

PROFESSIONAL SERVICES AGREEMENT

BY AND BETWEEN

WILLIAMSON COUNTY, TEXAS

AND

JEFFERSON ASSOCIATES, INC.

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (*the "Agreement"*) is made and entered into this day by and between Williamson County ("County"), Texas, a political subdivision of the State of Texas, (*the "County"*) and Jefferson Associates, Inc. (*the "Consultant"*).

WHEREAS, *County* desires to obtain professional consulting services in relation to its acquisition and procurement of emergency communications software and hardware commonly referred to as a Computer Aided Dispatch System (*the "Project"*); and

WHEREAS, Consultant expressly understands the scope of this *Project* is global in nature and not limited to strictly a Computer Aided Dispatch System (CAD) and that other applications such as records management systems, mobile data applications, and other paperless reporting and operational applications are also included but for purposes of clarity in this *Agreement*, the term Computer Aided Dispatch System includes the aforementioned applications, systems, and modules; and

WHEREAS, **Consultant** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Consultant* agree to the performance of the professional consulting services by *Consultant* and the payment for these services by *County* as set forth herein.

Section I

Employment of the Consultant

County agrees to employ **Consultant** and **Consultant** agrees to perform professional consulting services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the **County's Project Manager**. Except as otherwise specifically set forth herein, if the **County's Project Manager** cannot resolve a dispute between **County** and **Consultant**, such dispute shall be submitted the **County's Commissioners Court**. The **County's Commissioners Court** shall have complete authority for the purpose of resolving disputes between **County** and **Consultant** and the decision of the **County's Commissioners Court** shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II

Basic Services of the Consultant

A. In consideration of the compensation herein provided, **Consultant** shall perform professional consulting services for the **Project**, which are acceptable to the **County**, based

on standard practices within the industry and the scope of work described on the Exhibits attached to this *Agreement* and as otherwise described herein. Furthermore, *Consultant* shall serve as *County*'s professional consultant in those phases of the *Project* to which this *Agreement* applies and will consult with and give advice to *County* during the performance of *Consultant's* services.

- B. *Consultant* shall not commence work until *Consultant* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. *County* shall provide *Consultant* with all existing plans, reports and other data, to the extent any exist, in its possession relative to this particular *Project*, at no cost to *Consultant*; however, any and all such information shall remain the property of *County* and shall be returned to *County* upon completion of the *Project*.
- D. *Consultant* shall perform the following Basic Scope of Services (*the "Basic Scope of Services"*):
 - 1. The *Basic Scope of Services* shall generally consist of all elements of work, materials and equipment required for the *Project*, including any Public Hearings and/or meetings, satisfactory to the *County*, in accordance with the requirements, policies, and general practices of Williamson County.
 - 2. As part of the *Basic Scope of Services*, *Consultant* shall submit any reports, opinions or other types of work products to *County* for review at regular intervals.
 - 3. The *Basic Scope of Services* for the *Project* is set forth herein as Appendix A to this *Agreement*, and is expressly incorporated and made a part hereof.

Section III Fee schedule

- A. For and in consideration of the performance by *Consultant* of all of the work described in the *Basic Scope of Services*, *County* shall pay and *Consultant* shall receive the not-to-exceed fee set forth in Exhibit I, which is attached hereto. *County* will prepare and issue Work Authorizations, in the form identified and attached as Attachment A to Exhibit I, in order to authorize the *Consultant* to perform one or more tasks of the *Basic Scope of Services*. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, a deadline for completing such tasks and a fee amount agreed upon by the *County* and *Consultant*. Invoices for the portion of work described under each Work Authorization shall be submitted to the *Project Manager* by *Consultant* following completion of all such work, and will be paid in accordance with Chapter 2251 of the Texas Government Code.
- B. For the performance of services not described in the *Basic Scope of Services* ("Additional Services"), *Consultant* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. The fees for *Additional*

Services shall be based on the hourly rate(s) set forth in Exhibit II, which is attached hereto. In no instance will the sum of all payments made to *Consultant* for work activities described as *Basic Scope of Services* exceed the not-to-exceed fee set forth in Exhibit I, which is attached hereto, plus any additional compensation agreed to be paid for the Final Completion of the *Project*. The maximum amount payable for the *Basic Scope of Services* includes reimbursement for lodging expenses in an amount not to exceed \$70 per night (plus applicable taxes / surcharges). The maximum amount payable under this *Agreement* for both the *Basic Scope of Services* and any *Additional Services*, if any, shall not exceed the compensation cap amount set forth in the attached Exhibit I (the “*Compensation Cap*”). In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

C. In the event of any dispute over the classification of *Consultant's* services as *Basic* or *Additional Services* under this *Agreement*, the decision of the *Project Manager* shall be final and binding on *Consultant*.

Section IV **Period of Service**

- A. *Consultant* shall perform the professional services described in Appendix A, the *Basic Scope of Services*, in accordance with terms of the Production Schedule attached hereto as Exhibit IV and in accordance with the specific date or time for completion set forth in each Work Authorization issued during the term of this *Agreement*.
- B. This *Agreement* shall become effective when executed by all parties and will remain in full force and effect until *Consultant* completes all work described in the *Basic Scope of Services*, unless terminated earlier as provided for herein. *Consultant* shall finally complete all work described in the *Basic Scope of Services* by no later than the date or time period set forth in the Production Schedule attached hereto as Exhibit IV.
- C. Neither *Consultant* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Consultant's* or *County's* reasonable control. Upon the discovery of such an event, *Consultant* shall notify *County*, and attend a special meeting with the *Project Manager* and the *County's* Steering Committee to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the *Project Manager*.
- D. *County* may suspend the work at any time for any reason without terminating this *Agreement* by giving written Notice of Suspension and the work may be reinstated and this *Agreement* resumed in full force and effect within sixty (60) days of receipt by *Consultant* of written Notice of Reinstatement from *County*. *Consultant*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the

Project or the *Consultant's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Consultant* may terminate this *Agreement* in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. This *Agreement* may be terminated by either party, for convenience and without cause, upon thirty (30) days written notice to the other party. *Consultant* shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice.
- F. All references to time in this *Agreement* shall be measured in calendar days unless otherwise specified.

Section V **Coordination with the County**

- A. The *County's Commissioners Court* designates the Williamson County Emergency Services Director as the *County's Project Manager* (the “*Project Manager*”) and the primary point of contact between the *County* and *Consultant*. The *Project Manager* will act on behalf of *County* with respect to the work to be performed under this *Agreement*. The *Project Manager* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Consultant's* services.
- B. *Consultant* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County* in substantially the form of Attachment A to Exhibit I.
- C. *Consultant* shall furnish *County* all reasonable assistance necessary for the *Project*.
- D. *Consultant* shall have the responsibility, at all times under the term of this *Agreement*, to advise *County* of its opinions and judgments relating to *County's* procurement of a particular Computer Aided Dispatch System and associated modules and applications if necessary.
- E. *Consultant* shall cooperate and coordinate with *County's* staff as reasonable and necessary and as required by the *Project Manager*.

Section VI **Revision to Work**

Consultant shall make, without expense to *County*, such revisions to any reports, opinions or other types of work products produced by *Consultant* which may be required to correct negligent errors or omissions of *Consultant* so that such reports, opinions or other types of work products meets the needs of *County* and are true and complete.

Section VII

Consultant's Responsibility and Liability

- A. **Consultant** covenants to undertake no task in which a professional license or certificate is required unless it or someone under its direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Consultant** shall inform **County** of such event within five working days. In the event a licensed professional working for the **Consultant** suffers a suspension or revocation of professional licenses or certifications and the **Consultant** has no other professional with like kind credentials to continue the **Project**, the **Consultant** shall bear the burden and any additional cost of employing a replacement professional with proper credentials.
- B. **Consultant** shall be responsible for conformance with applicable federal, state and local laws in effect.
- C. Acceptance and approval of the **Consultant's** work by **County** shall not release **Consultant** of any responsibility or liability for the accuracy and competency of its work performed under this **Agreement**. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in any work performed by **Consultant**.
- D. **CONSULTANT SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF CONSULTANT OR ANY OF ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, CONSULTANT SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS AGENTS, EMPLOYEES OR SUBCONTRACTORS.**
- E. **Consultant** shall perform all services and responsibilities required of **Consultant** under this **Agreement** in a manner consistent with the level of care and skill ordinarily exercised by members of the profession practicing contemporaneously under similar conditions in the locality of the **Project**.
- F. **Consultant** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this **Agreement** and that **Consultant** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** may, at its discretion, approve the assignment and release of all key **Consultant** and professional personnel.

