

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Mission Critical Partners, LLC (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Deputy Chief Garrett Huff at phone number (805) 681-5501 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Darrin Reilly, President and CEO, at phone number (888) 862-7911 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Garrett Huff, Deputy Chief
Santa Barbara County Fire Department
4410 Cathedral Oaks Rd
Santa Barbara, CA 93110

To CONTRACTOR: Darrin Reilly, President and CEO
Mission Critical Partners, LLC
690 Grays Wood Blvd, Suite 100
Port Matilda, PA 16870

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR commenced performance on May 29, 2024 and shall end performance upon completion, but no later than February 28, 2025 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

Unless otherwise provided in writing, 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 CONTRACTOR or its affiliates independent of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by

COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

41311


//
//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Mission Critical Partners, LLC.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Steve Lavagnino, Chair
Board of Supervisors

Date: 9-17-24

RECOMMENDED FOR APPROVAL:

Fire Department

Signed by:
By: 
043A04E03CDE490...
Department Head

CONTRACTOR:

Mission Critical Partners, LLC

DocuSigned by:
By: 
59086D6F15F0470...
Authorized Representative

Name: John Spearly
Director of Contract
Title: Administration

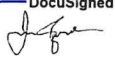
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

Signed by:
By: 
0AC66B8DE46F483...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: 
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
By: 
05F555F00269466...
Risk Management



EXHIBIT A: Proposal

General Consulting Services

August 19, 2024

County of Santa Barbara, California

M
MissionCriticalPartners

Table of Contents

Introduction Letter1

Putting our Clients’ Missions First2

MCP’s Areas of Specialization4

Statement of Services10

 Scope of Work11

 Task 1: New Facility Implementation Plan Development..... 11

 Task 2: Facility and Operations Cutover Support 12

 Task 3: Next Generation 911 Support 13

 Task 4: Accelerated Implementation Planning of Ambulance Transport Provisions and Execution Support..... 14

 Task 5: General Consulting 16

 Project Expectations and Assumptions..... 16

 Timeline Summary 16

Project Team.....18

 Project Team and Assigned Subject Matter Experts19

 Organizational Chart20

 Resumes20

Pricing26

 Pricing Assumptions27

Appendix A: The Public Safety Ecosystem and MCP Service Offerings.....30

Introduction Letter

August 19, 2024

Garrett Huff, Deputy Fire Chief
Santa Barbara County Fire
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

Re: General Consulting Services

Deputy Fire Chief Huff:

Mission Critical Partners, LLC (MCP) is pleased to provide a proposal for professional services support for emergency communications and systems related services to the County of Santa Barbara (County) Fire Department (SBFD).

The intent of this proposal is to detail specific tasks we intend to provide to achieve a successful and safe implementation of existing public safety communications under a new operational platform using new technology and equipment. Each task under the Statement of Work (SOW) is detailed at a high-level, offering proposed deliverables, a timeline, and estimated pricing. As MCP is already engaged with the SBFD, this proposal allows the County to refine the details of each task to ensure alignment with the SBFD needs while MCP may already be addressing tasks in their beginning stages of development. MCP submits these tasks with the intention of maintaining our current level of effort with the County without having to experience a work stop while the project is on a critical path towards implementation. Continuity of the project will foster confidence and trust between all County fire employees and the County fire's public safety partners.

In the following pages, you will see that MCP developed five tasks, that we have identified over the past two months that will bring the implementation team together as all members strive towards cutover. The first five tasks are time sensitive, which include:

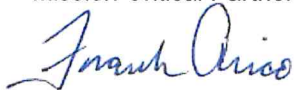
- - New facility implementation plan development
- - Facilities and operations cutover support
- - Next Generation 911 (NG911) support
- - Accelerated implementation planning of ambulance transport provisions and execution support
- - General consulting including a focus on overall project management, IT and GIS

MCP is prepared to continue to serve the County by assisting you with achieving optimal delivery of emergency communications services. If you have any questions regarding the information submitted, please contact me at 224.760.8874 or FrankArico@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind the County of Santa Barbara Fire Department to serve as your partner and advocate.

Sincerely,

Mission Critical Partners, LLC



Frank Arico
Regional Director, Client Services

M Mission Critical Partners



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

48 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
Consultative & 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.

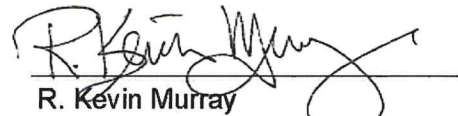
Our Commitment to Our Clients

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.

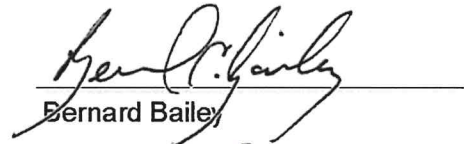
Board of Directors



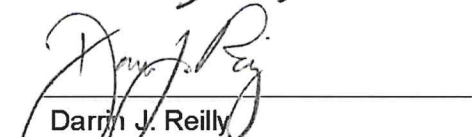
R. Kevin Murray



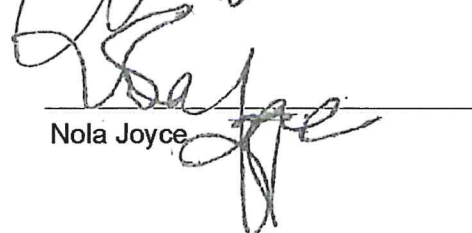
Robert Chefitz



Bernard Bailey



Darrin J. Reilly



Nola Joyce

MCP's Areas of Specialization

Mission Critical Partners is a comprehensive professional services firm rather than an organization with a single focus or specialization. Our areas of specialization are driven by subject-matter experts in each of their respective fields – in other words, our specialization is in all areas of public safety – from operations to technology.

Our planning, design, and implementation services span all aspects of mission-critical communications.

Executive Consulting Services



MCP partners with clients to develop customized technical and operational solutions for public safety communications—because the mission matters.

Our staff has extensive experience serving in the public sector and public safety management roles. We draw on our real-world experience when advocating for our clients. Through first-hand experience, we have earned a reputation for being accountable, prudent, persistent, progressive and reliable problem solvers and innovators.

We provide services that are initiated at a strategic level. An integral part of our executive-level consulting is providing master planning services. Our team of policy specialists collaborates with clients to create comprehensive plans that help direct decision-making in the public safety sector. When developing a strategic plan, MCP incorporates master planning, organizational structuring, hiring assistance, fiscal planning, operations and technology and policy solutions.

