WILLIAMSON COUNTY SERVICE AND GOODS CONTRACT

Mission Critical Partners, LLC Proposal Dated March 25, 2025

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Mission Critical Partners, LLC (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

<u>Services</u>: Service Provider shall provide services as an independent contractor pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include evaluating potential sites for new radio towers as funded under project P633 and as described in the attached Proposal dated March 25, 2025 being marked as **Exhibit "A,"** which is incorporated herein.

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit** "A." The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

<u>Goods</u>: Service Provider shall provide County the goods described in the attached Quote being marked as Exhibit "A," which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in Exhibit "A", such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Service Provider shall not provide any additional goods, and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before July 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

<u>Consideration and Compensation</u>: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP HGACBUY contract number HP08-21. The not-to-exceed amount shall be <u>Thirty-Three Thousand</u>, <u>Six Hundred and Ten Dollars (\$33,610.00)</u>.

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the 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 the 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.

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

<u>Insurance</u>: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

	Type of Coverage	Limits of Liability
a.	Worker's Compensation	Statutory
b.	Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises	\$1,000,000 completed operation	\$1,000,000
Aggregate policy lin	1 1	1211 0 0 0 0 1 1 1 1 1 1 1

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER O	CCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate lin	mit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE **FULLEST EXTENT** PERMITTED BYLAW, **SERVICE PROVIDER** SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD **HARMLESS** THE COUNTY, **AND** THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE,

VIII.

<u>No Waiver of Sovereign Immunity or Powers:</u> Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge.

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

IV.

<u>Compliance With All Laws</u>: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

X.

<u>Termination</u>: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

XI.

<u>Venue and Applicable Law</u>: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XII.

<u>Severability</u>: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XIV.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

<u>Confidentiality</u>: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVII.

<u>Foreign Terrorist Organizations:</u> Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVIII.

<u>Public Information:</u> Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XIX.

<u>Damage to County Property</u>: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XX.

<u>Media Releases:</u> Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XXI.

<u>Authorized Expenses:</u> In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

<u>Entire Contract & Incorporated Documents:</u> Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Proposal dated March 25, 2025, marked Exhibit "A";
- B. The cooperative purchasing contract HGACBUY #HP08-21 incorporated by reference; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXIII.

<u>County Judge or Presiding Officer Authorized to Sign Contract:</u> The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WILLIAMSON COUNTY:	Mission Critical Partners, LLC:
Valerie Covey	
Authorized Signature	Authorized Signature
Valerie Covey	John L. Spearly, Director of Contract Administration
Printed Name	Printed Name
Date: Apr 9, 2025, 20	Date: March 31 , 2025

Date: Mar 31 2025 Time: 5:56 pm

Date: Mar 31 2025 Time: 9:20 am

Exhibit "A" Proposal Dated March 25, 2025



Proposal

Radio Tower Site Identification and Validation

March 25, 2025

Williamson County, Texas



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Introduction Letter

March 25, 2025

Janessa Stephens
Public Safety Technology Director
Williamson County
911 Tracy Chambers Lane
Georgetown, TX 78626

Re: Proposal for Radio Communication Tower Site Support

Dear Ms. Stephens:

Mission Critical Partners, LLC (MCP) appreciates the opportunity to provide a proposal to Williamson County (County) to assist with the identification and evaluation of suitable locations for three new radio tower sites, plus the evaluation of the locations of two other sites whose locations are already proposed.

MCP is prepared to serve the County by assisting you with achieving optimal delivery of emergency communications services—because the mission matters. If you have any questions regarding the information submitted, please contact me at 864.809.9911, or via email at DavidJones@MissionCriticalPartners.com.

On behalf of our entire team, we stand behind Williamson County to serve as your partner and your advocate.

Sincerely,

Mission Critical Partners, LLC

David F. Jones, ENP Senior Vice President



Statement of Services

Project Understanding

Mission Critical Partners® (MCP) understands that Williamson County (County) has identified the need to obtain a professional services consulting firm to assist the County with tower site development. MCP understands the County needs to add five new tower sites to the existing land mobile radio network. The County is requesting MCP's services to assist with tower site identification and validation. Additional services associated with radio tower procurement and construction oversight are included as options.