G. All employees of **Consultant** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Consultant**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall, upon **County's** request, be immediately removed from association with the **Project**. For a period of two years following the Final Completion or the termination of this **Agreement**, whichever event occurs first, **Consultant** understands he/she/it is strictly prohibited from consulting with or employing any previous Williamson County employee. For a period of two years following the Final Completion or termination of this **Agreement**, whichever event occurs first, **County** agrees that it shall not employ or contract with any employee, agent or representative of **Consultant**, whether present or future, who shall at any time hereafter have performed any professional services on the **Project** on behalf of **Consultant**.

H. **Consultant** shall furnish all travel, living expenses, equipment, transportation, supplies, and materials required for its operations and performance of the work under this **Agreement** (exclusive of reimbursed lodging expenses as described in Section III, paragraph B).

I. **Consultant** shall place its endorsement on all documents and consulting data furnished to **County**.

J. **Consultant** is an independent contractor under this **Agreement**. Neither it, nor any officer, agent or employee of **Consultant** shall be classified as an employee of **County**. It is acknowledged and understood that, during the term of this **Agreement**, neither **Consultant** nor any of its officers, agents or employees may own any interest in any company that is offering a Computer Aided Dispatch System or associated applications or modules to **County** or be employed by such company.

K. **Consultant** and any of its officers, agents, and employees may be required to submit and successfully pass a finger-print criminal history investigation as required by the Texas Department of Public Safety for access to restricted Local, State and Federal databases.

L. **Consultant** must report within five (5) days to **County** any civil or criminal litigation to which **Consultant** or any of its officers or directors is now or hereafter made a party. The Consultant also understands that the loss of Texas Department of Public Safety access to restricted databases may result in termination of this **Agreement**, removal/replacement of ancillary personnel, etc. to this **Project**.

Section VIII Ownership of Documents

A. Any and all documents, reports, specifications, data prepared, written opinions or other types of work products produced by **Consultant** during the term of this **Agreement** are the property of **County** and upon completion of the work or termination of this **Agreement** or

as otherwise instructed by *County*, shall be delivered to *County* in an organized fashion with at least five written and one CD product manual with *Consultant* retaining a copy.

B. Any reuse by *Consultant* of any such documents described in subsection A. above, without the specific written consent of *County*, is prohibited. The *Consultant* is prohibited from releasing sensitive or strategic information such as physical locations of critical infrastructure, staffing models, or district boundary information, Grade of Service information, or response time data.

Section IX **Maintenance of and Right of Access to Records**

A. *Consultant* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this *Agreement* have been closed. The *Consultant* is required to furnish this information to *County*, at *County*'s expense, within thirty (30) days of Final Completion or termination of this *Agreement*, whichever event occurs first.

B. *Consultant* further agrees that *County* or its duly authorized representatives shall, at *County*'s expense, until the expiration of three (3) years after final payment under this *Agreement*, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Consultant*, which are directly pertinent to the services to be performed under this *Agreement* for the purposes of making audits, examinations, excerpts, and transcriptions. *Consultant* agrees that *County* shall, at *County*'s expense, have access during normal working hours to all necessary *Consultant* facilities and be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Consultant* reasonable advance notice of intended audits.

C. *Consultant* further agrees to include in all its sub-consultant agreements hereunder, if any, a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.

D. *Consultant* and sub-consultant, if any, agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Consultant* for the cost of copies at the rate published in the Texas Administrative Code for copies made by *County* in effect as of the time copying is performed.

Section X

Miscellaneous

- A. **Severability.** If any provision of this *Agreement* shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire *Agreement* will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this *Agreement* is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this *Agreement* and be deemed to be validated and enforceable.
- B. **Venue and Governing Law.** It is contemplated that this *Agreement* shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this *Agreement* shall lie exclusively in Williamson County, Texas. This *Agreement* shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** *Consultant* agrees, during the performance of the services under this *Agreement*, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Consultant.** *Consultant* certifies that neither *Consultant* nor any members of *Consultant's* firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for *Consultant*) to solicit or secure the work provided by the *Agreement*.
 - (2) Agreed, as an expressed or implied condition for obtaining this *Agreement*, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this *Agreement*.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for *Consultant*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this *Agreement*.
- E. **Notice.** Any notice to be given hereunder shall be in writing and may be effected by

personal delivery, by telecopier, or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CONSULTANT: Limus Jefferson, Chairman and CEO
Jefferson Associates, Inc.
17045 El Camino Real, Ste. 100
Houston, Texas 77058
FAX: 281/286-1048

COUNTY: Dan A. Gattis
Williamson County Judge
710 S. Main, Suite 106
Georgetown, Texas 78626
FAX: (512) 943-1662

with copy to: John Sneed
Williamson County Emergency
Services Director
303 M.L.K. Street
Georgetown, Texas 78626
FAX: (512) 943-1269

with copy to: Honorable Jana Duty (or successor)
Williamson County Attorney
405 M.L.K. Street, Box #7
Georgetown, Texas 78626
FAX: (512) 943-1431

F. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Consultant* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Consultant* hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Consultant* is delinquent in the payment of property taxes.

G. **Successors and Assigns.** This *Agreement* shall be binding upon and inure to the benefit of *County* and *Consultant* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Consultant* may assign, sublet, or transfer its interest in or obligations under this *Agreement* without the written consent of the other party hereto.

H. **Bidding Exemption.** This *Agreement* is exempted from the bidding requirements of the

County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

- I. ***Taxpayer Identification.*** ***Consultant*** shall provide to ***County*** upon submittal of ***Consultant's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- J. ***Compliance with Laws.*** ***Consultant*** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this ***Agreement***, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Consultant*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- K. ***Gender, Number and Headings.*** Words of any gender used in this ***Agreement*** shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this ***Agreement***.
- L. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the ***Agreement*** are incorporated by reference as if set forth verbatim herein.
- M. ***Entity Status.*** By my signature below, I certify that ***Consultant*** is a corporation, duly authorized to transact and do business in the State of Texas.
- N. ***Acknowledgement.*** As a duly authorized representative of ***Consultant***, I acknowledge, by my signature below, that I have read and understand the above paragraphs and that ***Consultant*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- O. ***Independent Contractor Status.*** Both parties hereto, in the performance of this ***Agreement***, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The ***Consultant*** shall be responsible for providing all necessary unemployment and workers' compensation insurance for the ***Consultant's*** employees.
- P. ***No Waiver of Immunities.*** Nothing in this ***Agreement*** shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the

State of Texas and of the United States.

Q. ***Texas Public Information Act.*** To the extent, if any, that any provision in this ***Agreement*** is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that ***County***, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to ***County*** as to whether or not the same are available to the public. It is further understood that ***County***, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that ***County***, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to ***County*** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

R. ***Interest and Late Payments.*** ***County***'s payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County***'s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify ***Consultant*** of the discrepancy. Following ***County***'s notification of any discrepancy as to an invoice, ***Consultant*** must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County***'s payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

S. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this ***Agreement*** and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this ***Agreement***.

T. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I through X of this ***Agreement*** and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this ***Agreement***, the terms and conditions set forth in Sections I through X of this ***Agreement*** shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this ***Agreement***.

U. ***Entire Agreement.*** This *Agreement* represents the entire and integrated *Agreement* between **County** and **Consultant** and supersedes all prior negotiations, representations, or agreements, either oral or written. This *Agreement* may be amended only by written instrument signed by both **County** and **Consultant**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

THE CONSULTANT:

JEFFERSON ASSOCIATES, INC.

BY: _____

Printed Name: _____

Representative Capacity: _____

Date: _____, 2008

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis,
Williamson County Judge

Date: _____, 2008

Reviewed as to Form By:

Hal C. Hawes
Assistant Williamson County Attorney

James R. Gilger
Williamson County Contract
Management Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

NOT-TO-EXCEED FEE

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-exceed fee for the Final Completion of the *Basic Scope of Services* described in this *Agreement* shall be **\$326,663.00**.

SECTION 2 - NOT-TO- EXCEED FEE

- 2.1 Except for the additional compensation for finally completing the *Basic Scope of Services* described in this *Agreement*, *Consultant* and *County* acknowledge the fact that the not-to-exceed fee set forth under Section 1.1 above is the total costs of services to be rendered under this *Agreement* for the *Basic Scope of Services*. *Consultant* shall only be entitled to compensation for the actual work performed.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A, in order to authorize the *Consultant* to perform one or more tasks of the *Basic Scope of Services*. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, a deadline for completing such tasks and a fee amount agreed upon by the *County* and *Consultant*. The Work Authorization will not waive the *Consultant's* responsibilities and obligations established in this *Agreement*. The executed Work Authorizations shall become part of this *Agreement*.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Consultant* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Consultant* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Consultant* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Consultant* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For *Additional Services*, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Consultant* shall be compensated for extra services not included in the *Basic Scope of Services* described in this *Agreement* on the basis specified in Exhibit III; however, *Consultant* shall not be compensated for work made necessary by *Consultant's* negligent errors or omissions.
- 4.3 The maximum amount payable under the *Agreement* for both *Basic Scope of Services* and *Additional Services*, if any, shall be **\$391,996.00** (the “*Compensation Cap*”), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Consultant* shall provide *County* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *County* will be accompanied by an original, complete packet of supporting documentation. Invoices for *Basic Scope of Services* should contain a representation of the percentage of completion relative to that segment of the *Project*. Invoices for *Additional Services* that are not considered deliverable-based services should detail hours worked by staff person, with a description of the work performed by individuals.
- 5.3 Invoices requesting reimbursement for expenditures related to the *Project* must be accompanied by copies of the provider's invoice which was previously paid by *Consultant*.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the *Agreement* entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Jefferson Associates, Inc. (*the "Consultant"*).

