

## CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 3/04/2020

Contract/Lease Control #: C20-2921-PW

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: MISSION CRITICAL PARTNERS

Owner/Lessor: OKALOOSA COUNTY SHERIFF'S OFFICE

Effective Date: 11/18/2019

Expiration Date: UPON COMPLETION OF PROJECT

Description of Contract/Lease: CONSULTANT SERVICES FOR RADIO SYSTEM  
PROCUREMENT – SURTAX FUNDED PROJECT

Department: PUBLIC WORKS

Department Monitor: AUTREY

Monitor's Telephone #: 850-609-5772

Monitor's FAX # or E-mail: JAUTREY@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



**MissionCriticalPartners**

**Change Order #1 to Contract For Professional Services Between  
Mission Critical Partners, LLC and Okaloosa County Sheriff's Office, Florida  
MCP Project # 19-235**

**Description and Justification**

Okaloosa County Sheriff's Office (OCSO), with support from Mission Critical Partners, LLC (MCP), has been engaged in extended contract negotiations with two radio system vendors. Typically, a contract is negotiated with one vendor and not two simultaneously as has been the case in this circumstance. Dual negotiations entail significant additional effort to include extra proposal and pricing review, comparison and normalization of the offerings and making decisions regarding the various options within each offering.

MCP has continued to support the above effort and the completion of the contract negotiations phase. We have also supported the decision-making process whereby the OCSO has decided to purchase several optional services and offering enhancements within the vendor proposals. These enhancements will benefit the OCSO long-term by providing improved features, functionality, and flexibility and the opportunity to offset future system maintenance costs with site leasing revenue.

As the project moves forward for review and authorization, the OCSO has requested that MCP be involved in the preparation of project summaries, and final contract review efforts and that we participate in person at the Surtax Committee meeting and at a future Board of County Commissioners meeting. MCP is pleased to provide this additional support to ensure that OCSO decision makers have detailed, accurate and complete information to allow them to make fully informed decisions regarding this important project. Our support moving forward would include:

- Assisting OCSO staff plan and prepare for the above meetings by developing appropriate summaries and explanations to Committee and Board members.
- Attending the meetings and facilitating the exchange of information between OCSO staff and Committee and Board members.
- Assisting staff and the Committee in coming to terms on a final contract document that reflects the decisions and agreements that occurred during negotiations and which properly protects the interests of the OCSO.

**Project Pricing, Change Order 1**

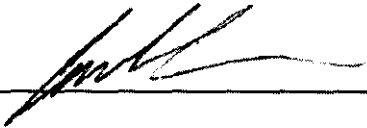
The additional scope of work as outlined above will be provided by Mission Critical Partners for an additional fee of \$19,000, including expenses.



## Agreement

Okaloosa County Sheriff's Office, Florida, and Mission Critical Partners, LLC agree to this Change Order #1 documented herein, on this 5th day of February 2021. Change Order #1 is an addition to the already executed Professional Services Agreement executed by the Okaloosa County Sheriff's Office on November 18, 2019 (Master Agreement). Except as noted herein, this Change Order does not replace or supersede the terms and conditions established therein under the Master Agreement.

**Okaloosa County Sheriff's Office, Florida**

  
\_\_\_\_\_

2/5/21  
Date

**Mission Critical Partners, LLC**

  
\_\_\_\_\_  
**John L. Speary**  
VP & Director of Administrative Services

February 5, 2021  
Date



MISSOURI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2021

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

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

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

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			EPP0604769	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP0604769	2/16/2021	2/16/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0604769	2/16/2021	2/16/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC0604770	2/16/2021	2/16/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional/Cyber			MPL4047321.21	2/16/2021	2/16/2022	Aggregate \$ 5,000,000
C	Directors & Officers			0107048442	2/16/2021	2/16/2022	Rentention \$25,000 \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Additional Insured status is in effect as long as a written contract is in place. A waiver of subrogation is written in favor of the holder as long as a written contract is in place. 30 Day Notice of Cancellation applies.

CONTRACT#: C20-2921-PW  
MISSION CRITICAL PARTNERS, INC.  
CONSULTANT SERVCIES FOR RADIO SYSTEM-  
PROCUREMNT-SURTAX FUNDED PROJECT  
EXPIRES: UPON COMPLETION OF PROJECT  
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

## CERTIFICATE HOLDER

## CANCELED

Okaloosa County BCC  
5479A Old Bethel Rd  
Crestview, FL 32536

AUTHORIZED REPRESENTATIVE



**CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN**

**OKALOOSA COUNTY SHERIFF'S OFFICE, FLORIDA**

**AND**

**MISSION CRITICAL PARTNERS, LLC**

THIS AGREEMENT made as of the date written below by and between the Okaloosa County Sheriff's Office, Florida, a government entity, hereinafter referred to as CLIENT, doing business at 50 2nd Street, Shalimar, FL 32579, and Mission Critical Partners, LLC, a Delaware limited liability company, hereinafter referred to as "PROVIDER", both hereinafter also referred to individually and collectively as "Party" or "Parties."