We first seek to gather insights into our client's unique organization. We then apply these insights with our deep industry experience to formulate a strategy designed to serve as a guide to our client's future. We focus on combining a comprehensive yet tactical approach that addresses every element of the client's sphere of influence. Our team directs its collective energy on understanding the full scope of the client's responsibilities and objectives. We uncover the unique challenges that stand in the way of achieving success. Our goal is to mitigate those challenges by leveraging policy, technology, fiscal and human assets to develop a sustainable solution.

Our clients are responsible for delivering reliable service 24 hours a day, seven days a week to emergency responders and the public while operating with limited resources. In recognition of the need to achieve more with less, we aim to put the client in a position to do more with more. This means structuring organizations, programs and projects for available grant funding through policy development, technology and appropriate fiscal planning.

Wireless Communications Services



Our radio experts bring an average of 25 years of experience to every project and have supported large municipal radio system implementations in ten of the top Metropolitan Statistical Areas. One hundred percent of our experts have hands-on experience using two-way radios. MCP's leadership and support for your project means that your new system will boost coverage and capacity, exceed the needs of the user community and create maximum value.

Our team approaches your project with only one task in mind—helping you achieve your goals. This is accomplished through our unique approach that determines your operational requirements and designs a radio network around your needs and budget. Many agencies face constraints because of the design and operation of their radio network. The network should serve public safety users, as well as be another tool to keep our emergency responders and communities safe. The protection of life and property begins with a single dispatch. From there, the radio system is the link that connects and delivers your response and services to your citizens. It is far too important to trust to anyone other than your partner, your advocate, and your agent for innovative solutions—because the mission matters. Our professionals work tirelessly to provide the necessary guidance for our clients to evolve to a radio communications system that is capable, reliable and affordable—custom designed for their needs and budgets. Offerings include but are not limited to, operational and technical assessments, procurement support, Federal Communications Commission (FCC) licensing, performance acceptance testing and First Responder Network Authority (FirstNet) support.

Network 911 Services



Our professionals have extensive experience with planning, designing, procuring, negotiating and implementing all Next Generation 911 (NG911) call delivery and processing elements. The public safety answering point (PSAP) environment will continually evolve with new technologies, processes and expectations. MCP's goal is to help our clients implement resilient, effective and future-focused solutions that enhance emergency response and result in better outcomes for public safety—because the mission matters.

The MCP approach considers funding models, system lifecycle analysis, objectives, incident processing, network resources and governance opportunities to establish a thorough understanding of a client's unique PSAP environment.

Our NG911 experts have extensive experience with incident processing in the PSAP, as well as incident dispatch and data management. MCP can develop a comprehensive master plan for the agency or region and a conceptual design for NG911 deployment. The master plan assesses all options and ensures timely deployment by incrementally upgrading technology and recommending policy, funding and governance modifications. Our offerings include but are not limited to, master planning and design and procurement support for a wide variety of communications networks, including Internet Protocol (IP)-based networks, such as Emergency Services IP Networks (ESInets).

Operations and Facilities Services



When everything you do is considered mission-critical, you require reliable systems to meet the demands of your always-on operation. Our planning, designing and integration services improve the return on your technology investments while delivering project success. And our project management expertise helps you complete your initiatives on time and on budget.

MCP is passionate about creating environments, processes and systems that enable our clients to experience greater success. We do this by bringing innovative ideas to every project with the end goal of improving your operations. Our application expertise spans all aspects of public safety communications, including emergency services studies, computer-aided dispatch (CAD), logging, records management systems (RMS), geographic information systems (GIS), mobile data and more. We believe that the way in which these applications combine with other systems and your agency's unique organization is fundamental to success. Our specialized team of experts work shoulder to shoulder with our clients to align requirements with their goals to implement the best possible solution.

Our operations and facilities services include operations consulting, technology procurement and implementation, shared services and consolidation, strategic and executive-level consulting, facility planning services, and professional development and mentoring.

Shared Services and Consolidation



In today's market, everyone is asking, "How can we do more with less?" Communications centers are impacted by this question as budgets become tighter, technology matures, operational demands become more complex, and training needs increase. Many are finding that consolidation is a solution to consider. The MCP team has extensive experience with consolidation efforts in past public-sector roles and as consultants.

We recognize that elected and public safety leaders strive to provide the most effective and efficient emergency response system possible. Ultimately, the delivery of quality life-safety services is the achievable objective. We develop a collaborative approach with our clients to assess the opportunity for operational and administrative efficiencies through potential consolidation, colocation or organizational change. Our professionals use an impartial and even-handed approach that has a proven track record of success.

Today's economic realities require a thorough program analysis to define a future path to economizing while effectively delivering service. Appropriately applied consolidation or colocation can achieve operational efficiencies through systemic interoperability via staffing, scheduling, technology, training and reduction in system costs.

We appreciate the necessary balance required of seemingly competing objectives with operations, organizational, technology, fiscal, human resources and governance issues. The variables and constraints associated with each are carefully weighed to develop an approach with a lasting solution. MCP is sensitive to the sense of ownership and loyalty each community and agency has with a local communications center. We honor the history of service while providing an independent view of how the community is best served by

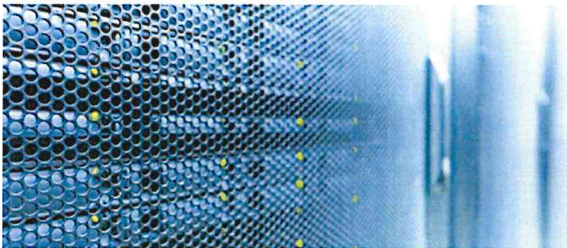
advancing to the future. To ensure a comprehensive yet smooth transition, we provide migration assistance and help address the challenges inherent in combining organization, facility, technology and operational resources.

Facility and Technology Design and Integration

MCP is well-versed in the requirements of mission-critical facility architectural and engineering design, and we are highly qualified to manage the many complexities that arise with each building project. We also apply our understanding of all elements of the facility construction—including site selection and development and implementation of electrical, mechanical, structural, security and other technology systems—to coordinate systems installation, acceptance, training and operational transition.

The focus of every project is to optimize the functional use of the space for operational integrity. We work closely with the client to develop technology solutions, migration schedules and a forward-looking operations floor layout that scales as each client's needs grow. Our team has a profound passion for results, an indefatigable work ethic, and a proven record of success; we utilize industry-leading intellectual capital to provide highly responsive, customized solutions and strategies for our clients.

Network and IT Support Services



We help our clients increase the reliability of their network and IT environment long after implementation. Our holistic IT and network support solution helps our clients realize significant IT cost savings while remaining confident that their systems are running at peak performance, protected by unplanned network outages.

Clients partner with us so that they can focus on the strategic aspects of managing their public safety operations while we provide expanded continuity, capacity, and

capability. We provide solutions that achieve our clients' goals, not their vendors, by applying a technology-independent approach.