Part 1. The *Consultant* will provide the following described portion and/or tasks of the *Basic Scope of Services*:

Part 2. The maximum amount payable for services under this Work Authorization, without modification, is \$_____.

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made upon completion of the above described portion and/or tasks, in accordance with the *Agreement*.

Part 4. This Work Authorization shall become effective on the date of the last party's execution of same and the work subject hereof shall be completed on or before _____, _____.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the *Agreement*.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
JEFFERSON ASSOCIATES, INC.

By: _____

Signature

Representative Capacity

Date: _____, 2008

COUNTY:
WILLIAMSON COUNTY, TEXAS

By: _____
John Sneed,
Project Manager
Date: _____, 2008

EXHIBIT II

HOURLY RATES

The Hourly Rate for *Consultant* will be \$116.33 per hour.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

- A. For the performance of work not described in the *Basic Scope of Services* of the *Agreement* (“*Additional Services*”), *County* shall pay and *Consultant* shall receive, under a negotiated Work Authorization, compensation based upon the method(s) and rate(s) set forth in Exhibits I and II to the *Agreement*.
- B. The performance of any *Additional Services* must be authorized, in writing, in advance by the *Project Manager*.
- C. In the event of any dispute over the classification of *Consultant's* services as either *Basic* or *Additional Services*, the decision of the *Project Manager* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

All work described in the ***Basic Scope of Services*** shall be completed, to ***County's*** satisfaction, within 312 days from the date in which the last party executes this ***Agreement*** (referred to in the ***Agreement*** as "Final Completion").

The following production schedule is a detailed list of the phases and tasks of each phase of the ***Basic Scope of Services***, along with the amount of time allotted to complete such phases and tasks:

| Williamson County CAD (<i>County CAD</i>) | 312 days | 10/29/2008 8:00 | 1/14/2010 17:00 |
|--|----------------|------------------------|-------------------------|
| Start | 312 days | | |
| Phase I | 47 days | 10/29/2008 8:00 | 1/1/2009 17:00 |
| Task 1 - Strategy & Direction | 18 days | 10/29/2008 8:00 | 11/21/2008 17:00 |
| Kickoff Mtg-Objectives & Timeline | 1 day | 10/29/2008 8:00 | 10/29/2008 17:00 |
| Develop Roles / Responsibilities Matrix | 1 day | 10/29/2008 8:00 | 10/29/2008 17:00 |
| Interview Executive Sponsors | 1 day | 10/30/2008 8:00 | 10/30/2008 17:00 |
| Agency Executive Interviews | 1 day | 10/31/2008 8:00 | 10/31/2008 17:00 |
| Interview Sheriff and Executive Staff | 2 days | 11/3/2008 8:00 | 11/4/2008 17:00 |
| Develop Preliminary Risk Assessment | 2 days | 11/5/2008 8:00 | 11/6/2008 17:00 |
| Develop Survey Instrument | 2 days | 11/7/2008 8:00 | 11/10/2008 17:00 |
| Draft Preliminary Goals, Objectives, and Priorities Report | 8 days | 11/11/2008 8:00 | 11/20/2008 17:00 |
| Deliver Preliminary Goals, Objectives, and Priorities Report | 1 day | 11/21/2008 8:00 | 11/21/2008 17:00 |
| Task 2 - Existing Conditions Assessment | 29 days | 11/24/2008 8:00 | 1/1/2009 17:00 |
| Distribute Survey Instrument | 2 days | 11/24/2008 8:00 | 11/25/2008 17:00 |
| On Site Analysis - CAD | 5 days | 11/24/2008 8:00 | 11/28/2008 17:00 |
| On Site Analysis- CAD Operations / Procedures | 5 days | 11/24/2008 8:00 | 11/28/2008 17:00 |
| On Site Analysis - RMS | 2 days | 12/1/2008 8:00 | 12/2/2008 17:00 |
| On Site Analysis - Field Operations | 4 days | 12/3/2008 8:00 | 12/8/2008 17:00 |
| On Site Analysis - Investigative Operations | 4 days | 12/3/2008 8:00 | 12/8/2008 17:00 |
| Compile / Analyze Survey Data | 4 days | 12/9/2008 8:00 | 12/12/2008 17:00 |
| Draft Existing Conditions Report | 5 days | 12/15/2008 8:00 | 12/19/2008 17:00 |
| Deliver / Present Existing Conditions Report | 1 day | 12/22/2008 8:00 | 12/22/2008 17:00 |
| Gather ROM Costing - All Systems | 3 days | 12/23/2008 8:00 | 12/25/2008 17:00 |
| Gather New & Emerging Technologies Info | 2 days | 12/26/2008 8:00 | 12/29/2008 17:00 |
| Prepare Solutions & Options Report | 3 days | 12/30/2008 8:00 | 1/1/2009 17:00 |
| Present Technology & Solutions Report | 1 day | 12/30/2008 8:00 | 12/30/2008 17:00 |
| Update Goals, Objectives and Priorities Report - Final | 1 day | 12/30/2008 8:00 | 12/30/2008 17:00 |
| Phase II | 17 days | 11/19/2008 8:00 | 12/11/2008 17:00 |
| Task 3 - Develop Request for Information | 17 days | 11/19/2008 8:00 | 12/11/2008 17:00 |

| | | | |
|---|----------------|-----------------------|------------------------|
| Analyze Task 1 and 2 Findings | 1 day | 11/19/2008 8:00 | 11/19/2008 17:00 |
| ID Potential Vendor Distribution List | 1 day | 11/19/2008 8:00 | 11/19/2008 17:00 |
| Draft RFI Document | 15 days | 11/20/2008 8:00 | 12/10/2008 17:00 |
| Deliver RFI Document | 1 day | 12/11/2008 8:00 | 12/11/2008 17:00 |
| Phase III | 29 days | 1/5/2009 8:00 | 2/12/2009 17:00 |
| Task 4 - Evaluate RFI Responses | 29 days | 1/5/2009 8:00 | 2/12/2009 17:00 |
| Functional Assessment Review | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| CAD System Functions | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Records Management System Functions | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Field Based Reporting Module / Component | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Mobile Data Module / Component | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Integration / Information Sharing | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Other Systems Integration / Information Sharing | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| High Level Technical Assessment | 15 days | 1/5/2009 8:00 | 1/23/2009 17:00 |
| Compile / Analyze Team Scoring | 3 days | 2/3/2009 8:00 | 2/5/2009 17:00 |
| Vet RFI Response Ranking / Scoring Assessment w/ Team | 1 day | 2/10/2009 8:00 | 2/10/2009 17:00 |
| Compile Vendor Short List for Product Demos | 1 day | 2/11/2009 8:00 | 2/11/2009 17:00 |
| Draft Product Demonstration Invitation Letter | 1 day | 2/12/2009 8:00 | 2/12/2009 17:00 |
| Phase IV | 23 days | 3/2/2009 8:00 | 4/1/2009 17:00 |
| Task 5 - Vendor Product Demonstrations | 23 days | 3/2/2009 8:00 | 4/1/2009 17:00 |
| Schedule / Coordinate Product Demonstrations | 5 days | 3/2/2009 8:00 | 3/6/2009 17:00 |
| Develop Product Demonstration Evaluation Matrix - All Systems | 3 days | 3/2/2009 8:00 | 3/4/2009 17:00 |
| Project Manage Vendor Demonstrations / Evaluations | 5 days | 3/12/2009 8:00 | 3/18/2009 17:00 |
| Compile / Analyze RFI Evaluations | 3 days | 3/19/2009 8:00 | 3/23/2009 17:00 |
| Vet Product Demonstration Results with Team | 1 day | 3/24/2009 8:00 | 3/24/2009 17:00 |
| Make Recommendation / Draft RFI Product Evaluation Report | 3 days | 3/25/2009 8:00 | 3/27/2009 17:00 |
| Deliver RFI Vendor Product Demonstration Evaluation Report | 1 day | 4/1/2009 8:00 | 4/1/2009 17:00 |
| Phase V | 27 days | 4/2/2009 8:00 | 5/8/2009 17:00 |
| Task 6 - Develop Request for Proposal Document | 27 days | 4/2/2009 8:00 | 5/8/2009 17:00 |
| ID Vendor Distribution List | 2 days | 4/2/2009 8:00 | 4/3/2009 17:00 |
| Compile Functional / Requirements - All Systems | 20 days | 4/6/2009 8:00 | 5/1/2009 17:00 |
| Draft RFP Document | 20 days | 4/6/2009 8:00 | 5/1/2009 17:00 |
| Vet RFP Document with Team / Open Forum | 3 days | 5/4/2009 8:00 | 5/6/2009 17:00 |
| Vet RFP Document with Agency Executives / Executive Sponsors | 1 day | 5/7/2009 8:00 | 5/7/2009 17:00 |
| Deliver RFP Document | 1 day | 5/8/2009 8:00 | 5/8/2009 17:00 |
| Phase VI | 33 days | 6/15/2009 8:00 | 7/29/2009 17:00 |
| Task 7 - Evaluate RFP Responses | 33 days | 6/15/2009 8:00 | 7/29/2009 17:00 |
| Functional Assessment Review | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| CAD System Functions | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Records Management System Functions | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Field Based Reporting Module / Component | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Mobile Data Module / Component | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Integration / Information Sharing | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Other Systems Integration / Information Sharing | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |

| | | | |
|--|----------------|------------------------|-------------------------|
| High Level Technical Assessment | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Best Fit / Value Assessment | 20 days | 6/15/2009 8:00 | 7/10/2009 17:00 |
| Compile / Analyze Team Scoring | 5 days | 6/15/2009 8:00 | 6/19/2009 17:00 |
| Develop RFP Evaluation Results and Scoring Report | 5 days | 6/15/2009 8:00 | 6/19/2009 17:00 |
| Vet RFP Response Ranking / Scoring Assessment w/ Team | 1 day | 7/20/2009 8:00 | 7/20/2009 17:00 |
| Compile Vendor Short List for Product Demos | 1 day | 7/28/2009 8:00 | 7/28/2009 17:00 |
| Draft Short List Invitation Letter | 1 day | 7/29/2009 8:00 | 7/29/2009 17:00 |
| Phase VII | 26 days | 8/10/2009 8:00 | 9/14/2009 17:00 |
| Task 8 - Vendor Product Demonstrations | 26 days | 8/10/2009 8:00 | 9/14/2009 17:00 |
| Develop Product Demo Scripts / Evaluation Matrix - All Systems | 3 days | 8/10/2009 8:00 | 8/12/2009 17:00 |
| Schedule / Coordinate Product Demonstrations | 3 days | 8/13/2009 8:00 | 8/17/2009 17:00 |
| Vendor Product Demonstrations | 10 days | 8/18/2009 8:00 | 8/31/2009 17:00 |
| Compile / Analyze Demo Evaluations | 5 days | 9/1/2009 8:00 | 9/7/2009 17:00 |
| Vet Results with Team | 1 day | 9/8/2009 8:00 | 9/8/2009 17:00 |
| Draft Vendor Product Demonstration Report | 3 days | 9/9/2009 8:00 | 9/11/2009 17:00 |
| Make Recommendation | 1 day | 9/14/2009 8:00 | 9/14/2009 17:00 |
| Phase VIII | 21 days | 9/28/2009 8:00 | 10/26/2009 17:00 |
| Task 9 - Vendor Selection / Contract Award | 21 days | 9/28/2009 8:00 | 10/26/2009 17:00 |
| Assist County Purchasing in Contract Negotiations | 20 days | 9/28/2009 8:00 | 10/23/2009 17:00 |
| Best and Final Vendor Review | 20 days | 9/28/2009 8:00 | 10/23/2009 17:00 |
| Contract Execution | 1 day | 10/26/2009 8:00 | 10/26/2009 17:00 |
| Phase IX | 89 days | 11/9/2009 8:00 | 3/18/2010 17:00 |
| Task 10 - Implementation - Design | 5 days | 11/9/2009 8:00 | 11/13/2009 17:00 |
| Support Detailed System Design Review - Initial | 5 days | 11/9/2009 8:00 | 11/13/2009 17:00 |
| Detailed System Design - Final / Sign Off | 5 days | 11/9/2009 8:00 | 11/13/2009 17:00 |
| Task 11: Documentation Review / Validation | 8 days | 11/18/2009 8:00 | 11/27/2009 17:00 |
| Review Cutover / Transition Management Plan | 2 days | 11/18/2009 8:00 | 11/19/2009 17:00 |
| Review / Update System Testing / Acceptance Plan | 2 days | 11/20/2009 8:00 | 11/23/2009 17:00 |
| Review / Update Contingency Operations Plan | 2 days | 11/24/2009 8:00 | 11/25/2009 17:00 |
| Review Data Migration Plan | 2 days | 11/26/2009 8:00 | 11/27/2009 17:00 |
| Task 12: Pre-Cutover System Testing | 16 days | 11/16/2009 8:00 | 12/7/2009 17:00 |
| System Testing / Project Management | 10 days | 11/16/2009 8:00 | 11/27/2009 17:00 |
| Test All System Interfaces | 10 days | 11/16/2009 8:00 | 11/27/2009 17:00 |
| Integration testing / optimization | 5 days | 12/1/2009 8:00 | 12/7/2009 17:00 |
| Review / Deliver Vendor AS BUILT documentation | 1 day | 12/7/2009 8:00 | 12/7/2009 17:00 |
| Task 13: Cutover | 5 days | 1/4/2010 8:00 | 1/8/2010 17:00 |
| System Cutover- Project Management | 5 days | 1/4/2010 8:00 | 1/8/2010 17:00 |
| Task 14 - Acceptance Testing - Stage 1 | 31 days | 1/4/2010 8:00 | 2/15/2010 17:00 |
| Develop / Update Project Communications Plan | 25 days | 1/4/2010 8:00 | 2/5/2010 17:00 |
| 90-day System Acceptance Period | 25 days | 1/4/2010 8:00 | 2/5/2010 17:00 |
| Compile Phase I Acceptance Testing Report | 1 day | 2/15/2010 8:00 | 2/15/2010 17:00 |
| Task 15 - Acceptance Testing - Stage II | 16 days | 2/16/2010 8:00 | 3/9/2010 17:00 |
| Develop / Update Project Communications Plan | 15 days | 2/16/2010 8:00 | 3/8/2010 17:00 |
| Phase II System Acceptance Testing | 15 days | 2/16/2010 8:00 | 3/8/2010 17:00 |
| Compile Phase II Acceptance Testing Report | 1 day | 3/9/2010 8:00 | 3/9/2010 17:00 |
| Task 16 - Acceptance Testing - Stage III | 8 days | 3/10/2010 8:00 | 3/18/2010 17:00 |

| | | | |
|--|--------|----------------|-----------------|
| Develop / Update Project Communications Plan | 7 days | 3/10/2010 8:00 | 3/18/2010 17:00 |
| Phase III System Acceptance Period | 7 days | 3/10/2010 8:00 | 3/18/2010 17:00 |
| Final system acceptance | 7 days | 3/10/2010 8:00 | 3/18/2010 17:00 |
| Transition to Warranty support | 1 day | 3/18/2010 8:00 | 3/18/2010 17:00 |

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for **Consultant** to follow upon receipt of Notice of Termination from County:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Consultant** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this **Agreement** and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this **Agreement**. Within thirty (30) days after the effective date of Termination, **Consultant** shall submit a statement, showing in detail the services performed under this **Agreement** prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this **Agreement** prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Consultant** for approved services actually performed under this **Agreement**, less previous payments.
4. Failure by **Consultant** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Consultant** of any and all rights or claims to collect the fee that **Consultant** may rightfully be entitled to for services performed under this **Agreement**.

Procedures for **Consultant** to follow upon receipt of Notice of Suspension from County:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, **Consultant** shall, unless the Notice of Suspension otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this **Agreement**. Within thirty (30) days after the effective date of suspension, **Consultant** shall submit a statement detailing the services performed under this **Agreement** prior to the effective date of suspension. Copies of all completed or partially completed reports, opinions or other types of work products prepared under this **Agreement** prior to the effective date of suspension shall be prepared for possible delivery to **County**, but shall be retained by **Consultant** unless requested by **County**.
2. During the period of suspension, **Consultant** may submit the above-referenced statement to **County** for payment of the approved services actually performed under this **Agreement**, less previous payments.