**RECITALS**

Whereas, the CLIENT desires to employ PROVIDER to provide radio system procurement consultant services; and

Whereas, PROVIDER represents and acknowledges that they are fully qualified and capable of performing the services called for in this Agreement, and they are willing to perform these services; and

NOW, THEREFORE, CLIENT AND PROVIDER, in consideration of the mutual promises and covenants contained herein, the parties hereto do mutually agree as follows:

**SECTION ONE—GENERAL**

**1.1. Definitions.**

**Agreement or Contract.** Agreement or contract means this Agreement between CLIENT and PROVIDER for professional services, including those exhibits, schedules and attachments listed in this Agreement. To the extent there are any conflicts between this Agreement and any exhibits, schedules and attachments, the provisions of this Agreement shall control.

**Services.** Services shall mean all services, work, deliverables, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement as set forth in Schedule A.



**Additional Services.** Additional services are those services not set forth in Schedule A of this Agreement.

**Deliverables.** Deliverables are those items of work product that are to be delivered to CLIENT as listed in Schedule A of this Agreement.

**Direct Expenses.** Expenses specifically incurred as the result of providing Services (e.g. travel and per diem costs, materials used).

## **1.2. Purpose.**

The purpose(s) of this Agreement is to obtain consultant assistance for the procurement services for a new public safety land mobile radio (LMR) system. The scope of service is as defined in Schedule A attached hereto and by this reference made a part hereof.

## **SECTION TWO—OBLIGATIONS OF THE PROVIDER AND CLIENT**

### **2.1. Provider Responsibilities.**

PROVIDER shall have and perform the following duties, obligations and responsibilities to the CLIENT as outlined in Schedule A.

- a. PROVIDER shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice, and in accordance with laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies that regulate or have jurisdiction over the Services to be provided and/or performed by the PROVIDER.
- b. PROVIDER shall maintain all necessary licenses, permits or other authorizations necessary to perform the Services of this Agreement until the duties hereunder have been fully satisfied.
- c. PROVIDER shall prepare all Deliverables required by this Agreement including, but not limited to, all specifications and reports, in such a manner that they shall be accurate, coordinated, and adequate for the purposes intended and shall be in conformity and comply with all applicable law, codes and regulations.

### **2.2. Client Responsibilities.**

CLIENT shall have and perform the following duties, obligations, and responsibilities to PROVIDER:



- a. Provide access to information, sites, personnel, agencies and other sources necessary for PROVIDER to complete the Services.
- b. Designate in writing a person to act as CLIENT's representative with respect to the Services to be performed or furnished by PROVIDER under this Agreement. Such person shall have complete authority to transmit instructions, receive information and interpret and define CLIENT's policies and decisions with respect to the Services. Designated person is Steven C. Harker, , Undersheriff, Okaloosa County Sheriff's Office.
- c. CLIENT shall be responsible for, and PROVIDER may rely upon, the accuracy and completeness of all reports, data, and other information furnished by the CLIENT to carry out the Services provided under this Agreement.
- d. Should any agency charge PROVIDER a fee for any required information or data, CLIENT will reimburse PROVIDER for the cost of any fees incurred.

### **SECTION THREE—BASIC SERVICES**

#### **3.1. Basic Services.**

The CLIENT will pay PROVIDER for the Services in accordance with Section 6—Compensation.

### **SECTION FOUR—ADDITIONAL SERVICES**

#### **4.1. Additional Services.**

Should the CLIENT request PROVIDER provide and perform professional services under this Agreement not set forth in Schedule A, PROVIDER agrees to provide and perform those Additional Services as may be agreed to in writing by both parties to the Agreement.

**4.1.1** Additional Services shall be administered and executed as Change Orders or Supplemental Task Authorizations under this Agreement. PROVIDER shall not provide or perform, nor shall CLIENT incur or accept any obligation to compensate PROVIDER for any Additional Services, unless a written Change Order or Supplemental Task Authorization shall be executed by the Parties.

**4.1.2** Additional Services not set forth in Schedule A will be performed based on PROVIDER's then current Hourly Rates.



**4.1.3** Each such Change Order or Supplemental Task Authorization shall set forth a description of (1) the scope of the Additional Services requested; (2) the basis and amount of compensation; (3) the applicable Hourly Rate Schedule and (4) the period of time and/or schedule for performing and completing the Additional Services.

## **SECTION FIVE—TIME OF PERFORMANCE**

**5.1. Notice to Proceed.** Upon execution of this Agreement by the CLIENT, the CLIENT will issue a formal Notice to Proceed to PROVIDER. The PROVIDER shall commence work by attending a project kickoff meeting within ten business days of issuance of the Notice to Proceed, or at a mutually acceptable date.

**5.2. Time of Performance.** The PROVIDER agrees to complete the Services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the Services set forth and described in Schedule A of this Agreement.

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

**5.4. Times for Rendering Services.** If, in Schedule A, specific periods of time for rendering Services, specific deadlines for Services to be completed are established, and if such periods of times or dates are changed through no fault of PROVIDER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment as provided below. If CLIENT has requested changes in scope, extent or character of the Services, the time of performance of PROVIDER's services shall be adjusted equitably as provided below.

If there are changes in the time periods or due dates for a given Deliverable or Service, or there is a change to the scope, extent or character of the Services, PROVIDER shall declare in writing its intent to request an equitable adjustment for any increase in cost or fee and disclose in writing the extent of the increase prior to beginning the work or service. No work will commence under such circumstances until the parties come to a mutual agreement on a dollar value for the equitable adjustment.