With MCP's help maintaining their network environment, our clients have greater confidence that their IT infrastructure and related systems are running smoothly. Our objective is to help our clients derive a greater return from their maintenance investments while reducing their operating expenses. We provide a broad portfolio of assessment, monitoring, and support solutions that improve network reliability and provide agencies with a greater pulse on their IP network and IT enterprise.

| IT Network and Support Solutions | Network Management and Monitoring Solutions | Cybersecurity Solutions | Additional Offerings |
|---|---|--|--|
| Mission-Critical NetInform® NetInform Discover discovery and reporting NetInform Assessment enterprise IT network | Mission-Critical NetPulse® NetPulse Essential 24x7 network management NetPulse Advanced 24x7 network monitoring | NetInform Secure security assessments NetPulse Secure security monitoring | On-request services IT helpdesk services Integrated vendor support services |

These support solutions can provide a holistic, end-to-end view into an agency’s entire network and supporting infrastructure with support available for the following networks and applications:

- CAD Systems
- Call-Handling Equipment (CHE)
- RMS
- Microwave and Fiber Optic Backhaul Systems
- ESInets
- Telephony
- 911 and Administrative Networks
- Environmental Site Networks

Data Integration Services

In the courts, justice and public safety arena, the business environment includes vendors, suppliers, partners, community, private organizations, and various government agencies. MCP's Data Integration Services team specializes in the planning and implementation of complex data exchange and integration projects for the criminal justice market. Our successes include integration initiatives that span all major entities within the criminal justice community, including:

- Law Enforcement
- Courts
- State Bureaus of Investigation
- Social Services
- Prosecution
- Probation
- Human and Health Services
- Department of Motor Vehicles
- Public Defenders
- Adult/Juvenile Corrections
- Child Support

We've made it our business to help you facilitate, integrate, and improve your ability to work together—by focusing on workflow integration—to achieve real-time accessibility to information that is relevant to the business environment. This event-triggered information sharing has the benefit of reducing paper dependencies, cutting costs and uncovering innovative revenue opportunities that exist in your ecosystem.

MCP has implemented large-scale, multi-year workflow integration projects at the state, county and local levels. The benefit to our clients is that our full range of system integration capabilities is augmented with real-world experiences, proven methodologies, industry standards, and best practices that are demonstrated in the breadth, depth, and realism of our strategic planning and implementation efforts.

Our court, justice, and public safety capabilities include, but are not limited to:

| Services |
|--|
| <ul style="list-style-type: none">• Strategic Planning and Governance• Analysis• Exchange Architecture• Integration• Project Management• National Standards• Product Solutions |

MCP uses national standards, modeling tools, and open technologies day in and day out, including:

- Justice Information Exchange Model (JIEM)

- Service-Oriented Architecture (SOA) and Global Reference Architecture (GRA)
- Web Services Standards
- eXtensible Markup Language (XML) Standards and National Information Exchange Model (NIEM)

Statement of Services

Scope of Work

Task 1: New Facility Implementation Plan Development

While current task work continues towards implementation, the detailed sequential planning for a successful cutover must be developed. We propose this task to be managed by a MCP subject-matter-expert (SME) who will collaboratively develop a Go Live Implementation Plan, which will detail implementation processes of legacy and future technology and operational procedures. Processes to reach completion include:

- Procurement-due diligence
- Scoping
- Contractual development and vetting
- Approvals are secured
- Installation
- Testing
- Training
- Go-live and back-up plans

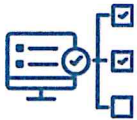
Establishing associated timelines and sequencing will prioritize critical and secondary pathways that will determine what is needed at cutover and post-over activity. Furthering these efforts are integrating best practices, industry standards and MCP expertise by establishing short and long-term recommendations for the County to consider. In addition to technology, cutover is incorporating the new RFCC operational model that staff will assume, providing reasonable time to exercise and train under the new technology and environmental provisions.

A Go Live Implementation Plan will be developed that will detail the installation of public safety technology and the needed timeline to assure proper testing, training, back-up plans, and acceptance are exercised. MCP will incorporate best practices, industry standards and include short and long-term recommendations for the County to consider adopting to meet current and future expectations. The following implementation elements include coordination of:

- Project Management
- Governance and Financial Planning documentation
- Facilities
- Technology and Systems – mission critical systems, additional systems, IT Support, backup PSAP
- Human Resources – organization structure, classifications, workforce, recruiting and hiring documentation
- Service Model – mission critical operational components, non-core functions, policies and procedures, training, allied agency interoperability
- Orientation with first responder community, community engagement groups, external partners
- Public Education – develop public relations materials, such as local public service announcements, public outreach efforts and social media posting and awareness campaigns
- Cutover and mitigation

The development of the Go Live Plan will also incorporate the needs of allied agency PSAPs in the County, specifically, the County Sheriff's Dispatch Center, which is currently dispatching County Fire and the ambulance contractor service. MCP recognizes this element is critical to a smooth transition of services.

This task is driven by consultancy and plan writing. An in-person Go Live Plan workshop will be conducted over two days, facilitated by MCP and including all stakeholders that include but are not limited to: RFCC Communications Center manager, supervisors, IT staff; fire department staff, the RFCC construction manager, LEMSA personnel and other relevant stakeholders. The Go Live Plan will be drafted and vetted by stakeholders, publishing a final plan within 45 days of the established implementation date. Thereafter, the balance of this engagement will be weekly consultation to review and maintain the plan, documenting edits and impacts of said changes.



Deliverables:

- Develop a draft infrastructure and go live implementation plan template
- Conduct two-day on-site implementation plan workshop
- Develop draft Go Live plan
- Conduct outreach to various stakeholder groups to review and edit
- Finalize the plan within 45 days of the established implementation date
- Biweekly consultative calls regarding changes that impact the plan
- Maintain implementation plan edits and changes and update timeline if necessary
- Coordinate various vendors to support testing, training and cutover execution support

Task 2: Facility and Operations Cutover Support

A public safety facility cutover generally involves levels of complexity in transferring over legacy or activating new networks, radio systems, technology and equipment in real time, while staff navigate through activating each operational layer. Adding to this complexity is the RFCCC assuming a new operational service model. Marrying the two at a cutover is a strategic feat in public safety communications environments. Work can't stop when switching networks, migrating radio systems in real time or when provisioning a new CAD. Careful execution of tasks after tireless testing requires a sequence of events that must occur with precision, accuracy and staff readiness. Executing the content of an approved Go Live Plan, on premise support when technology is transitioned or commissioned and completing detailed checklists to ensure details have been executed provides a layer of confidence that those who have done this before are on-hand to assist mitigation efforts. Multiple MCP staff are proposed to be on hand to support this effort allowing RFCC staff to concentrate on supporting operational staff.

