2024 4:08:00 PM Signed: 12/31/2024 4:08:20 PM</p>
<p>Michelle Nate axreview@milwaukeecountywi.gov Deputy Comptroller Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle Nate</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	<p>Sent: 12/31/2024 4:46:31 PM Viewed: 12/31/2024 5:15:08 PM Signed: 12/31/2024 5:15:23 PM</p>
<p>Adam J. Abelson Adam.Abelson@milwaukeecountywi.gov Director of Risk Management Signing Group: Risk Management Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Adam J. Abelson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 12/31/2024 3:52:15 PM Viewed: 12/31/2024 4:29:29 PM Signed: 12/31/2024 4:29:37 PM</p>
<p>John L. Spearly johnspearly@missioncriticalpartners.com Director of Contract Administration Mission Critical Partners, LLC Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/31/2024 5:07:26 PM ID: f30bafa5-bc3f-4df5-b05d-63562ba7d788</p>	<p><i>John L. Spearly</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 71.58.211.0</p>	<p>Sent: 12/31/2024 3:52:17 PM Viewed: 12/31/2024 5:07:26 PM Signed: 12/31/2024 5:32:53 PM</p>
<p>William Davidson William.Davidson@milwaukeecountywi.gov Signing Group: Corporation Counsel Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>William Davidson</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5</p>	<p>Sent: 12/31/2024 5:54:00 PM Viewed: 12/31/2024 6:51:39 PM Signed: 12/31/2024 6:51:44 PM</p>

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>

Carbon Copy Events	Status	Timestamp
Comptroller comptrollersignature@milwaukeecountywi.gov Comptroller Milwaukee County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/31/2024 4:46:33 PM
Joseph Lamers Joseph.Lamers@milwaukeecountywi.gov Director, Milwaukee County Office of Strategy, Budget and Performance Milwaukee County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/31/2024 6:51:49 PM
Procurement procurementapprovalrequest@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 12/31/2024 6:51:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/31/2024 3:52:17 PM
Certified Delivered	Security Checked	12/31/2024 6:51:39 PM
Signing Complete	Security Checked	12/31/2024 6:51:44 PM
Completed	Security Checked	12/31/2024 6:51:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **CONSUMER DISCLOSURE**

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wisconsin Milwaukee County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [plee@milwcnty.com](mailto:plee@milwcnty.com)

**To advise Wisconsin Milwaukee County of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [plee@milwcnty.com](mailto:plee@milwcnty.com) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
-----------------------------------

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.