Procedures for **Consultant** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Consultant** exercises such right to terminate, within thirty (30) days after the effective date of the termination, **Consultant** shall submit a statement detailing the services performed under this **Agreement** prior to the effective date of termination.
2. Copies of all completed or partially completed reports, opinions or other types of work products shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Consultant** for approved services actually performed under this **Agreement**, less previous payments.
3. Failure by **Consultant** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Consultant** of any and all rights or claims to collect the fee that **Consultant** may rightfully be entitled to for services performed under this **Agreement**.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. ***Consultant*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Consultant*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Consultant*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. ***Consultant*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Consultant***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin

EXHIBIT VII

ASSUMPTIONS/DEPENDENCIES

The following assumptions / dependencies will be utilized by **Consultant** and are considered an integral part of the **Basic Scope of Services**. Materially significant deviation from the following assumptions/dependencies may cause changes to the work schedule, fees, deliverables, and level of effort required to perform described/assigned services within the agreed Basic Scope of Services between **Consultant** and **County**.

Consultant will provide timely notice to **County** of any such circumstances, clearly indicating that the work schedule, agreed fees, deliverables, or level of effort might be affected – and to the extent feasible - suggest steps that might be taken to prevent such result(s). **Consultant** understands that the fees under this **Basic Scope of Services** can only be modified by the parties' written mutual agreement (e.g., executed Work Authorization or Supplemental Work Authorization).

1. If the actual project start date is earlier or later than expected, certain “preferred” staff members may not be available. In this event, **Consultant** will work with **County** to identify alternative personnel with appropriate skill sets and background.
2. **Consultant** assumes that certain **County** personnel (e.g., subject matter experts) are available to assist in the **Project**, where appropriate. Assistance is defined as “*providing information, data, opinions or subject matter expertise regarding County business operations, information systems and business processes.*” It does not suggest that **County** SMEs will assist **Consultant** in the development of tasked deliverables.
3. **County** will designate a **Project Manager** to act as the primary point of contact to **Consultant** for this **Project**. The **County Project Manager** will work closely with **Consultant** as needed and will: (a) approve **Project** priorities, detailed task plans and schedules; (b) notify **Consultant** in writing of any project or performance issues; and (c) assist in resolving project issues that may arise.
4. Existing **County** operations support data is reasonably available via existing information systems and/or data sources maintained and managed by **County** personnel. **Consultant** will not “create” data that does not already exist, nor will it perform data entry services for data that may be available from hardcopy reports maintained by **County**.
5. If data entry services are required (see above assumption), **Consultant** will work with **County** to explore potential and cost effective solutions to the benefit of both parties.

6. Major milestones assigned to **Consultant** and that materially impact **Consultant**'s performance will not be delayed due to actions / inactions or decisions / indecisions by **County**.
7. **County** is responsible for providing accurate and timely information and services (e.g., legal review), when requested, by **Consultant**. All information requests will be forwarded to the **County's Project Manager** and he/she will review provided data to ensure its 1) accuracy to **County** business operations and 2) relevancy to **Consultant**'s specific request.
8. **Consultant** will respond to all information requests from **County** within six (6) business days from the date of receipt.
9. **Project Manager** will review delivered documents, reports and other project communications within six (6) business days from the date of receipt. With few exceptions, **Consultant**'s tasked deliverables will be in soft copy / electronic format and delivered via email. Copies may be provided to **County**, at their request, on electronic media (e.g., CD).
10. Office space, telephones and broadband Internet service will be made available for **Consultant** staff at **County** locations for on-site **Project** time.
11. **Consultant** will have access to printing / copying services at **County** locations.
12. **County** is to schedule resources (e.g., personnel, facilities, interested parties) for **Project** activities and provide meeting facilities as necessary.
13. All **Consultant** deliverables will be developed using Microsoft Office products (e.g., MS Project, MS Excel, MS Word and MS PowerPoint), and all final **Consultant** deliverables will be delivered in pdf format.
14. Invoicing for tasked deliverables will be initiated when a First Draft of a deliverable is provided by **Consultant** to **County**. **County** will have six (6) business days to provide feedback / corrections to **Consultant**. **Consultant** will make indicated changes/corrections and resubmit to **County**. Unless previously indicated errors / omissions have not been corrected, no additional iterations will be made.
15. Changes in scope of work, tasked deliverables and other materially relevant items to which **Consultant** is held accountable will be managed via a Project Change Request

(PCR) and/or Project Decision Request (DR). The forms used for the said Project Change Request (PCR) and/or Project Decision Request (DR) must be acceptable to **County**. **Consultant** will work with **County** to develop appropriate templates to support both. The work to be performed following a change in the scope of work, tasked deliverables and other materially relevant items must be set forth in fully executed Work Authorization prior to **Consultant's** commencement of such work.

APPENDIX A

WILLIAMSON COUNTY, TEXAS BASIC SCOPE OF SERVICES

Approach and Schedule

Information in this section details the various tasks, subtasks and activities (e.g., approach) Jefferson Associates, Inc. (“*Consultant*”) will employ to support Williamson County, Texas (“*County*”) and its desire to replace its existing computer aided dispatch (CAD) and records management system (RMS) and implement a mobile data communications system with automatic vehicle location (MDC / AVL). The information is structured in major tasks (e.g., Task 1, Task 2, etc.), followed by information relevant to each task and the key deliverable/s resulting from its completion. In addition, a high-level Work Breakdown Structure (WBS) for each task is also provided. A WBS is a hierarchical definition and organization of work to be performed. A WBS will be developed for each program component for the following reasons:

- To define and organize efforts into manageable elements of products and services;
- To establish work levels to monitor cost, schedule, and technical performance;
- To establish a basis for understanding the scope of work with *County* and among the project team;
- To identify hardware and software configuration items, such as major system components, if required; and
- To provide a framework for organizing schedules, budgets, estimates, costs, and reports.

The table that follows provides high-level information on the multi-phase approach of this project and links each phase and its associated task(s) / activity (s) with specific deliverables:

| Phase | Deliverables |
|--|--|
| Phase I | |
| Task 1 - Strategy & Direction | <ul style="list-style-type: none">• Preliminary Goals, Objectives and Priorities Report |
| Task 2 - Existing Conditions Assessment | <ul style="list-style-type: none">• Agency Survey Instrument• Existing Conditions Assessment Report• Solutions and Options Reports• Final Goals, Objectives and Priorities Report• High-Level System Functional Requirements |
| | |

Phase I:

Task 1: Strategy and Direction

Work performed under Task 1 is designed to identify *County*'s vision and key drivers for enhanced public safety communications, command, control and coordination (C4) capabilities. There are important constraints and influences that need to be appropriately incorporated early on in the project and incorporated into the key deliverable – Detailed Functional and Technical Requirements document. These issues include the vision of *County* and stakeholders and the goals, objectives and priorities of its governing Commissioner's Court. The specific tasks that will be performed are as follows:

1. Conduct the project initiation meeting to confirm approach, interviews, and timelines;
2. Meet with *County* management and executive level stakeholders (as appropriate) to establish goals, objectives and priorities;
3. Meet with other city government / public safety officials representing major stakeholders to understand operational and technical challenges;

1. Determine order of magnitude budgetary and schedule constraints;
2. Determine political and governance situation; and
3. Draft preliminary goals, objectives, and priorities.

Task 1 Deliverables: Preliminary Goals, Objectives and Priorities Report

The Preliminary Goals, Objectives and Priorities Report will include the following:

Document the project approach and project management structure, including key client contact information, change control mechanisms, designated client representatives roles and responsibility matrix, timeline for this task / activity and potential interview contacts and timeline;

- Draft Preliminary Goals, Objectives and Priorities Report.

Task 1 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task I activities.

| WBS | STRATEGY AND DIRECTION |
|-----|--|
| 1.0 | Project Management |
| 2.0 | Project Initiation Meeting |
| 2.1 | Confirm Approach, Interviews and Timelines |
| 2.2 | Meet with / Interview <i>County</i> executive management and designated executive level stakeholders |
| 3.0 | Prepare Preliminary Goals, Objectives and Priorities Report |
| 4.0 | Task 1 Sign-off |

Phase I:

Task 2: Existing Conditions Assessment

Consultant will collect requirements from users and operators of the existing C4 systems, as well as related peripheral applications currently used to support the **County**'s public safety / emergency response activities. The output from this effort will serve as principal inputs used to identify and define high-level functional requirements and technical specifications for a replacement system/s. **Consultant** will perform the following tasks:

- Collect and review the existing C4 applications' functional and technical capabilities.
- Interview selected (by **County**) individuals and groups to identify data flow processes, user needs and functional / technical requirements. These efforts will provide preliminary identification of deficiencies and duplications that exist within current practices. Included will be interviews with, at minimum, up to fifty (50) individual interviews and individual surveys with designated staff (e.g., police, fire, EMS) involved in data collection, input, retrieval and analysis will be conducted.
- Utilizing a strategic planning process, compile a report to project executive/s that documents deficiencies / shortcomings of the existing CAD and RMS systems.
- Analyze data collected and validate preliminary system procurement specifications for the new C4 system.
- Analyze the above described data, collected to review appropriate levels for numbers of concurrent users, licensed users, transactions and other relevant process and outcome information.
- Assist with the development of a new high-level set of C4 systems requirements and guidelines for **County**.
- Present recommendations for **County** executive management review and approval.
- Provide a final AS IS report based on existing C4 systems' application deficiencies and desired functional requirements of the **County**.