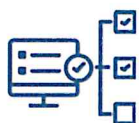
Based upon the content of an approved Go Live Plan, MCP will work with the county stakeholders at each phase of the plan and be present the day before, the day of and the day after the execution. The task is solely consultation and record-keeping support as technology is transitioned or commissioned and RFCC starts to assume operational responsibility. MCP staff will be assigned specific areas of concentration during this period, completing detailed checklists from the Go Live Plan that will be submitted to the County for their records.

Operationally, the readiness of the RFCC telecommunications staff to start their new jobs by accepting operational responsibilities that for some, haven't been executed in a live environment, requires extraordinary support for the telecommunicators to build confidence and provide them with in-person consultation when they need it. Over time, telecommunicators will develop keen workflow execution and *muscle memory*¹ in practicing

¹ Muscle memory refers to developing a new skill through practice. [How Does "Muscle Memory" Work? | Psychology Today](#)

new tasks and duties. Proficiency doesn't come within the first two weeks. Therefore, supporting staff during the first few days of the transitional period is essential to their success. It is recommended that the Communications Center manager support this effort, while MCP and vendors coordinate the physical cutover activities. MCP's execution support provides an extra layer of confidence that should the unknown interfere with the desired plan, staff, vendors and MCP SME's can work together to resolve those issues in real time.

Constant communication during this three-day period to all stakeholders and partners requires the execution of a pre-described communications plan that lives in the Go Live Plan. MCP staff will assist RFCC staff by facilitating regular briefings and assist in publishing email and texts letting all involved partners know the 'situation status' (Sit-Stat) of execution activities.



Deliverables:

- Three-day schedule for on-site cutover support
- Completion of approved checklists from the implementation plan
- Facilitate schedule "situation-status" briefings and execution of the communications plan

Task 3: Next Generation 911 Support

The California Office of Emergency Services (Cal OES) 9-1-1 Emergency Communications Branch is charged with ensuring 9-1-1 emergency call delivery within the state of California. In 2017, Cal OES began the statewide transition from a legacy copper-based enhanced 9-1-1 environment to an Internet Protocol (IP)-based NG911 model conforming to the National Emergency Number Association's (NENA) i3 standard for NG911. The Cal OES implementation design divides the state into four similar-sized NG911 service regions, each to be served by an independent regional network service provider (RNSP). To create full Next Generation Core Services/Emergency Services IP Network (NGCS/ESInet) redundancy, Cal OES also selected a prime network service provider (PNSP) that will provide a secondary level of service or backup to all 449 public safety answering points (PSAPs) in the state. Thus, every PSAP will have service from its region's NGCS/ESInet providers and redundant service from the PNSP provider. When ready, each PSAP will move to NG911 infrastructure, using select call-handling equipment (CHE) from a list of Cal OES certified providers.

Considering this background information, it is important to note that only 111 of the 449 PSAPs in California have conducted pre-migration testing to date. What this translates to is that this work is the first of its kind in the state and is a full shift from what most have been used to conducting every seven to ten years of legacy equipment replacement.

The MCP team is prepared to refine the implementation objectives and schedule to further develop actionable objectives that will serve as an agency guide throughout the implementation process. The primary objectives will be to assist the Communications Center manager in project management of this initiative including initiation, ongoing oversight, and migration. This includes installation, testing, training, go-live, and acceptance of the NG911 core services, the call handling equipment (CHE), related technologies such as Rapid Deploy and Rapid SOS, and NG911 readiness of the geographic information systems (GIS) mapping systems.

Planning success depends on agency involvement, strong project management, and a sound structure for project planning and decision-making. Without these essential elements, even the most well-intended project is destined to fail. Whether a project manager is identified from within the agency, or this service is contracted to a qualified vendor, a project manager is essential to the success of a full and comprehensive implementation. Together, with an implementation schedule and a project manager to execute identified project tasks, MCP is ready to provide you with the guidance needed for this transformational change.

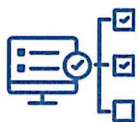
Our NG911 SME will review the vendor SOW and Agreement. When this agreement is approved by Cal OES, implementation support is the next step. MCP staff are prepared to support your agency in a project kickoff meeting with the selected CHE vendor. Results of this meeting will further refine the project plan and identify reliable dates and times for installation, testing, and cutover. Draft strategies for installation, training, testing, and cutover will be reviewed and fully vetted.

The vendor is responsible for CHE operational training. Cal OES requires both user and administrative training, which can be up to four hours on site and be held over the span of pre-identified days and during specific hours. MCP will support RFCC staff in coordinating this training. MCP recommends that this training also be videotaped for future personnel training and reference.

Testing is likely the most important aspect of any technology implementation. Our NG911 SME will review the vendor test and cutover plans and work with vendor to amend as needed. Our goal during this process is to validate a reliable connection, prove functionality, and confirm equipment is operating as designed. Our counsel to our clients is that all equipment, software, and functionality operate as described in the vendor's SOW, and that you are confident that thorough testing has been achieved.

'Go Live' support is calculated in the cutover task.

While highly anticipated, not everything will operate as planned. While mission-critical functionality is a given, auxiliary features of the equipment may need more work. MCP will assist your agency in identifying a priority list of outstanding items to be completed before acceptance is granted. A punch list and its completion are an important phase of the process, given that personnel during the installation phase of the project may not be the same as post-installation. A punch list helps keep track of where you are in post-implementation and allows you to manage your needs more effectively.



Deliverables:

- Project management includes vendor selection, scope of work review and facilitation of Cal OES processes, kickoff implementation and implementation support
- Go live support
- Functional acceptance test plan report
- Punch list

Task 4: Accelerated Implementation Planning of Ambulance Transport Provisions and Execution Support

The RFCC is presented with unique circumstances involving the county's emergency ambulance transport services and the unplanned contractual discussions that continue well beyond a safe planning threshold. When a decision and the terms and conditions for ambulance transport is communicated, planning efforts will be accelerated, requiring the RFCC staff to pivot and plan for sourcing any needed technology and its programming and coordination of installation and training to reach deadlines. Given these extraordinary circumstances, separate planning to accurately implement a third-party contractor or a hybrid plan involving two providers, within a short period of time requires concentrated focus to sort through special provisions, proprietary plans, technology amalgamation, and operational impacts. While the current allotment of hours contributes towards total RFCC implementation, the detailed planning for a successful EMS dispatch cutover would be developed and managed by a MCP SME that has not been closely involved in the day-to-day coordination that is currently taking place.