**5.5. Excusable Delays.** PROVIDER shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of PROVIDER, or its subcontractor(s), and without their fault or negligence. Such causes include, but are not limited to, acts of God; force majeure; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.



Upon PROVIDER's request, the CLIENT shall consider the facts and extent of any failure to perform the work, and if the failure to perform of PROVIDER was without it or its subcontractors' fault or negligence, the contract schedule and/or any other affected provision of this Agreement shall be revised accordingly.

## **SECTION SIX—COMPENSATION**

**6.1.** For and in consideration of the Services described in Schedule A of this Agreement, CLIENT agrees to pay PROVIDER a **not to exceed fee of \$90,440, including expenses**, at the agreed upon hourly rate as listed in Schedule B.

### **6.2. Payment Provisions.**

**6.2.1. Invoices.** At the close of each month during this Agreement, PROVIDER shall submit to CLIENT, a properly executed invoice showing Services rendered hereunder for the closed month. Each statement shall include the title/position of personnel performing the Services, with hourly rates for those personnel, and the total amount billed for Services and expenses. CLIENT shall review such statement and pay it within 30 days of receipt. Invoices shall be mailed to:

Client Name:	Okaloosa County Sheriff's Office
C/O	Douglas Gaylord, Chief Financial Officer
Address:	50 2nd Street
City, State, Zip:	Shalimar, FL 32579
Email Address:	FinanceandGrants@sheriff-okaloosa.org

**6.2.2. Unpaid invoices.** If CLIENT fails to make payment due to PROVIDER for Services and expenses within thirty days after receipt of invoice, the amounts due to PROVIDER shall be increased at the rate of 1% per month from said thirtieth day. In addition, PROVIDER may suspend Services under this Agreement until PROVIDER has been paid in full for all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

## **SECTION SEVEN—GENERAL CONSIDERATIONS**

**7.1. Direction and Control.** PROVIDER agrees that PROVIDER will perform the Services under this Agreement as an independent contractor and not as an agent, employee, or servant of the CLIENT. The parties agree that PROVIDER is not entitled to any benefits or rights enjoyed by employees of the CLIENT. PROVIDER specifically has the right to direct and control PROVIDER's own activities in providing the agreed upon Services in accordance with the specifications set out in this Agreement. The CLIENT shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint ventures.

**7.2. Ownership.** All Deliverables, reports, plans, specifications, data and documents produced in the performance of the Services shall become the property of the CLIENT upon receipt of payment from CLIENT.

**7.2.1 Use of Deliverables.** Unless otherwise provided in writing, the PROVIDER shall be deemed the author of and shall retain all common law, statutory and other reserve rights, including the copyright of any drawings, specifications, proprietary programming, data solutions and other documents prepared by PROVIDER for use solely with respect to this Contract. The CLIENT shall be permitted to retain copies during the contract period of the firm's drawings, specifications, proprietary programming, data solutions and other documents for information and reference in connection with the CLIENT'S use of the information for the contract subject to paragraph 7.9 below. The PROVIDER'S drawings, specifications or other Deliverables shall not be used by the CLIENT or others on other contracts, for additional work on this Contract, or for completion of this Contract by others, unless the PROVIDER is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the PROVIDER.

**7.3. Successors and Assigns.** The CLIENT and PROVIDER each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

**7.4. Changes.** No changes or additions shall be made in this Agreement except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

**7.5. Compliance and Standards.** PROVIDER agrees to perform the Services hereunder in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the Services performed hereunder. PROVIDER shall not access any information which they are not authorized to receive, and under no circumstances shall PROVIDER at any time, during the term of this Agreement or thereafter, release or divulge any confidential material, information or documents received during the performance of the Services hereunder without express written consent of CLIENT, nor shall PROVIDER copy, recreate or use any such confidential information or documents other than for the performance of this Agreement. PROVIDER shall not divulge or otherwise make use of trade secrets or other confidential information, procedures or policies under this Agreement. Neither shall PROVIDER copy, recreate or use any proprietary information of any third party in the performance of this Agreement except to the extent authorized by such third parties.

**7.6. Conflict of Interest.** PROVIDER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or Services required hereunder.

**7.7. Termination.** Either Party may unilaterally terminate this Agreement for any of the following reasons, so long as the terminating Party has notified the other Party of its intent to terminate, the



reason for such termination, and allowed the other Party no less than 30 business days prior to the effective termination date in which to cure the stated reasons:

- a. Actual failure of the other Party to fulfill its obligations hereunder;
- b. Anticipated failure of the other Party to fulfill its obligations hereunder, or anticipated inability of the other Party to perform the work, due to: (1) inadequate financial capability or (ii) loss or material degradation of corporate capabilities which are essential to the other program requirements, including without limitation loss or unavailability of the other Party's key employees;
- c. The insolvency of the other Party or the filing by or against the other Party of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the other Party, a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the other Party.

Upon termination of this Agreement, CLIENT shall pay PROVIDER for services rendered and expenses incurred hereunder which have not been previously paid or disputed by CLIENT for the period up to the date of termination.