Scope of Work

Task 1: Project Initiation

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

- Discuss project schedule
- Clarify roles
- Review and confirm the desired outcomes, deliverables, and timeline
- Collect relevant technical information about the specific site, location, tower loading requirements, compound size, backup power requirements, grounding, and site security requirements

Initiation Meeting Review

- Schedules and deliverables
- Project budget
- Review existing documentation

Task 2: Tower Site Identification and Validation

MCP will work with County staff to identify locations suitable for the placement of three additional towers to best support the County's land mobile radio (LMR) network. MCP will use our radio frequency (RF) propagation tool, EDX Signal Pro, to perform coverage modeling of the system to identify the areas that need enhanced coverage.

MCP will first and foremost model coverage for the existing system, and identify the specific areas where improved radio coverage is desired. Based on these areas, MCP will identify search rings where radio sites could be placed that would fill the coverage gaps. MCP will work with the County to identify any County-owned land that may be suitable for radio site placement, and alternate properties if there is not suitable County-owned land. Coverage will be evaluated for each candidate location.

MCP will conduct a virtual coverage workshop with the County to review the candidate radio sites and the associated coverage maps. MCP will collectively work with the County to determine which sites to construct.

Once the candidate sites have been selected, MCP will evaluate site construction feasibility, including zoning requirements, permitting requirements, site access requirements, and availability of utility access. MCP will conduct up to five in-person visits to the locations to examine the sites.

MCP will also conduct site visits at the two locations already identified by the County for the other two new towers to assess site suitability. MCP will use EDX Signal Pro, along with our microwave tool, Micropath Pathanal, to determine the necessary antenna height requirements which will drive the minimum radio tower heights.



Task 3: Tower Design and Procurement (Optional)

MCP will support the development of requests for proposals (RFPs) for the two new towers and support the procurement process.

MCP has extensive experience in developing and reviewing RFPs that result in a solution that provides flexibility to ensure all the needs of the County are met. MCP will use our experience and knowledge of the County to fully support the drafting phase of the RFP, including:

- Provide technical assistance for reviewing and analyzing the RFP
- Provide technical expertise in developing and drafting the RFP

Task 3.1: Tower Design and Budgetary Estimates

MCP will perform the following tasks to determine the appropriate tower design and budgetary estimates:

- 1. **Preliminary engineering review including coverage modeling and microwave path analysis:** This will allow MCP to confirm the radio tower heights that will meet the County's coverage requirements and provide reliable microwave connectivity to the neighboring towers.
- 2. Preliminary tower loading drawing: MCP will develop a preliminary tower loading schedule to include the current antenna systems plus additional antennas projected for future loading. This will determine the tower elevations available for each antenna system, account for the future growth of the tower, and enable the tower to be built with sufficient loading to account for future loading. The drawings will be included in the tower vendor RFP.
- 3. **Preliminary compound layout:** MCP will provide preliminary site drawings that depict the compound, tower location, shelter location, and generator/fuel tank location. This will be utilized for identifying the location of the preliminary geotechnical study and for use in the tower vendor RFP.
- 4. Review of local zoning requirements: This will provide the applicable tower restrictions based on the land zoning classification regarding tower heights, setbacks from structures, or any other limitations. The process for zoning exemptions will be reviewed. This information will help determine risks that can be anticipated during the tower approval process, and if a tower design could be accomplished that complies with zoning requirements to avoid seeking an exemption.
- 5. Review of wetland and floodplain maps: Locating radio towers in areas designated as wetlands or floodplains can introduce additional mitigation costs for constructing radio towers. MCP will make the initial determination so that any appropriate mitigation tasks can be included in an RFP for tower vendors. This will limit the potential for change orders.
- 6. **Budgetary estimates:** MCP understands that the County has received budgetary estimates for tower construction at various heights. MCP will review the estimates and provide revisions as necessary based on recent tower proposals and the specific scope that the new tower will require.