MCP SME's support in this task is based on life experience in implementing ambulance programs into the government service provisions. They have developed plans specifically as it relates to operational

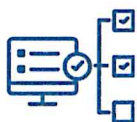
implementation under new County emergency medical services (EMS) and private ambulance provider contractual arrangements.

MCP will guide all relevant stakeholders through an accelerated planning process, design and commence workflows and working relationships to get all relevant tasks accomplished to meet the desired cutover period. Specifically our proposed tasks include:

- Review existing documents, including contracts provided by SBFD and others, that detail the terms and conditions of the operational plan
- Develop an implementation plan that will include all tasks related to the operational plan, a timeline and roadblocks that are anticipated that pose risk in cutting over by the desired implementation date
- Program design and administration to include an implementation timeline this includes:
 - Compatibility assessment, installation, integration, testing and acceptance of equipment, hardware and selected software
 - Operational changes to include policies, procedures, workflows and hand-offs
 - Back-up options and surge operations, peer-support
 - Training and quality assurance (QA) requirements
 - In-service training recommendations for all communications services provided
 - Orientation with first responder community and direct external partners that would be affected by a change

Critical to the success of this plan, is the cooperation of the third-party provider and making available the type of information and data needed to input to the RFCC's technology. Having executed these specific operational implementations, MCP SME's are prepared to facilitate all tasks to be performed, supporting those who need to do the work to achieve a successful implementation.

While on-site for one day to develop the implementation plan, staff will also support the RFCC staff when operational cutover from the Sheriff's dispatch center to the RFCC takes place.



Deliverables:

- Virtual task introduction meeting
- Updated timeline
- Data and information discovery checklist and upload link
- Remote information-gathering review and clarification conference call
- Conceptual and final one-day schedule for on-site working group
- Completion of the agreed upon one-day schedule
- Develop immediate action plans and develop implementation plan
- Review draft implementation plan via video conference or hybrid communications
- Edit draft in real time while on video conference
- Finalize the plan within 30 days of the established implementation date
- Biweekly consultative calls regarding changes that impact the plan
- Maintain the implementation plan edits and changes and update timeline if necessary
- Coordinate various vendors to support testing, training and cutover execution support
- Complete approved checklists from the implementation plan
- Support stakeholders during implementation and cutover

Task 5: General Consulting

SBFD staff have been engaged with MCP consultants focusing on several focus areas that involve facilities construction, facility and IT infrastructure, operational planning and technology integration. Staff needs can arise as tasks are assumed and complexities are uncovered. Providing general consulting but with focus in IT, GIS and PSAP operations, brings the strength of MCP’s collective experience in public safety and IT administration and subject-matter-expertise to address critical issues as they arise.



Deliverables:

- Deliverables are mutually defined and agreed upon based on needs as they arise

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 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.
- To the extent possible, to recognize both fiscal and workflow efficiencies, bi-weekly project status calls will be incorporated into existing project update calls.
- The funding estimate is a high-level projection of one-time impact and recurring costs, including overhead and capital, based on current knowledge of the economy and operating environment.

Extension of the level of effort beyond these assumptions not resulting from the actions of MCP will result in a conversation between MCP and the agencies 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 to establish whether a change order is required and, if so, develop the content.

Timeline Summary

Except where indicated above, this proposal assumes the completion of tasks within 12-months of notice to proceed. Based on the discussion that will take place during the task initiation call, MCP will refine the timeline to be approved by the County. MCP will review and confirm the desired outcomes, deliverables, timeline, and affirm a mutual understanding of the future vision and what success looks like for the County.

| Task | Sept '24 | Oct '24 | Nov '24 | Dec '24 | Jan '25 |
|--|----------|---------|---------|---------|---------|
| Task 1: New Facility Implementation Plan Development | | | | | |
| Estimate five weeks to develop plan followed by a three-month monitoring and maintenance support until projected cutover date. Two assigned MCP SMEs will also spend up to two days on-site. | | | | | |

| Task | Sept '24 | Oct '24 | Nov '24 | Dec '24 | Jan '25 |
|---|----------|---------|---------|---------|---------|
| Task 2: Facility Cutover | | | | | |
| Estimate three days of on-site support provided by three MCP SMEs; one each focused on NG911 CHE cutover, facilitating cutover sequencing, mission critical core cutover (CAD, Radio, Mapping, Paging). | | | | | |
| Task 3: NG 911 Support | | | | | |
| Support will span through to estimated cutover in December 2024 and be provided by one MCP SME. | | | | | |
| Task 4: Accelerated EMS Planning | | | | | |
| Two assigned MCP SMEs will provide support from October through to the identified implementation date and one month support for punch list and post-cutover activities. Support includes a day onsite prior to and as well as the day of cutover. | | | | | |
| Task 5: General Consulting | | | | | |
| As needed services not accounted for in Tasks 1 through 4 will be provided by MCP SMEs as needed in specific topical areas from October through January 2025. | | | | | |

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">• Former public safety communications operations staff, managers, directors, and executives• Technology, forensic, and policy specialists• Radio Wireless and communication specialists• PSAP operations and sustainability specialists• Professional Engineers• Facility and staffing experts• Operations and training specialists• Crisis communications experts | <ul style="list-style-type: none">• GIS Specialists• Project Management Professionals (PMP)• Emergency Number Professionals (ENP)• Former law enforcement, fire, and EMS• Programming, design, and construction specialists• Recruiting and hiring professionals• Finance and budgeting specialists• Marketing professionals |

Project Team and Assigned Subject Matter Experts

Our team of experts has invested more than three decades in the public safety and serve in key leadership roles in all the major industry organizations. Our comprehensive experience and our vendor-agnostic approach help us deliver modern solutions for our clients which achieve maximum value and optimal efficiency while mitigating risk.

With more than 200 staff members, MCP's specialized professionals are integral members of our team, each team member bringing a unique skill set and depth of experience. We are a full-service firm focused on all aspects of public safety and justice.

MCP will support this project with 100% internal staff. In addition to the team that has already been engaged with the County, MCP will draw from its staff of experienced professionals to meet the needs articulated in this proposal. As desired, MCP will provide the County with resumes of new proposed team members.

MCP has identified in the figure below the key team members that we plan to assign to this important project.