Task 2 Deliverables

Consultant will provide the following deliverables in conjunction with Task 2:

Existing Conditions Assessment Report

The Existing Conditions Assessment Report will include the following:

- Document the existing processes and flows of data with references to key processes and desired outcomes;
- Document high-level functional and technical requirements and guidelines for the new C4 systems;
- Provide high-level conceptual / desired capabilities in an improved and integrated C4 environment.

Task 2 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 2 tasks.

| BUSINESS PROCESS DEVELOPMENT AND REENGINEERING | |
|---|---|
| 1.0 | Project Management |
| 2.0 | User Requirements and Process Review |
| 2.1 | Conduct Interviews / Collect Surveys |
| 2.2 | Conduct Existing Conditions Assessment |
| 3.0 | Prepare Existing Conditions Assessment Report |
| 3.1 | High-level Functional and Technical Requirements Matrix |
| 4.0 | Task 2 Sign-off |

Phase II:

Task 3: Develop / Issue RFI Document

Task 3 takes the requirements from the Preliminary Goals, Objectives and Priorities Report and combines them with the high-level functional and technical requirements identified in the Existing Conditions Assessment Report. Then, **Consultant** combines that with the requirements generated as part of the current environment assessment, and targets them with potential public safety solution providers that may / can provide one or all of the desired systems. This effort results in a analysis that focuses directly on potential industry solutions and operational / functional capabilities that will meet the future needs and objectives collected in Task 1 (Strategy / Direction).

| Phase II | |
|---|---|
| Task 3 - Develop Request for Information | <ul style="list-style-type: none"> • Public Safety Technology Request for Information (RFI) Document |

To accomplish this, **Consultant** will:

- Review the technology landscape of potential Computer Aided Dispatch (CAD), Mobile Data Communications (MDC) and Records Management System (RMS) vendors. Only currently available and in-service applications software will be considered.
- Candidate solutions that meet the identified **County** high-level functional criteria will be reviewed. Current estimates include up to 8 potential vendor solutions will be reviewed.
- Map various candidate solutions/architecture to the features / functional requirements
- Document issues for each candidate solution/architecture
- Provide estimates of Time/Resource/Cost to complete (based solely upon information provided from responding vendors)
- Provide a view of features and requirements that have the most impact on time (schedule, duration, level of efforts, etc.), resources and cost based on vendor responses
- Provide an initial view into alternatives and best practices in the industry based on vendor responses

Task 3 Deliverables

Consultant will provide the following deliverables in conjunction with Task 3:

Upon successful completion of the efforts described in Task 3, **Consultant** will produce a Public Safety Technology Landscape Document at the conclusion of Task 3. The components of this report will also include information previously gathered and accepted by **County** and its Board in Task 1 and will provide the baseline for this report. The components of this report will include, but not be limited to, the following:

- Executive Summary
- Candidate Solutions
- Candidate Solutions to Requirements
- Candidate Solutions to Issues
- Candidate Solution Implementation Estimate (Cost and Duration)
- High Impact Requirements
- Roadmap of Solutions

Task 3 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 3 activities.

| WBS | DEVELOP / ISSUE REQUEST FOR INFORMATION DOCUMENT |
|-----|---|
| 1.0 | Project Management |
| 2.0 | Prepare an RFI |
| 2.1 | Review the RFI |
| 2.2 | Distribute the RFI |
| 2.3 | Review the RFI Responses |
| 2.4 | Conduct Oral Presentations / Demos with a sub-set of vendors |
| 3.0 | Draft Public Safety Technology Landscape Document |
| 3.1 | Update Public Safety Technology Landscape Document based on Client Feedback |
| 4.0 | Task 3 Sign-off |

Phase III:

Task 4: Evaluate RFI Response

Task 4 reviews solution specific information collected in Task 3 and review the information for congruence and applicability to **County**'s articulated vision. Once reviewed, a short list of the vendors (number to be determined) will be selected by the Evaluation Team and invited to provide a demonstration of their system/s.

| Phase III |
|--|
| Task 4 - Evaluate RFI Responses |
| |
| |

To accomplish this, **Consultant** will:

- Review vendor provided RFI responses with the Project Evaluation Team
- Compile a RFI Assessment Report based on assessed reviews by the Evaluation Team
- Develop a short list of vendors selected for on-site product demonstrations
- Generate a Vendor Product Demonstration Invitation Letter

Task 4 Deliverables

Consultant will provide the following deliverables in conjunction with Task 4:

- Request for Information (RFI) Assessment Report
- Vendor short list for product demonstrations
- Vendor Product Demonstration Invitation Letter

Task 4 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 3 activities.

| WBS | EVALUATE RFI RESPONSES |
|------------|---|
| 1.0 | Project Management |
| 2.0 | Review RFI with Project Evaluation Team |
| 2.1 | Draft RFI Assessment Report |
| 2.2 | Develop Vendor Short List for Product Demos |
| 2.3 | Draft Vendor Product Demonstration Invitation Letter Landscape Document based on Client Feedback |
| 3.0 | Task 4 Sign-off |

Phase IV:

Task 5: Vendor Product Demonstrations

Task 5 includes an on-site review with the Project Evaluation Team of solutions by vendors that were invited to provide a product demonstration based on the Team's review of the vendors' RFI response. **Consultant**, along with the **County** Project Manager, will jointly project manage this activity. Each invited vendor will be provided facilities (e.g., room, A/V support, power, internet connectivity – if needed) to demonstrate their product/s for the Evaluation Team. Each Evaluation Team member will review and grade the vendor's solution and its viability to support **County** business needs. **Consultant** will collect completed evaluations and compile a report indicative of the Team's evaluation, along with positive and negative comments regarding the vendor, its product and certain functional characteristics of the demonstrated solution.

| Phase IV | |
|---|--|
| Task 5 - Vendor Product Demonstrations | <ul style="list-style-type: none">• Vendor Product Demonstration Evaluation Report |

To accomplish this, **Consultant** will:

- Project manage all vendor solution demonstrations
- Distribute and collect Solution evaluation forms
- Compile a Vendor Product Demonstration Evaluation Report

Task 5 Deliverables

Consultant will provide the following deliverables in conjunction with Task 5:

- Vendor Product Demonstration Evaluation Report

Task 5 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 5 activities.

| WBS | VENDOR PRODUCT DEMONSTRATIONS |
|------------|--|
| 1.0 | Project Management |
| 2.0 | Review Product Demonstrations with Project Evaluation Team |
| 2.1 | Draft Product Demonstration Assessment Report |
| 3.0 | Task 5 Sign-off |

Phase V:

Task 6: Develop request for Proposal Document

Task 6 takes the efforts from Task 1, 2, 3, 4 and 5 combines them to compile a comprehensive solicitation document (e.g., RFP). ***Consultant*** will work with ***County*** management in developing a solicitation document that complies with the ***County***'s purchasing standards, and will include comprehensive information on which interested vendors may compile a clear, concise response to ***County*** requirements. This includes, but is not limited to, background, goals and objectives, existing environment (e.g., hardware, software, modules, limitations) including interfaces to external systems, modules desired, number of named users, number of concurrent users, estimated annual transaction rates, technology, redundancy, archival storage, online storage, functional and technical.

| Phase V | |
|---|--|
| Task 6 - Develop Request for Proposal Document | <ul style="list-style-type: none"> • Public Safety Technology Request for Proposal (RFP) Document |

To accomplish this, ***Consultant*** will:

- Analyze outputs gathered from Tasks 1 thru 5;
- Develop a preliminary solicitation document outline for review by ***County*** management and legal counsel
- Work with ***County*** management to develop a role / responsibility matrix for various elements / sections of the solicitation document
- Work with ***County*** to establish a timeline for assigned elements / sections of the draft solicitation document

- Work with **County** management to identify a potential qualified respondents list to which the solicitation document would be sent
- Work with **County** management to explore strategies to assess the current state-of-the-art, related capabilities and qualified solution providers in the public safety C4 / emergency management market space
- Compile all relevant components of the solicitation document into a single file and work with **County** management in final edits to the document
- Submit a DRAFT RFP document for review by **County** management, with the expectation that this review will be completed in five (5) business days
- Incorporate needed edits (as may be required) into the RFP and deliver the document to **County** management