Task 3.2: RFP Development and Procurement

MCP will complete a comprehensive RFP to solicit bids for radio tower construction. The RFP will be structured to solicit turn-key proposals from radio tower integrators to include all applicable systems including the following:

 Radio tower and site compound architecture and engineering drawings appropriate for permit submittal



- All applicable local, state, and federal approvals—i.e., National Environmental Policy Act (NEPA)/State Historical Preservation Office (SHPO)
- General contracting for compound development
- Raised shelter platform (if required)
- Tower and shelter foundation design and installation
- Shelter purchase, delivery, and installation
- Tower purchase and installation
- Generator purchase, installation, and testing
- Radio shelter electrical distribution
- Site grounding systems per industry standards or Motorola R56[®] standards if public safety would be potentially added in the future

The RFP will be designed to place responsibilities for project risks on the selected vendor to mitigate the potential for change orders. Please note that the installation of radio and microwave equipment in the new shelter will need to be contracted separately.

Project Team

With more than 220 staff members, MCP's specialized professionals are integral members of our team:

MCP's Specialized Professionals

- Former public safety managers
- Radio wireless and communication specialists
- Professional Engineers
- Technology, forensic, and policy specialists
- Operations and training specialists

- Emergency Number Professionals (ENP)
- Project Management Professionals (PMP)
- Crisis communications experts
- Former law enforcement, fire, and EMS
- PSAP operations and sustainability specialists

The following figure identifies the key team members we plan to assign to this important project.



Organizational Chart

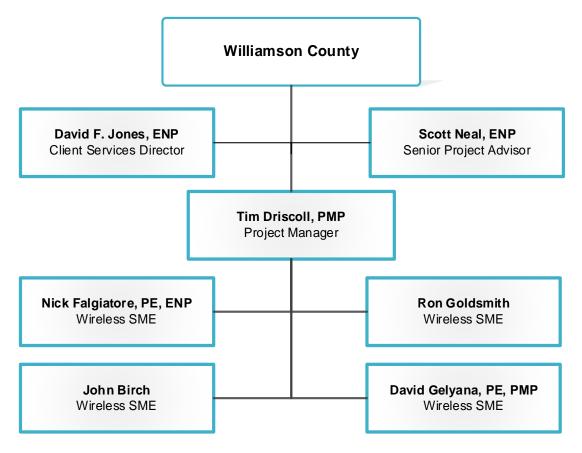


Figure 1: Project Team

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

Resumes

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



David F. Jones, ENP

Co-Founder, Senior Vice President of Strategic Accounts, Mission Critical Partners

David provides executive-level consultative services and expertise on matters related to NG911, government affairs, public policy and legislation. He is an internationally known subject-matter expert on 911, NG911 and emergency services. He has advocated for emergency services-related issues throughout North America, as well as in Asia, South America and Europe. While serving as NENA's president, he testified before the U.S. Senate Commerce Committee on issues on 911 and next generation telecommunications networks. David was among the first in the nation to be certified as an ENP and has decades of experience in the public sector having administered, directed, managed and operated emergency service agencies and 911 departments. Areas of specialization include:

- Client management ensuring client expectations are met for success
- Program management support and executive-level consultative services

Representative Experience

State/Regional Experience

- Arizona—FirstNet-related support, NG911 planning and implementation, executive-level support
- 911 Association of Central Oklahoma Governments (911 ACOG)—NG911 design, acquisition and deployment
- California—Leadership development/NG911 training
- Kansas—NG911 support
- Michigan—Public safety broadband
- Minnesota—Statewide 911 implementation, technology support and procurement support
- Nebraska Public Service Commission—NG911 study, professional general consulting
- New Mexico—NG911 planning and implementation support
- Oklahoma—NG911 support
- Tennessee Emergency Communications Board (TECB)—Technology consulting
- Texas—ESInet facilitation for the Commission on State Emergency Communications; applications development for the Department of Public Safety; and new state EOC and headquarters campus for the Texas Division of Emergency Management
- North Central Texas Council of Governments (NCTCOG)—911 master planning, executive mentoring, GIS assessment, NG911 implementation and PSAP feasibility study
- Lower Rio Grande Valley Development Council, TX—NG911 migration support