**7.8. Notices.** All notices required in this Agreement shall be in writing and shall be sent by certified mail (return receipt requested), hand delivered, or sent by courier service requiring signed acceptance.

If to CLIENT:

Larry Ashley, Sheriff of Okaloosa County  
c/o Marsha L. Weaver, General Counsel  
50 2nd Street  
Shalimar, FL 32569

If to MISSION CRITICAL PARTNERS, LLC

R. Kevin Murray, Chief Executive Officer  
690 Gray's Woods Boulevard  
Port Matilda, PA 16870

**7.9. Confidentiality.** CLIENT and PROVIDER agree other shall not disclose, transfer, sell or otherwise release confidential information gained by reason of performance under this Agreement to any party. Such information shall be used solely for the purposes necessary to meet the requirements under this Agreement.



**7.10. Non-assignment.** PROVIDER shall not subcontract or assign any of the rights, duties or obligations covered by this Agreement without the prior express written consent of the CLIENT.

**7.11. Governing Laws and Venue.** This Agreement shall be governed by the laws of the state in which the Services are provided.

**7.12. Signatory.** Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of CLIENT or PROVIDER, as the case may be, and that upon execution of this Agreement, it shall constitute a binding obligation of the CLIENT and PROVIDER.

**7.13. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

**7.14. Severability.** Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

**7.15. Non-waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

**7.16. Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

**7.17. Amendments.** The parties may amend this Agreement only by mutual written agreement of the parties.

**7.18. Captions and Section Headings.** Captions and section headings included in this Agreement are intended for convenience only and shall not be used to construe, explain or modify this Agreement in any manner whatsoever.

**7.19. Project Records.** For a period of two years after completion of all work to be performed, PROVIDER shall keep and make available to CLIENT for inspection and copying, upon written request by CLIENT, all records in PROVIDER's possession relating to this Agreement.

**7.20. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral agreements, understandings or representations. No change, modification, alteration or addition to the terms and conditions of this Agreement shall be binding unless in writing and signed by authorized representatives of both Parties.

**7.21. Nondiscrimination.** PROVIDER warrants and represents that all of its employees are treated **equally** during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

**7.22. Affirmative Action and Equal Opportunity Employer.** PROVIDER is an Affirmative Action Employer and an Equal Opportunity Employer of Protected Veterans.  
EOE/AA - Minorities/Females/Disabled/Veterans

**The Contractor or Subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

**7.23. Indemnification.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) arising from the indemnifying party's own negligent acts or omissions, or those negligent acts or omissions of the indemnifying party's officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Each party's indemnification is expressly limited to the amounts set forth in Section 768.28(5), Florida Statutes as amended by the Florida State Legislature. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, and/or negligence of the other party, its officers, officials, employees, agents, or contractors.

**7.24. Nonsolicitation of Employees.** During and for one (1) year after the term of this Agreement, CLIENT will not solicit the employment of, or employ the PROVIDER's personnel, without the PROVIDER's prior written consent.

**7.25. Arbitration.** All disputes arising between the parties in connection with this Agreement, which cannot first be settled amicably and satisfactorily between the parties, shall be finally settled under the rules of arbitration of the American Arbitration Association by a mutually agreeable arbitrator selected by the parties. If the parties cannot agree upon a single arbitrator, the matter shall be submitted to a board of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so selected shall appoint a third arbitrator. The award of the arbitrator shall be final and binding. No party shall be entitled to, and the arbitrator is not authorized to, award legal fees, expert witness fees, or related costs of a party. The arbitration shall be held in Centre County, Pennsylvania.

**7.26. Proprietary Information.** The Parties anticipate that performance of this Agreement may require them to disclose to each other information of a proprietary nature. Therefore, as an integral part of this transaction, the Parties agree to the following:



- a. Proprietary information disclosed by either Party may only be used by the other Party in performing its obligations under this Agreement.
- b. This Agreement is confidential and proprietary, and neither Party may disclose its contents without the prior written consent of other Party.

**7.27. General Announcement.** Notwithstanding any other provision of this Agreement, the Parties agree that PROVIDER may issue a press release or similar public announcement related to the overall Purpose of this Agreement subsequent to notification of CLIENT.

**7.28. Insurance.** The PROVIDER shall obtain and maintain adequate insurance, including professional liability insurance and any other insurance which CLIENT reasonably may require. Upon CLIENT's request, PROVIDER will promptly furnish CLIENT with certificates of insurance showing such coverage and naming CLIENT as an additional insured for the duration of this Agreement.

**7.29. Acceptance.** Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the Parties in the space below.

**7.30. Public Record.** Under Florida Law, all contracts with the CLIENT are subject to disclosure as a public records request pursuant to Chapter 119, Florida Statutes. If PROVIDER receives a public records request made pursuant to Chapter 119, Florida Statutes, PROVIDER agrees to contact the CLIENT immediately upon receipt of the request for review for confidential and/or exempt information prior to the release of the record(s).

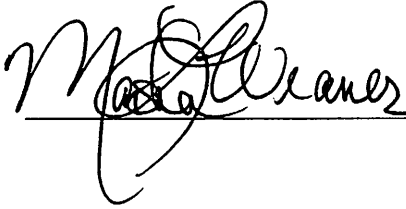
**M**  
**MissionCriticalPartners**

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year below written.