Organizational Chart

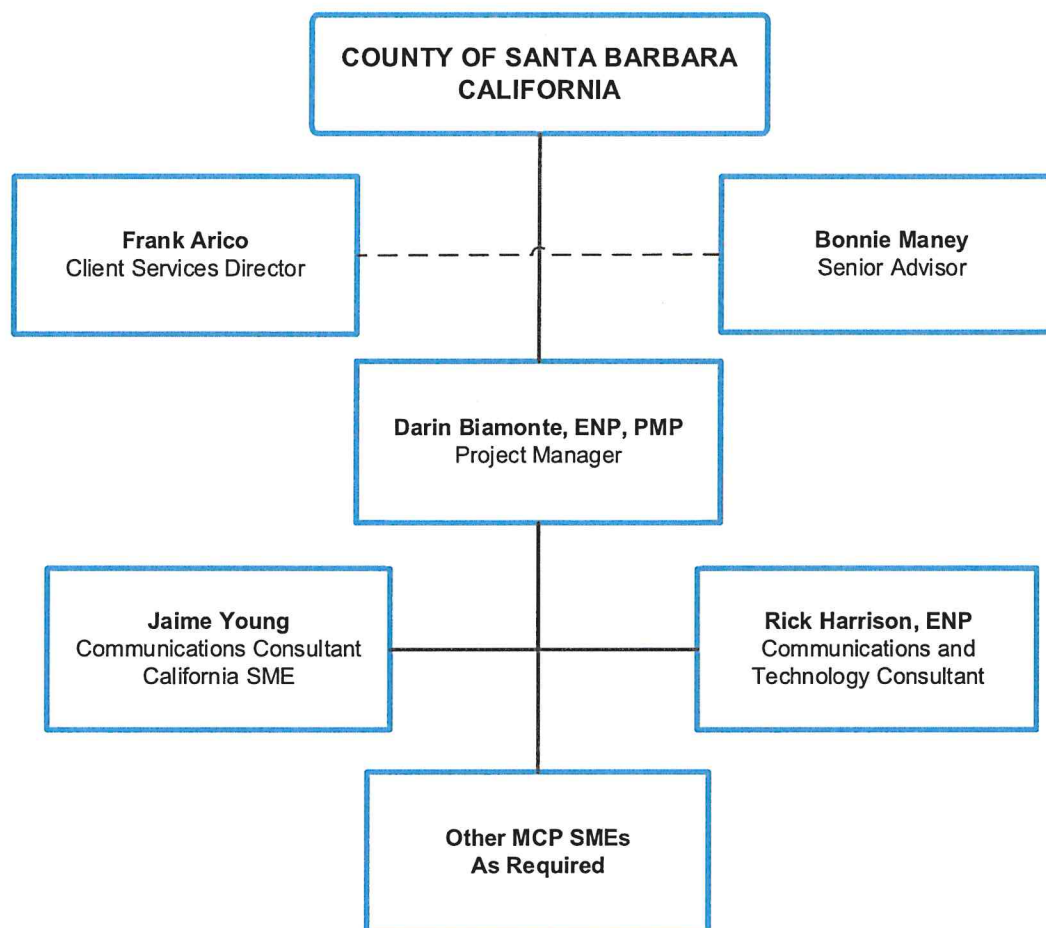


Figure 1: Project Team

Each team member brings a unique skill set and depth of experience in commissioning new PSAPs, consolidations and implementation planning. Additional resources and subject-matter experts are available also, as 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.

Frank Arico

Regional Director, Client Services, Mission Critical Partners

Frank is an experienced client services director, business development and client manager who ensures that client needs are met, and projects are successful, delivering high customer satisfaction. He establishes strong, collaborative partnerships and enables teams to work efficiently and independently. Frank has years of experience working with communication systems, internal networks, and IT equipment that support the security and network needs of public safety, courts and enterprise customers. With a concentration on the impact of the cybersecurity risks to the public safety environment, Frank helps clients understand the meaning and impact of cyber risks to both management, frontline workers and vendors to help agencies keep mission-critical systems secure and functioning.



Representative Experience

Technical Services Director

- Manages regional technical services directors for MCP's Lifecycle Management Services Division, which provides mission-critical network monitoring support, cybersecurity solutions and data management and integration solutions
- Directed solution-partner onboarding, relationship management and growth of new manufacturer, independent software vendors and other partner relationships
- Improved operations performance through customer relationship management (CRM) solutions and workforce adjustments
- Increased business partner activity through improved solution development, partner networking and customer activity
- Facilitated customer engagements, client summits, sales training and partnership solution initiatives

Additional Experience

- Managed team of technical support and wireless specialists as well as professional services product portfolios
- Managed relationships with manufacturers, distributors, independent software vendors and other business partners
- Created a proactive customer support platform including an online customer portal that utilized CRM tools to improve case management, operations support, partner interaction and customer retention
- Led national sales, support and marketing teams and assisted with repair facility objectives
- Implemented device management solutions, consolidated service agreements and coordinated mobile device cellular activations

Industry Experience

32 years

Education

B.A., Mass
Communications
St. Bonaventure
University, NY

Certifications

Cybersecurity
Fundamentals for Sales –
IT Nation, ConnectWise

Quality Initiative,
Motorola University

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)

Darin Biamonte, ENP, PMP

Project Manager, Mission Critical Partners

Darin is a veteran of public service, with nearly three decades of public safety experience and more than a decade of service on the boards of nonprofit corporations. Throughout his professional career, Darin has gained extensive knowledge in NG911 project management while maintaining a passion for the project and customer success.

Representative Experience

Federal Experience

- U.S. Department of Transportation (DOT), National Highway Traffic Safety Administration (NHTSA) National 911 Program—Support and development of the *Tribal and Rural 911 Considerations, Developing Tribal and Rural 911 Capabilities* report, as well as an NG911 implementation plan for the Chickasaw Nation and an update to the telecommunicator first responder classification

State/Regional Experience

- Missouri 911 Service Board—Project manager of an NG911 deployment project
- Minnesota Department of Public Safety (DPS)—Co-project manager on a cost funding study for DPS's Emergency Communications Networks (ECN) Division
- 911 Association of Central Oklahoma Governments (911 ACOG)—Project manager for deployment of call-handling equipment (CHE) and next generation core services (NGCS)
- Gulf Coast Regional 9-1-1 Emergency Communications District (GCRECD)/Houston-Galveston Area Council (H-GAC)—Project manager assessing GCRECD's network and CHE in preparation for transitioning to i3 NG911 ESInet and NGCS

City/County Experience

- University of California, Santa Barbara (UCSB)—Project manager of an NG911 call-handling solution deployment for UCSB's police department
- Lubbock Emergency Communications District, TX—Project manager providing NG911 consulting services
- Potter Randall County Emergency Communications District, TX—Project manager on a microwave network assessment
- Bayfield County/Ashland County, WI—Co-project manager of a PSAP consolidation study
- Brazoria County Sheriff's Department, TX—Contributor to a PSAP assessment using MCP's Model for Advancing Public Safety® (MAPS®), a proprietary methodology and tool