City/County Experience

- Horry County, SC—911, NG911 and radio support
- Shelby County, TN, Emergency Communications District—CAD consulting, automatic vehicle location (AVL) procurement assistance and radio procurement for the Memphis Police Department
- Charleston County, SC—Public safety system review and ESInet
- Calhoun and Talladega counties, AL—Radio system governance and related legislation
- Tarrant County, TX—911 District customer premises equipment (CPE) review and implementation and Regional Interoperability Communications Committee (RICC) study
- Dallas, TX—NG911 system planning/911 CPE replacement; LMR system implementation
- Houston, TX—CAD replacement
- Spartanburg County, SC—Director, Emergency Services—911, Emergency Management Agency, Fire Marshal and Emergency Services Training Academy



Industry Experience

40 years

Education

B.A., Political Science, Wichita State University, KS

Certifications

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

NENA, President, 2005-2006; Executive Board, 2001-2007

Association of Public-Safety Communications Officials (APCO)

Industry Council for Emergency Response Technologies (iCERT) Executive and Policy Committee

Awards

"Order of the Palmetto," by South Carolina Governor, October 2005. Highest civilian award in the State for "efforts to improve emergency services and communications"



Scott A. Neal, ENP

Senior Vice President, Wireless and Court Technology Systems, Mission Critical Partners

Scott brings more than three decades of emergency communications experience to MCP. Scott retired after completing a 28-year career with the Pennsylvania State Police (PSP) retiring as a Major in charge of the Bureau of Communications and Information Services. In that capacity, he was responsible for the operation and maintenance of the Pennsylvania Statewide Radio Network (PA-STARNet) and the administration of the Commonwealth Law Enforcement Assistance Network (CLEAN), as well as security responsibilities related to the FBI's Criminal Justice Information Services (CJIS) Security Policy. Scott also served as the governor-appointed single point of contact for the Commonwealth of Pennsylvania for the planning efforts of FirstNet's Nationwide Public Safety Broadband Network (NPSBN) from 2012–2015.

Since joining MCP in 2015, he has served as client manager as well as project manager on multiple projects and was the lead consultant supporting multiple states in the planning effort for the NPSBN. Scott currently serves as a Senior Vice President overseeing the Wireless Communications, Court Technology, and Biometrics and Repositories teams.

Representative Experience

State/Regional Experience

- Nationwide Public Safety Broadband Network Planning (NPSBN) activities—Served as Project Lead
 - Arizona Missouri New JerseyMichigan New Hampshire Pennsylvania
- Arizona—FirstNet consulting services
 - Data collection/analysis, education and outreach and conduct of band 14 technology exercise for the planning of the NPSBN
 - Project manager for the development and delivery of an RFP to explore potential public/private partnerships in a FirstNet "opt-out" scenario
- Arizona—Statewide broadband strategic planning, microwave network planning and design; Statewide Radio Request for Information
- Arizona—Northern Microwave Loop upgrade
- Massachusetts—Statewide LMR system (CoMIRS) assessment, conceptual design, RFP development and implementation support for the Massachusetts State Police
- New Hampshire—Radio system assessment, upgrade and RFP development
- Rhode Island—Statewide radio system assessment
- Pennsylvania—Statewide coverage survey and analysis for the Pennsylvania Statewide Radio Network (PA-STARNet)

City/County Experience

- Memphis/Shelby County, TN—Radio system assessment and RFP development
 - Broadband Planning—Jefferson, Elk, Clearfield Counties, PA; Northern York County Regional Police Department
- Gallatin County, MT—Radio system upgrade support
- Fayette County, GA—Radio system upgrade support
- West Central Emergency Telephone Services Board (ETSB), IL—Radio system assessment and RFP development



Industry Experience

38 years

Education

107th Administrative
Officers' Course (AOC) of
the Southern Police
Institute, University of
Louisville, KY

Certifications

Emergency Number Professional (ENP)

Incident Command Training (ICS 100/200/300/400/ 500/700/800)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

International Association of Chiefs of Police (IACP)

Pennsylvania Chiefs of Police Association

Fraternal Order of Police (FOP)



Timothy Driscoll, PMP

Senior Project Manager, Mission Critical Partners

Tim is responsible for assisting clients in developing and implementing wireless voice and data communication systems. His experience in the implementation of these systems is from inception to final system acceptance, and his experience in the maintenance of these systems has provided him with the skills to complete all projects while exceeding client expectations.