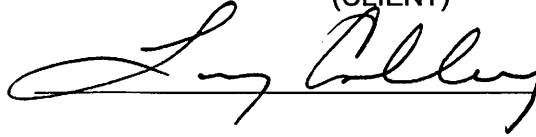
Witness:

Okaloosa County Sheriff Office, Florida

(CLIENT)



By:



Date:

11/18/19

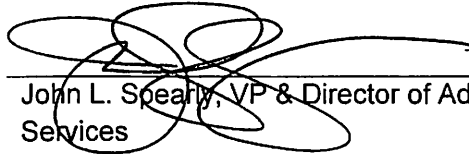
Witness:

Mission Critical Partners, LLC

(PROVIDER)



By:

  
John L. Searly, VP & Director of Administrative  
Services

Date:

November 14, 2019

## SCHEDULE A—SCOPE OF WORK

Mission Critical Partners supported Okaloosa County Sheriff's Office (OCSO) with the assessment of the Sheriff's Office's existing communications system. The result of that assessment was a recommendation that OCSO implements a 700/800 megahertz (MHz) Project 25 (P25) Phase II system to meet the needs of first responders. The OCSO has decided that a P25 Phase II system is the appropriate solution, and is looking to undertake a competitive procurement process that will allow bidding vendors to propose their unique solutions to address OCSO's communications requirements.

The scope of work (SOW) proposed will provide assistance with finalizing the design details, identifying payment milestone projections to establish the capital outlay, developing specifications for the replacement system, facilitating the procurement of the replacement system, and assisting with the negotiation of a contract with the successful vendor. MCP's SOW is specifically designed to account for the possibility of a shared system core and to allow request for proposal (RFP) responses for individual system components, including radio infrastructure, microwave, and civil work.

MCP understands OCSO's desire to proceed with a procurement process whereby vendors are not tightly bound by strict specifications so as to allow creative approaches to meet OCSO's communications requirements. Further, MCP understands that this process will allow the simultaneous negotiation with multiple vendors and allow for updated proposals based on changes requested by OCSO. MCP has developed this SOW to align with this process.

On the following pages, MCP has outlined our approach and solution for OCSO to support the enhancement of its public safety services.

### Task 1: Project Kickoff Meeting

MCP will conduct a project kickoff meeting with the project team and stakeholder representatives to:

- Establish mutual acquaintance
- Clarify roles
- Review and confirm the desired outcomes and deliverables

MCP's project manager will facilitate the meeting. Prior to the meeting, MCP will review available documentation or material that can be made available such as:

---

#### Kickoff Meeting Review

Project and task milestones

Schedules and deliverables

Project budget

System technology

Emerging technologies

(e.g., FirstNet)

---



- Letters, surveys, and contracts
- As-built documentation, Federal Communications Commission (FCC) documents and licenses
- Presentation materials and other items as determined

The OCSO and MCP will use Task 1 to gain a mutual understanding of OCSO's future vision.

#### Task 2: Design Finalization

In order to finalize design requirements, MCP will coordinate with Okaloosa County's Communications Selection Committee. This coordination will include onsite meetings to review coverage studies for varying system designs, review strengths and weaknesses of shared core options (including the Escambia/Santa Rosa shared-core), discuss other system design options, and review pricing for design alternatives.

The design will include a standalone very high frequency (VHF) system to support tone and voice paging, as well as provide backup capabilities in the event of a failure to the P25 radio communications system.

The agreed upon information will be documented for inclusion in the finalized radio system design.

#### Task 3: Master Planning for Capital Outlay

Project financing is one of the most critical aspects of a major capital project. In order to facilitate the acquisition of funds, MCP will perform a capital outlay plan to identify the estimated system costs and identify the estimated payment milestones and schedule to define when payments will be required. The analysis will include both capital expenses and recurring costs for system maintenance, tower leases, and other recurring expenses.

MCP will work with the appropriate Okaloosa County personnel to review funding sources (including the Office of Management and Budget [OMB] Director and the Okaloosa County Board of County Commissioners [OCBOCC] Grants Manager) and provide recommendations regarding when funds should be made available, and the length of any borrowing periods based on the expected equipment lifecycles.

#### Task 4: Statement of Work Development

Working from the approved conceptual design and understanding of user functionality, performance and reliability requirements, MCP will develop specifications documents for the procurement of each of the identified major systems:

• LMR system	• Backhaul system	• Voice paging system
--------------	-------------------	-----------------------

MCP anticipates that vendors can propose on any and/or all of the respective major systems. With OCSO, MCP will review and determine the best value solutions offered to each system.

### System Components

The functional and performance requirements documented in the specifications will be detailed sufficiently to emphasize that clearly and thoroughly presented requirements are to be met.

The procurement process is developed to support the flexibility to purchase, manage and install individual systems and components that complement each other, including, but not limited to:

#### System RFP Components

- Necessary equipment
  - Radio base stations
  - Antennas
  - Cabling
- Microwave
- Other identified components
  - Communications tower, shelter, and compound

This approach enables vendors to propose commercially viable solutions with less cost and risk, as long as the specified requirements are met.