Task 6 Deliverables

Consultant will provide the following deliverables in conjunction with Task 4:

Request for Proposal (RFP) Solicitation Document

The Request for Proposal (RFP) Solicitation Document will include the following:

- Goals, objectives, priorities and motivations of the efforts by **County** management to replace its existing C4 systems
- Detailed background information on existing systems, processes, data flows, functional limitations, interfaces, and other relevant information descriptive of the current / existing solution
- Functional and technical requirements desired in the new C4 system, along with detailed information linked to the relative ranking for each requirement (e.g., Mandatory, Optional)
- Data migration requirements and instructions to vendors to position a data migration solution that best leverages and / or exports existing call for service and records management data / database
- Identification of principal points of contact for the solicitation, along with complete contact information
- Vendor RFP response requirements and response evaluation criteria and associated weighting scale (as appropriate)
- Project timeline and relevant time epic points along the timeline (e.g., solicitation issued, pre-bid conference, questions due, RFP response due)

Task 6 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 6 activities.

| WBS | DEVELOP SOLICITATION DOCUMENT |
|------------|--|
| 1.0 | Project Management |
| 2.0 | Output analysis: Tasks 1 thru 4 |
| 2.1 | Develop Request for Proposal (RFP) Solicitation Document |
| 2.2 | Submit DRAFT RFP to County management for review |

| WBS | DEVELOP SOLICITATION DOCUMENT |
|-----|--|
| 2.3 | Identify potential qualified system solution providers Develop RFI to identify state-of-the-art in C4 and emergency management systems and potential vendor respondent pool |
| 3.0 | Deliver Final RFP to <i>County</i> management for Issuance |
| 4.0 | Task 5 Sign-off |

Phase VI:

Task 7: Evaluate RFP Vendor Responses / Offer Recommendation

Task 7 entails efforts aimed at collecting submitted RFP responses from vendors to the issued *County* solicitation document, conducting detailed reviews of submitted solutions and vendor capabilities, developing a scoring matrix for each and offering recommendations for moving forward with product demonstrations from a short-list of selected qualified solution respondents.

| Phase VI | |
|---------------------------------|--|
| Task 7 - Evaluate RFP Responses | <ul style="list-style-type: none"> • Vendor RFP Evaluation Report • Recommended Vendor Short List for Detailed Product Demonstrations • Vendor Short List Invitation Letter • Product Demo Scripts / Evaluation Matrix - All Systems |

To accomplish this, *Consultant* will:

Evaluate received proposals with the objective of selecting the system/s and the qualified vendor/s deemed to represent the best product and service at a competitive price. Potential evaluation criteria include, but are not be limited to, the following:

1. System design and technical performance of the system.
 - a) Features and functions provided.
 - b) Proposed optional features / modules
 - c) Meets system specifications.
 - d) Ability to interface with other applications / systems.
 - e) Reliability of proposed equipment / system.
 - f) Database architecture (e.g., online storage, data exportability).
 - g) Fallback modes of operation (e.g., where required).
 - h) Redundancy in system design.
2. System Pricing for all software, equipment, and services:
 - a) Data infrastructure.
 - b) Software licensing.
 - c) Deployment model/s available (e.g., ASP, hosted)
 - d) Servers, workstations, and related devices / computers.
 - e) Other equipment pricing.
 - f) Trade-in / upgrade allowance and other discounts.

- g) Proposed data migration process for importing / leveraging existing financial management data
- h) Installation costs.
- i) Warranty / maintenance pricing for the first five (5) years after acceptance.

3. Vendor experience and ability to provide system
4. Project implementation schedule. This will include, but is not limited:
 - a) Key team leaders, including project experience and length of time with the firm.
 - b) Proposed schedule.
5. System training
6. Proposed organizational transformation plan (e.g., transition management)
7. Proposal quality.
 - a) Completeness and thoroughness of written response.
 - b) Proposer's adherence to RFP guidelines and instructions.
 - c) Oral presentation.
8. Installation, management, maintenance, and support services.

If more than three (3) proposals are received, **Consultant** proposes to select a short list of Qualified Responses using the above criteria (minus the oral presentation.) Proposal finalists will be required to conduct on-site oral presentations that fully demonstrate system capabilities as purported by their respective proposals. Proposal finalists will be required to set up and conduct the demonstrations on fully functional systems which are representative of their proposed configurations as submitted in their respective RFP response. Proposal finalists will be required to demonstrate end-to-end functionality and integration via ad hoc and scripted means. Additional technical question and answer sessions and site visits may be used in the final selection process. A recommendation will then be submitted to the **County** management, requesting approval to proceed with contract negotiations with the preferred qualified vendor / solution.

Task 7 Deliverables

Consultant will provide the following deliverables in conjunction with Task 7:

- Vendor RFP Evaluation Report
- Recommended Vendor Short List for Detailed Product Demonstrations
- Vendor Short List Invitation Letter
- Product Demo Scripts / Evaluation Matrix - All Systems

The output from activities in support of Evaluation of Vendor Response includes the following:

- Matrix listing complete vendor contact information, date / time vendor's response was received, principal point of contact for follow up questions (if any) and company information.
- Criteria-based review of vendor responses, compliance with detailed functional / technical requirements and proposal response submission guidelines, proposed costs and architecture / strategy (e.g., ASP Model, onsite installation)
- Ability to meet mandatory functional and technical requirements based on information provided in the vendor's response

- Ability to meet optional functional and technical requirements based on information provided in the vendor's response
- Development and delivery of a short-list of vendors whose proposal response, product capabilities and implementation strategies best support *County* operations
- Draft invitation letter to selected vendors requesting they provide a presentation of their product / solution based on 1) the solution proposed by the vendor and 2) established presentation requirements outlined in the communication, as well as 3) identifying potential dates and times and the location for the presentation

Task 7 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 6 activities.

| WBS | DEVELOP SOLICITATION DOCUMENT |
|------------|--|
| 1.0 | Project Management |
| 2.0 | Output analysis: Task 6 |
| 2.1 | Draft RFP Evaluation Report |
| 2.2 | Develop Vendor Short List for Detailed Product Demonstrations |
| 2.3 | Draft Vendor Short List Invitation Letter |
| 2.4 | Develop product demonstration scripts and evaluation matrix for all system |
| 3.0 | Task 7 Sign-off |

Phase VII:

Task 8: Vendor Product Demonstrations

Task 8 encompasses a detailed review selected vendor product demonstrations in a controlled, scripted environment with the Project Evaluation Team. Each RFP short listed vendor will be required to demonstrate specific functionality based on normal business operations and procedures of the *County* operating environment as detailed in the referenced functional scripts. Vendors will be provided no more than 1.5 days to demonstrate their system's capabilities and their ability to meet the functional requirements of *County*'s user community.

| Phase VII | |
|---|--|
| Task 8 - Vendor Product Demonstrations | <ul style="list-style-type: none"> • Vendor Product Demonstration Evaluation Report • Best Value / Fit Recommendation (Top 1 or 2 Vendors) |

To accomplish this, *Consultant* will:

- Assist *County* management in reviewing product demonstrations and product / solution evaluations
- Assist *County* management in selecting a qualified solution provider whose product offering, services and costs best meet *County* project budgetary needs

- Assist **County** management in “best and final” negotiations and, if tasked, developing a contract vehicle for purchase
- Assist **County** management – in collaboration with the selected qualified vendor – in developing a preliminary project timeline and relevant time epic points along the timeline (e.g., installation, training, transition management, data migration, payment milestones, cutover, acceptance testing, acceptance, warranty support)

Task 8 Deliverables

Consultant will provide the following deliverables in conjunction with Task 8:

- Vendor Product Demonstration Evaluation Report
- Best Fit / Value Recommendation (Top 1 or 2 Vendors)

The output from activities in support of Vendor Product Demonstration Report includes the following:

- Matrix listing complete vendor contact information, date / time vendor’s demonstrated was completed, principal point of contact for follow up questions (if any) and company information.
- Ability to meet mandatory functional and technical requirements based on on-site product demonstration and other sources
- Ability to meet optional functional and technical requirements based on on-site product demonstration and other sources
- Development and delivery of a short-list of Top 1 or 2 vendors that should be engaged for continuing “best and final” discussions with Williamson County Purchasing

Task 8 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 8 activities.

| WBS | VENDOR DETAILED PRODUCT DEMONSTRATIONS |
|------------|---|
| 1.0 | Project Management |
| 2.0 | Output analysis: Task 7 |
| 2.1 | Vendor Product Demonstrations Management |
| 2.2 | Draft Vendor Product Demonstration Evaluation Report |
| 2.3 | Vet Vendor Product Demonstration Evaluation Report with Project Evaluation Team |
| 2.4 | Draft Best Fit / Value Recommendation in collaboration with Project Evaluation Team |
| 2.5 | Make Best Fit / Final Recommendation (Top 1 or 2 Vendors) |
| 3.0 | Task 8 Sign-off |