Tim has been responsible for evaluating radio system coverage, capacity and the general state of radio systems used primarily in the public safety arena of operations. He has evaluated and developed improvements in large bi-directional amplifier (BDA) systems, such as those used in nuclear power plants and large manufacturing facilities. He is familiar with several different dispatch console and fire station alerting systems. Tim has worked with many clients in developing radio shop staffing, service provision evaluations, and radio service and equipment repair tracking systems.

Representative Experience

City/County Experience

- Cities of Garland and Mesquite, TX
 - Developed, procured, and implemented a four-city nine-sites, P25 Phase 2 timedivision multiple access (TDMA) trunked radio system with 4,000 radio users.
 - Supported needs assessment, development of system alternatives and cost estimates and development of a competitive RFP.
 - Evaluated proposals from vendors and assisted the city's team in vendor selection, contract negotiations and system implementation.
 - Evaluated the city's radio service center and made recommendations for staffing, test equipment and process modifications for servicing the new system internally.
- Collin County, TX
 - Implemented a shared multi-city, nine-site, P25 Phase 2 TDMA trunked radio system with 2,000 radio users.
 - Performed site inspections and provided oversight of punch list resolution.
 - Developed and implemented a communication center supporting operations and numerous outside agencies throughout the County.
- Greenville, TX
 - Evaluated two competitive 800 MHz, three-site, simulcast P25 Phase 2 TDMA trunked radio system proposals for replacement of UHF and VHF conventional systems.
 - Supported vendor oral presentations and best and final offers; worked closely with the proposal evaluation committee to finalize the evaluation process.
- North Central Texas Council of Governments (NCTCOG), TX
 - Completed Part 1 of the Radio Interoperability Communications Plan
- Highland Park and University Park, TX (Park Cities)
 - Performed a radio system needs assessment for both Park Cities
 - Modified vendor proposal to meet needs identified in the needs assessment.
 - Assisted in the development of Interlocal Agreements with the switch owner and between each of the Park Cities
 - Orchestrated implementation of a 700 MHz, three-site simulcast system that included three dispatch sites; provided implementation oversight and participated in system acceptance testing



Industry Experience

37 years

Education

B.S., Electrical Engineering, Kennedy-Western University, WY

Associate Degree, Electrical Engineering, National Institute of Technology

Certifications

Project Management Professional (PMP)



Nicholas Falgiatore, PE, ENP

Manager, Wireless Services, Mission Critical Partners

Nick is a professional engineer and wireless specialist who has served more than 50 public safety clients ranging in size from small municipalities to state agencies. His experience encompasses all aspects of public safety communications systems implementation. Nick has supported P25 system implementations from all major equipment vendors. He is at the forefront of public safety broadband, contributing to expert panels and publications on the topic. His expertise includes radio systems design, system acceptance testing, FCC licensing, propagation modeling, interoperability planning, data gathering, P25 subscriber certification, coverage testing and site assessments. He also serves as the Enterprise Client Manager and Engineering Group Lead for the Wireless Communications Services team.

Areas of Specialization

- Recommend radio system technologies; perform assessments of radio systems and develop conceptual trunked and conventional system designs and cost estimates
- Develop radio system specifications, conduct competitive procurements, and provide support through the implementation of radio and wireless systems
- Develop/update strategic statewide and tactical interoperability communications plans
- Perform propagation studies to model radio system coverage and interference
- Develop radio system VHF, UHF, and 700/800 MHz frequency plans

Representative Experience

Federal Experience

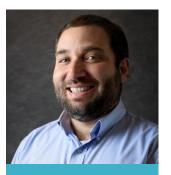
 U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)—Chemical Stockpile Emergency Preparedness Program (CSEPP) radio systems needs assessments and coverage modeling

State/Regional Experience

- Missouri—Statewide P25 VHF trunking system implementation, FirstNet support in data collection, outreach and education, consultation and the Statewide Communication Interoperability Plan (SCIP) update
- Michigan—National Public Safety Broadband Network (NPSBN) planning activities
- Southeastern Pennsylvania Regional Task Force (SEPA-RTF)—Regional Inter-RF Sub-System Interface (ISSI) and interoperability assessment
- Northern Virginia Emergency Response System (National Capital Region)—ISSI assessment