### Procurement Requirements

MCP will work with Okaloosa County's purchasing and legal departments to incorporate contractual terms, boilerplate and requirements to ensure conformance with local and state procurement requirements.

### Multiple Vendor Response

If multiple vendors respond and OCSO determines that it is in its best interest to pursue this approach for cost-savings purposes, MCP will determine OCSO project management support adjustments to align with the revised oversight effort.

### Specification Areas

The OCSO's specifications would include the elements highlighted in the table below. The specifications will be designed utilizing functional requirements that detail the desired functionality of the system, but not obligate proposing vendors to a specific solution that could potentially restrict competition or limit alternative approaches that may be beneficial to OCSO.

Area	Description
Introduction and Overview	<ul style="list-style-type: none"> <li>• Introductory procurement process information for the proposer</li> <li>• Response and mandatory requirements instructions</li> <li>• Overview of proposal scoring and evaluation process</li> </ul>
Installation Schedule/ Technical Specifications	<ul style="list-style-type: none"> <li>• System design</li> <li>• Engineering specifications and backhaul requirements</li> <li>• Redundancy options</li> <li>• System coverage and capacity</li> <li>• System security</li> </ul>
Fleet Mapping	<ul style="list-style-type: none"> <li>• Departmental inventory</li> <li>• Talkgroup configuration</li> <li>• Channel requirements</li> <li>• System loading</li> <li>• Antenna configuration</li> </ul>
Interoperability Requirements and Diagrams	<ul style="list-style-type: none"> <li>• Method of connection</li> <li>• Testing plan and recommended frequency</li> <li>• Define interoperation needs and frequency</li> </ul>
Proposed Tower Site(s)	<ul style="list-style-type: none"> <li>• Quantity, locations and requirements               <ul style="list-style-type: none"> <li>– Physical, electrical, site accessibility/security</li> <li>– Grounding, surge protection, structural tower loading</li> <li>– Fuel type/supply</li> <li>– Heating, ventilation and air-conditioning (HVAC) requirements</li> </ul> </li> <li>• Preferred tower location maps</li> </ul>
Itemized Equipment Costs	<ul style="list-style-type: none"> <li>• Labor costs and rates               <ul style="list-style-type: none"> <li>– Design and engineering</li> <li>– Project management</li> <li>– Installation and testing</li> </ul> </li> <li>• Software and hardware warranty costs</li> <li>• Maintenance</li> </ul>

**Deliverable(s):**

- Draft specifications for OCSO review and feedback for each of the identified systems
- Final specifications for release to the vendor community and procurement process

### *Evaluation Support*

Upon approval of each final procurement package for release by Okaloosa County procurement staff, MCP will support the evaluation, vendor selection and contract negotiation process including:

- Detailed proposal review meetings with the Okaloosa County Communication Selection Committee
- Vendor(s) selection process support
- Contract negotiation planning meeting
- Participation in contract negotiation meetings with the vendor(s)

MCP will be responsible for the following aspects of the solicitation process:

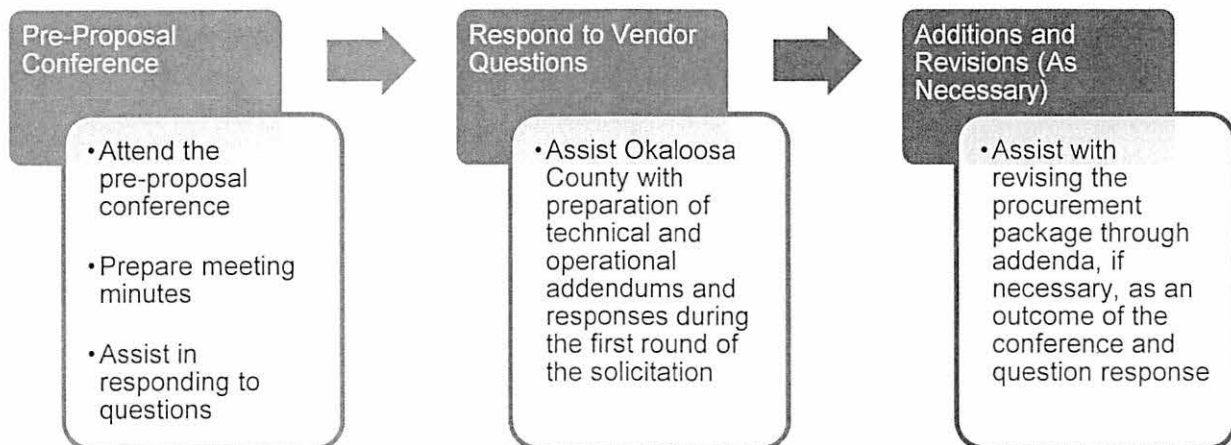


Figure 1: Solicitation Process Support

Additional consideration to define this phase will be required once vendors are identified and proposals reviewed. MCP will:

- Coordinate communications between vendors and Okaloosa County Procurement personnel
- Ensure that all proposers experience a confidential and level playing field
- Present high-level components of each proposal
- Specifically address the proposal's ability to meet user requirements
- Develop appropriate summary documents

Some items to be included in the summary documents include:

Summary Documents
<p>Evaluation</p> <ul style="list-style-type: none"> <li>• Introduction and short review of the review process</li> <li>• Evaluation scoring matrix</li> <li>• Coordinate with Okaloosa County Procurement to establish criteria for Committee selection method</li> <li>• Department representation</li> <li>• Single-page summary of proposals</li> <li>• Comparison of proposals to the procurement document</li> <li>• Value-added items</li> <li>• Areas not sufficiently meeting specifications</li> </ul>
<p>Negotiations</p> <ul style="list-style-type: none"> <li>• Vendor oral presentations</li> <li>• Shortlist meetings (as required)</li> <li>• Best and final offer (as required)</li> <li>• Vendor contract negotiations (with multiple vendors)</li> </ul>
<p>Scoring</p> <ul style="list-style-type: none"> <li>• Criteria used for scoring</li> <li>• Explanation of the scoring method</li> <li>• Summary of proposer's score in each RFP section</li> <li>• Conclusions and recommendations</li> </ul>

### Vendor Contract Negotiation Support

Once the vendor(s) are selected for award notification, MCP will:

- Support final negotiations
- Support contract execution

MCP uses its database of nationwide pricing to negotiate with vendors to achieve a system design that fulfills OCSO's performance requirements, with the assurance of the most competitive pricing.

Once final negotiations are completed, MCP will assist via Webex and/or teleconference in presenting the final results to the system stakeholders if requested by OCSO.

## Project Methodology

### Project Management

The Project Management Institute (PMI) framework has been used to develop our solution for OCSO.

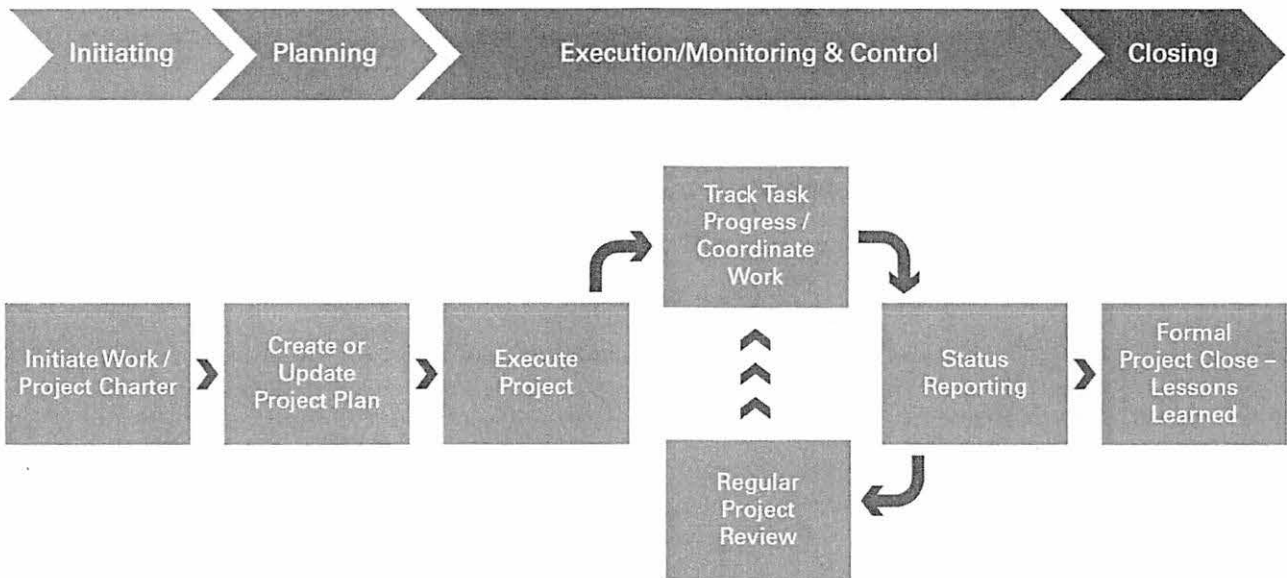


Figure 2: PMI Framework

This industry standard is used by the project manager (PM) to ensure a successful outcome and to ensure alignment with the stakeholder community through the project lifecycle.

### Initiation and Planning

Upon project initiation, MCP develops a project plan by working closely with OCSO to develop the right approach for your agency and stakeholder community, sub-sections can include:

• Risk Management	• Communications	• Resource Allocation	• Deliverables
-------------------	------------------	-----------------------	----------------

Once defined, the plan drives the project from initiation through completion.

## Execution and Monitoring

MCP conducts project reviews to ensure alignment with the developed project plan, including:

• Scope	• Quality	• Budget
---------	-----------	----------

## Tools

MCP manages and tracks project resources, assignments, costs and maintains the schedule using a combination of manual and automated industry-recognized tools:

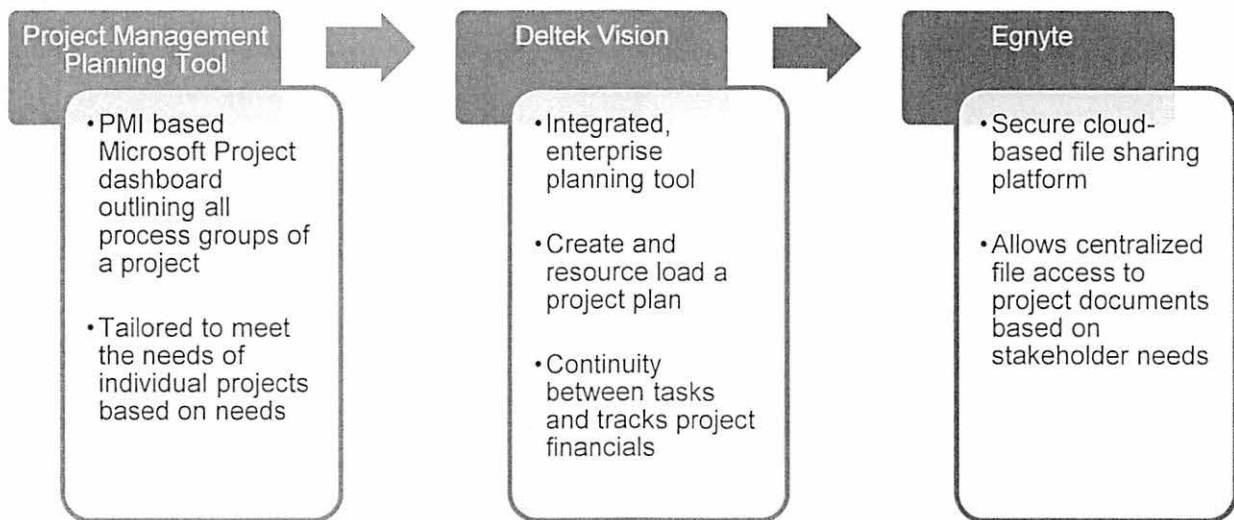


Figure 3: MCP's Project Management Tools

## Project Completion

MCP's tools allow the PM to:

- Ensure that staff are being used efficiently
- Ensure that staff are not being assigned more hours in a given period than could be applied reasonably
- Monitor and compare hours planned or needed to complete a task or against the hours assigned

This allows the PM to assign time and tasking in a balanced and reasonable fashion to:

- Identify any pending shortfalls
  - Rebalancing staff assignments to accommodate and address potential shortfall
- Communicate changes in regular project meetings to ensure OCSO requirements are being met



## Quality Assurance/Quality Control

Our PM is responsible for the quality assurance and quality control (QA/QC) process for all deliverables including scheduling, formal delivery and follow up to ensure all expectations are met.

Section	Description
Peer Review	<ul style="list-style-type: none"> <li>Content validation               <ul style="list-style-type: none"> <li>Reviewed by appropriate project team members and other subject-matter experts</li> </ul> </li> <li>Ensure that the deliverable satisfies the project's scope of work</li> <li>Leverages industry standards and best practices, the depth of knowledge of the reviewers, and information obtained from other similar projects</li> </ul>
Peer Review Edits	<ul style="list-style-type: none"> <li>Validate the comments received via peer review</li> <li>Incorporate applicable changes into the deliverable</li> </ul>
Quality Assurance	<ul style="list-style-type: none"> <li>Comprehensive deliverable review is initiated by MCP staff with industry knowledge and experience, as well as specific expertise in editorial content review</li> <li>The objective of this phase is to ensure that the:               <ul style="list-style-type: none"> <li>Deliverable is comprehensive and thorough</li> <li>Text, tables, and graphics are accurate</li> <li>Text flows logically and is grammatically correct</li> </ul> </li> </ul>
Quality Control	<ul style="list-style-type: none"> <li>Once all edits from the QA staff have been reviewed by the PM and incorporated, the deliverable moves into the final stage, quality control</li> <li>In this phase, document-creation experts further scrutinize the deliverable to ensure:               <ul style="list-style-type: none"> <li>Accuracy and grammatical correctness</li> <li>The deliverable meets industry standards regarding documentation</li> <li>The appearance of the deliverable aligns with MCP and/or client standards</li> </ul> </li> </ul>

Deliverables are vetted thoroughly prior to delivery to OCSO. In the event that a deliverable does not meet your expectations, the PM will meet with you to review any identified deficiencies, to ensure that they are documented and, more importantly, corrected to your satisfaction.





## SCHEDULE B—HOURLY RATES

MISSION CRITICAL PARTNERS, LLC  
2019 Rate Schedule – Including Expenses

Description	Rate/Hour
Support Specialist	\$84.07
Support Specialist I	\$90.62
Support Specialist II	\$113.55
Support Specialist III	\$117.91
Emergency Number Specialist	\$125.56
Policy Specialist/Technical Writer	\$149.58
Public Safety Specialist	\$149.58
Public Safety Specialist II	\$160.49
Communications Specialist	\$175.78
Planner	\$191.07
Assistant Project Manager	\$192.16
Technology Specialist I	\$201.98
Project Manager	\$209.63
Consultant	\$218.36
Technology Specialist II	\$218.36
Operations Specialist I	\$218.36
Lead Policy Consultant	\$226.00
Sr. Technology Specialist	\$231.46
Emergency Response Specialist	\$231.46
Operations Specialist II	\$231.46
Sr. Project Manager	\$238.01
Sr. Consultant	\$245.66
Sr. Services Specialist	\$245.66
Program Manager	\$252.21
Forensics Analyst	\$259.85
Consulting Manager	\$281.68
Sr. Program Manager	\$281.68
Principal	\$293.69