Phase VIII:

Task 9: Vendor Selection / Contract Award

Task 9 includes a series of County, Consultant and Vendor activities and culminates with the selection and contract award to the vendor whose solution/s, business practices, cost quotation and willingness to work with Williamson County best meets the needs of the County.

| Phase VIII | |
|--|--|
| Task 9 - Vendor Selection / Contract Award | <ul style="list-style-type: none">Executed Contract with Best Fit / Value Vendor |

To accomplish this, **Consultant** will:

- Assist **County** management in conducting best and final negotiations with a selected vendor
- Assist **County** management in developing a scope of work aligned with **County** functional and technical requirements, as well as in articulating responsibilities of both parties for specific deliverables and level setting expectations

Task 9 Deliverables

Consultant will provide the following deliverables in conjunction with Task 9:

- Executed Contract with Best Fit / Value Vendor

The output from activities in support of Executed Contract with Best Value / Fit Vendor includes the following:

- Matrix listing complete vendor contact information, date / time vendor's product demonstration was completed, principal point of contact for questions / contractual issues and company information.
- Ability to meet mandatory functional and technical requirements based on on-site product demonstration and other sources
- Ability to meet optional functional and technical requirements based on on-site product demonstration and other sources

Task 9 Work Breakdown Structure

The following table lists the high-level work breakdown structure that will be established and maintained for the Task 9 activities.

| WBS | DEVELOP SOLICITATION DOCUMENT |
|-----|---|
| 1.0 | Project Management |
| 2.0 | Output analysis: Task 8 |
| 2.1 | Vendor / County Contract Negotiation Management |
| 2.2 | Draft Initial Scope of Work for Target System/s |
| 2.3 | Vet Scope of Work elements / requirements with County Purchasing |

| WBS | DEVELOP SOLICITATION DOCUMENT |
|-----|-------------------------------|
| 2.4 | Execute Contract |
| 3.0 | Task 9 Sign-off |

Phase IX:

Tasks 10 thru 16: Implementation

Tasks 10 thru 16 involve the implementation, testing and (eventual) acceptance of targeted system/s based on the previously executed contract (e.g., Task 9) with the selected vendor and the previously vetted and approved scope of work made part of the end-contract with the vendor.

To accomplish this, **Consultant** will:

- Assist **County** management in implementing the targeted systems based on a set of onsite tasks and activities as defined in Tasks 10 thru 16
- Review / Vet vendor implementation and system testing and acceptance documents / deliverables with **County** subject matter experts – as appropriate - (e.g., communications, field personnel, IT staff)
- Assist **County** management in implementing a three-stage testing and acceptance plan with decreasing on site involvement by **Consultant** team members

Phase IX Deliverables

Consultant will provide the following deliverables in conjunction with Phase IX Deliverables:

| Phase IX | Deliverable/s |
|---|---|
| Task 10 - Implementation - Design | <ul style="list-style-type: none"> • Detailed System Design - Client Approved Final <ul style="list-style-type: none"> • Review vendor provided initial system design with County IT and Communications subject matter experts (SME) • Assist County IT and Communications SME develop a FINAL system design for all to-be-delivered systems |
| Task 11: Documentation Review / Validation | <ul style="list-style-type: none"> • Cutover / Transition Management Plan • System Testing / Acceptance Plan • Contingency Operations Plan • Data Migration Plan <ul style="list-style-type: none"> • Review the following vendor provided documents with key County SME personnel for congruence with County operations and the project's scope of work: <ol style="list-style-type: none"> 1. Cutover / Transition Management Plan 2. System Testing / Acceptance Plan 3. Contingency Operations Plan 4. Data Migration Plan • Assist County management make corrections – as needed – to the above vendor provided documents |

| Phase IX | Deliverable/s |
|---|---|
| Task 12: Pre-Cutover System Testing | <ul style="list-style-type: none"> • Vendor AS BUILT documentation • Hardware System Inventory • Software System Inventory • Cable Pull Database • System Design Drawings (AS BUILT) • |
| Task 13: Cutover | <ul style="list-style-type: none"> • Completed Cutover / Transition Management Document <p>Assist <i>County</i> and Vendor in implementing and documenting a System Cutover / Transition Management Plan (dependent on when and which systems are implemented)</p> |
| Task 14 - Acceptance Testing - Stage 1 | <ul style="list-style-type: none"> • Stage 1 System Acceptance Testing Report <ul style="list-style-type: none"> • Assist <i>County</i> project team in completing a System Testing and Acceptance Plan and documenting system performance during stage 1 acceptance testing (dependent on when and which systems are implemented) • Limited to 31 days on site |
| Task 15 - Acceptance Testing - Stage II | <ul style="list-style-type: none"> • Stage II System Acceptance Testing Report <ul style="list-style-type: none"> • Assist <i>County</i> project team in completing a System Testing and Acceptance Plan and documenting system performance during Stage 2 acceptance testing (dependent on when and which systems are implemented) • Limited to 16 days on site |
| Task 16 - Acceptance Testing - Stage III | <ul style="list-style-type: none"> • Stage III System Acceptance Testing Report <ul style="list-style-type: none"> • Assist <i>County</i> project team in completing a System Testing and Acceptance Plan and documenting system performance during Stage III acceptance testing (dependent on when and which systems are implemented) • Limited to 7 days on site |

The table below lists participating agencies that will be the target of data collection efforts (e.g., functional system requirements) for the purpose of defining and validating user needs. In some instances, one-on-one interviews will take place with the key contacts listed below. In other instances, a survey instrument will be used to collect information from a broad range of field personnel (e.g., police officers, firefighters, emergency medical technicians, communications personnel). All collected and useable data will be compiled and used as a baseline reference in developing end-state system functional requirements for the aligned public safety agencies of Williamson County (as defined below):

| <i>County PARTICIPATING AGENCIES</i> | | |
|---|---------------------|---------------------------------|
| Agency | Contact Name | Contact No. |
| Wilco EMS | Kenny Schnell | 563-0668; 963-2635; 563-6559 |
| Hazmat | Marty Herrin | 563-6559 |
| City of Florence | Charles Montgomery | 254-371-0633 |
| City of Hutto | Mark Moellenberg | 736-6676 |
| City of Jarrell | Clifford Tschoerner | 639-0149 |
| City of Jollyville | Joh Kiracofe | 844-1050 |
| City of Leander | Jerry Williams | 528-2854 |
| City of Liberty Hill | James Pogue | 791-8479 |
| Sam Bass | David Kieschnick | 748-5039 |
| City of Weir | W.C. "Bill" Frymire | 818-3974 |
| Georgetown First Responders | Lou Harper | 863-5254 |
| DPS Georgetown | Cpl. John Ramsey | 818-2915 |
| TX Parks & Wildlife | Fred Churchill | 254-534-4225 |
| TABC | Michael Hunter | 924-3164 |
| Texas Ranger | Matt Lindemann | 497-2183 |
| U.S. Army Engineers Georgetown | Olen Burditt | 844-1455 |
| U.S. Army Engineers Granger | Marcus Schimank | 254-947-5798 |
| Wilco Sheriff's Office | James Wilson | 496-2069 |
| Crisis Intervention Team | Sgt. Mike Sorenson | 844-8298; 576-6881 |
| Mobile Outreach Team | Annie Burwell | 663-0415 |
| City of Florence PD | Jeff Dever | 818-5052 |
| City of Granger PD | David Mace | 365-0451 |
| City of Hutto PD | Harold Thomas | 845-5513; 694-9773 |
| City of Jarrell PD | Andres Gutierrez | 966-2933 |
| City of Liberty Hill PD | Randy Williams | 690-3215 |
| City of Thrall PD | Whitney Whitworth | 923-0939 |
| Pct. 1 Constable | Gary Griffin | 844-5100 |
| Pct. 2 Constable | Dale Vannoy | 563-4500 |

| <i>County</i> PARTICIPATING AGENCIES | | |
|---|---------------------|--------------------|
| Agency | Contact Name | Contact No. |
| Pct. 3 Constable | Bobby Gutierrez | 844-9117 |
| Pct. 4 Constable | Marty Ruble | 269-4140 |
| Justice of the Peace Pct. 1 | Dain Johnson | 466-5943 |
| Justice of the Peace Pct. 2 | Edna Staudt | 825-2694 |
| Justice of the Peace Pct. 3 | Steve Benton | 818-1393 |
| Justice of the Peace Pct. 4 | Judy Hobbs | 656-3566 |
| GIS | Richard Semple | 943-1489 |
| Communications | Patrick Cobb | 943-1206 |
| Leander FD | Bill Gardner | 528-1664 |
| IT | Jay Shade | 943-1460 |