Additional Experience

- Deployed and implemented NG911 call-handling and NGCS
- Led and coordinated collaborative interoperability testing for more than 30 other NextGen 911 companies to ensure connectivity and compatibility
- Identified plans and resources required to meet project goals and objectives
- Directed and modified project plans to meet organizational needs
- Served as lead public safety dispatcher
 - Managed the PSAP NG911 project and program
 - Managed daily PSAP operations
 - Served as police officer II
 - Served as patrol officer, traffic officer/collision investigator, field training officer, police academy instructor, Special Weapons and Tactics (SWAT) officer and defensive driving instructor



Industry Experience

29 years

Education

B.A., Law and Society,
University of California,
Santa Barbara

B.A., Ethics and Public
Policy, University of
California, Santa Barbara

Certifications

Emergency Number
Professional (ENP)

Project Management
Professional (PMP)

California Peace Officer's
Standards and Training
(P.O.S.T.), Intermediate
Dispatcher,
Communications Training
Officer, Advanced Police
Officer, Field Training
Officer, Academy
Instructor Certification
Course, Special
Weapons and Tactics
(S.W.A.T.) School

Associations

National Emergency
Number Association
(NENA)

Project Management
Institute (PMI)

Jaime D. Young

Communications Consultant, Mission Critical Partners

Jaime's public safety emergency communications management expertise includes 30 years of executive leadership, serving the largest police, fire and medical consolidated 911 emergency dispatch center in San Mateo County, California. Her responsibilities spanned all aspects of 911 center administration, operations, and technical systems. She has vast experience in managing 911 center (de)consolidations, intergovernmental agreements, organizational and operational policies and procedures, budget development and human resources management. During her career, Jaime managed two municipal 911 centers, served on California's State 9-1-1 Advisory Board, served six years on the CALNENA and served the Public Safety Dispatcher Advisory Council and Advisory Committee to the California Department of Justice's Commission on Peace Officer Standards and Training.

Representative Experience

State/Regional Experience

- State of Maine, Emergency Services Communication Bureau (ESCB)—PSAP Alternative Response Project
- Clark Regional Emergency Services Agency, Vancouver, WA—Operational Assessment
- CONFIRE Joint Powers Authority, CA—Dispatch staffing study
- Orange County Fire Authority, CA—Operational assessment
- San Bernardino Council of Governments, CA—Emergency Communications Nurse System (ECNS) program implementation
- California State University, San Diego—PSAP consolidation feasibility
- California State University, Fullerton—Surveillance-security camera assessment

City/County Experience

- Buncombe County, North Carolina—Emergency Communications Nurse System program
- Alameda County, CA—Regional (Fire/EMS) communications workforce optimization study
- Portland, OR—911 call allocation and alternative response
- Modesto, CA—911 service delivery restructuring
- Nez Perce County, ID—911 Center consolidation
- Imperial County, CA—911 Centers consolidation
- Hamblen County, TN 911—Personnel classification and compensation study
- Yolo County, CA—Communications Technology Continuity of Operations (COOP) Plan
- Humboldt County, CA—PSAP consolidation feasibility study
- San Jose, CA—311/911 call transition
- Newark, CA—PSAP technology assessment and radio migration
- San Jose Fire Department, CA—ECC workforce optimization study
- Morris County, NJ—ECC workforce optimization study

Additional Experience

- Project management in the selection and procurement of CAD, GIS mapping and mobile technology; construction design, requirements, compliance and specifications of a purpose-built public safety facility, housing a 911 operations center, data center and EOC.
- Development, implementation, and oversight of fee structures and costing analysis for contract customers, budget; SWAT Tactical Dispatch Program, Fire Service Incident Dispatch Team, and national accreditation as a Center of Excellence for emergency medical dispatch. Recent areas of concentration include nurse navigation programs and alternative response.



Industry Experience

43 years

Certifications

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

Emergency Medical Dispatch (EMD)

Emergency Fire Dispatch (EFD)

Emergency Police Dispatch (EPD)

Associations

California Chapter of the National Emergency Number Association (CALNENA)

Professional Membership

California Peace Officer Standards and Training (POST)

Former member of the POST Public-Safety Dispatcher Advisory Council (PSDAC) and Commission Advisory Committee

Richard B. Harrison, ENP

Senior Technical Consultant, Mission Critical Partners

Rick brings extensive telecommunications experience in the public safety sector. His accomplishments include managing large, complex projects and programs, such as developing a CAD system that resulted in a national product; initiating a text-to-911 program; and implementing a P25 radio system. Rick also has a 30-year career and background in the fire/EMS service as a former fire chief and EMS provider. He serves as a technology, CAD and records management system (RMS) SME.

Representative Experience

State/Regional Experience

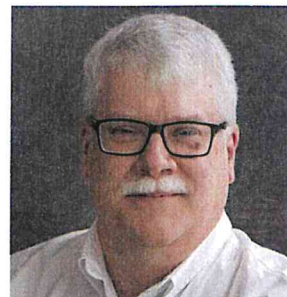
- Pennsylvania Emergency Management Agency (PEMA)—Data gathering and reporting for statewide PSAP assessment
- PEMA—NG911 consulting
- Illinois—NG911 feasibility study
- Northern Virginia Emergency Response System (NVERS)—Fire and EMS assessment
- National Highway Traffic Safety Administration (NHTSA)—CAD2CAD assessment
- Charleston SC Regional CAD2CAD project

City/County Experience

- Atlanta, GA—CAD procurement for police and fire
- Philadelphia, PA—CAD procurement for police and fire
- Montgomery County, PA—Technology project management for law enforcement records management system (RMS)
- Hillsborough County, FL—Fire and Rescue Department CAD procurement
- Charles County, MD—Fire and EMS assessment
- Harford County MD—EMS organizational analysis
- Durham, NC—Police department headquarters complex relocation
- Hamilton County, OH—Communications center assessment
- Orange County, VA—Emergency communications consolidation assessment
- Richmond, VA—PSAP assessment and strategic plan development
- Centerville, OH—CAD/RMS procurement
- Orange County, CA—Fire Department PSAP assessment
- San Bernardino, CA—EMS optimization analysis
- Cobb County, GA—Technology assessment and strategic plan
- El Paso-Teller County 9-1-1 Authority, CO—Regional CAD solution

Additional Experience

- Lancaster County, PA—Countywide communications
 - Served as operations manager, primary supervisor, and assistant supervisor dispatcher for police, fire and EMS
 - Assisted in the development of three different CAD systems
 - Planned and oversaw PSAP relocation and renovation of 911 Center
 - Managed PSAP daily operations and development of policy and procedure
 - Developed field communications vehicle and subsequent policies for response
 - Supported P25 radio system project from the development of infrastructure to subscriber equipment to code plug development



Industry Experience

45 years

Certifications

CJIS Level 4 Security Awareness Certification

Emergency Number Professional (ENP)

Certified Pennsylvania 911 Supervisor

Emergency Management Certification

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Board Member Lancaster County Fire Chiefs—Present Treasurer

Pricing

The professional services outlined are provided in a rough order of magnitude for budgetary purposes (including suggested optional services) for the not-to-exceed fees as listed in the following table.

MCP proposes to deliver services on a per-hour basis based on the California Multiple Award Schedule (CMAS) contract vehicle, Contract #3-13-70-3020A, Supplement No. 4, with meals and lodging defined at federal per diem rates.

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor and expenses for authorized activities based on the approved scope of work. Reimbursable expenses on this project will be invoiced using federal per diem rates for lodging, mileage, and meals. All other expenses, including airfare, rental cars, rental fuel, local transportation, tolls, parking, and taxes on lodging, will be invoiced at the cost incurred. Invoices shall be reviewed and paid within 30 days of receipt.

Any additional services will be performed at MCP's then-current fee schedule. Prior to initiating any such additional work, MCP would require a formal letter of authorization from the County of Santa Barbara.

Table 1: Pricing by Task

| Task | Hours | Estimated Fee |
|---|--------------|------------------|
| Task 1: New Facility Implementation Plan Development | 160 | \$31,150 |
| Task 2: Facility and Operations Cutover Support | 180 | \$35,872 |
| Task 3: Next Generation 911 Support | 160 | \$28,671 |
| Task 4: Accelerated Implementation Planning of Ambulance Transport Provisions and Execution Support | 256 | \$49,043 |
| Task 5: General Consulting | 250 | \$45,812 |
| Total | 1,006 | \$190,548 |

Based on the current MCP understanding of what is to be accomplished, the pricing identified represents an estimate of the work anticipated to achieve project success.

Pricing Assumptions

- MCP's pricing is based on our understanding of the as-needed professional services for the County of Santa Barbara and represents an estimate of the work anticipated for project success. After 120 days from the submittal date, MCP reserves the right to revisit scope and pricing with the County to address any potential changes that may have occurred since the submittal that could impact project delivery.
- Any updates or changes from the initial scope of work described 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 County pricing for those changes.

- To be more responsive to the County's needs, MCP respectfully reserves the right to move professional fees and expenses between tasks and deliverables, as needed, to complete the scope of work, as long as the total amount billed to the County does not exceed the total contract amount.

MISSION CRITICAL PARTNERS, LLC
2023 CMAS Rate Schedule
Contract #3-13-70-3020A, Supplement No. 4

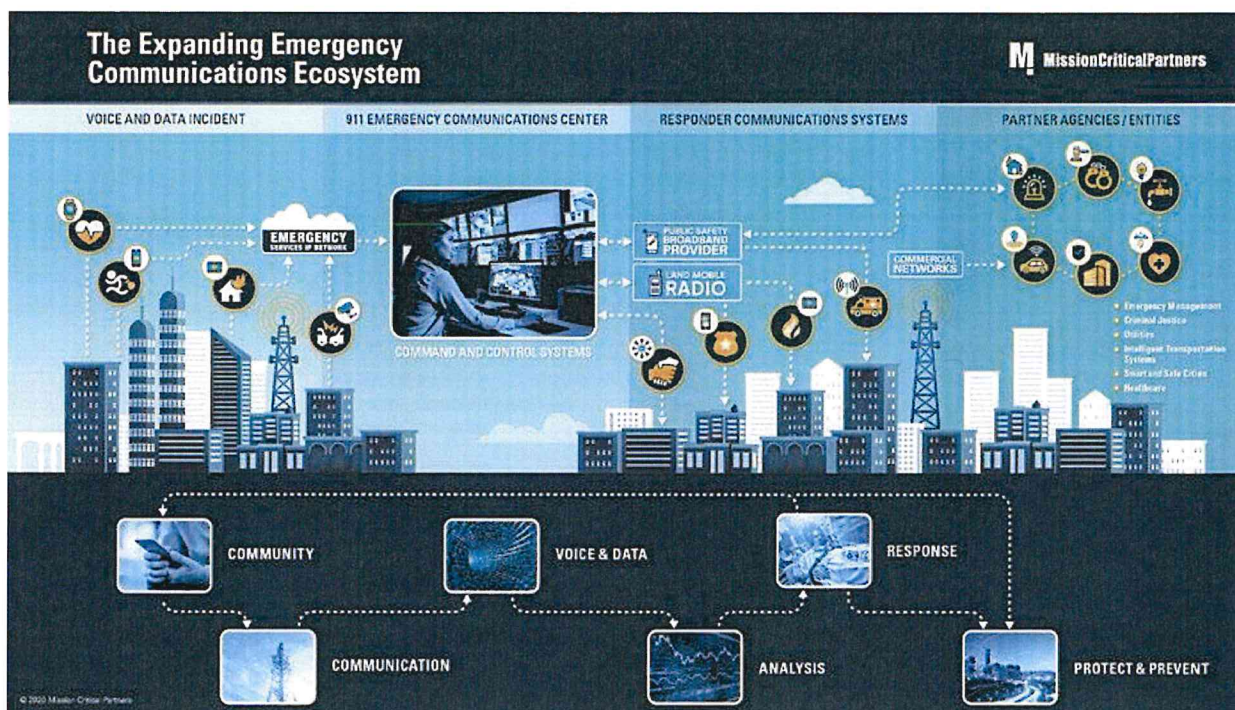
| Title | Labor Rate Per Hour |
|------------------------------|---------------------|
| Support Specialist II | \$87.37 |
| Technical Writer | \$110.00 |
| Communications Specialist | \$138.34 |
| Planner | \$147.47 |
| Technology Specialist I | \$165.22 |
| Lead Policy Consultant | \$165.83 |
| Project Manager | \$171.71 |
| Technology Specialist II/III | \$177.35 |
| Operations Specialist I | \$177.35 |
| Operations Specialist II | \$188.81 |
| Senior Technology Specialist | \$188.81 |
| Senior Project Manager | \$194.55 |
| Program Manager | \$206.02 |
| Forensics Analyst | \$211.70 |
| Senior Program Manager | \$228.86 |

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.



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 B

PAYMENT ARRANGEMENTS

Per the scope of work, the contractor will invoice monthly and invoices will be reviewed and paid within 30 days of receipt. See EXHIBIT A Pages 27-29.

EXHIBIT C

Indemnification and Insurance Requirements

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from CONTRACTOR's officials, officers, directors, agents, employees and contractors/subcontractors: (a) negligence; intentional misconduct or fraud; (b) substantial breach of representation, warranty or covenant made herein, or (c) any claims that products or services provided infringe any other proprietary right of any third party and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. Claims Made Policies – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. Special Risks or Circumstances – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.