City/County Experience

- Broward County, FL—Radio system needs assessment, procurement, implementation and FCC licensing
- Okaloosa County, FL—Radio system analysis and procurement for P25 Phase II system
- Lawrence County, PA—Radio system needs assessment, FCC licensing procurement and implementation for the P25 Phase II system
- Montgomery County, PA—Radio system needs assessment, procurement and FCC licensing support for the 30-site P25 Phase II system
- Butler County, PA—Radio system needs assessment, procurement and implementation for the P25 Phase II system
- Southwest Florida International Airport—RF system interference analysis/antenna design



Industry Experience

17 years

Education

M.S., Electrical Engineering, B.S., Electrical Engineering, Univ. of Central Florida

<u>Licenses/</u> Certifications

Professional Engineer, Florida, Tennessee, North Carolina

Emergency Number Professional (ENP)

Associations

National Emergency Number Association (NENA)

Association of Public-Safety Communications Officials (APCO)

Awards

2020 IWCE Leader of the Year finalist. Showcases outstanding leadership in critical communications

2017 IWCE Young
Professionals Awards list.
Showcases leaders in
the communications
technology industry



Ronald R. Goldsmith

Senior Project Manager, Mission Critical Partners

Ron has worked in the wireless communications industry throughout his career. He is a public safety communications specialist with many years of experience in governance, planning, design, procurement, site acquisition and implementation. His proven leadership and specialized knowledge meet and exceed clients' needs. Ron's capacity as manager of a large regional trunked radio system and former system technologist for Motorola has been gained by working with public safety committees and boards, providing consulting services at city, county, state and federal levels. Additionally, Ron has expertise in outdoor warning systems, audio propagation mapping tools and bi-directional amplifiers/distributed antenna systems (BDAs/DASs).

Representative Experience

Public Sector Experience

- CPS Energy—Served as a consultant for the acquisition, operation and implementation of a new multi-agency, 28-site P25 regional communications network, BDA installation and remediation, consoles, logging recorders, site civil reviews, coverage testing and fleet map development
- Pensacola Christian College, FL—Provided installation/project management of warning system to campus-wide fire alarm network
- Fort Lauderdale International Airport—Tested and oversaw the design, permitting and installation of a large BDA/DAS in an airport terminal

City/County Experience

- Plano, TX
 - Created a consortium of large cities to build, manage and maintain a shared P25 radio network
 - Performed site acquisition and civil construction of multiple radio sites, including regulatory work
 - Designed and implemented coverage testing plans
 - Developed outdoor warning systems in multiple jurisdictions, including site acquisition and site placement, civils and construction
 - Led the building, staffing, budgeting and oversight of the Radio Communications facility
 - Developed RFPs for fire station alerting system designs, acquisition, and installation
 - Supported logging recorder acquisition and implementation
- Leon County, TX—Serving as project manager for the P25 system
 - Led the purchase and installation of new dispatch equipment and transition to operation
 - Identified optimum locations and constructed new radio tower sites
 - Developed an RFP for radio tower acquisition
 - Managed tower site construction project
- Rockwall County, TX—Managed the Phase 3 cutover and customer acceptance of the new P25 countywide radio network
- Beverly Hills, CA—Developing audio coverage maps; working with the customer to develop site placement and requirements
- Malibu, CA—Provided technical support for outdoor siren alerting and warning system feasibility study



Industry Experience

41 years

Education

Engineering, University of Texas at Arlington

McLennan Community
College

Certifications

Citizens Broadband Radio Service (CBRS) Certified Regional Installer (CPI)

Criminal Justice Information Services

General Radio Telephone Operator License (GROL)

Occupational Safety and Health Administration

National Incident Management System/Incident Command System (NIMS/ICS)

Communications
Technician (COMT)

Communications Unit Leader (COML)

Associations

Association of Public-Safety Communications Officials (APCO)



John Birch

Senior Project Manager, Mission Critical Partners

John works with state and local public safety agencies on LMR, microwave and supervisory control and data acquisition (SCADA) system upgrades and replacement projects. He performs needs assessments and develops conceptual system designs and budgetary cost estimates for communications systems improvement and replacement. John defines system requirements and specifications for RFPs. He evaluates proposals and assists clients in vendor contract negotiations for system procurement. In addition, he provides system implementation oversight, including site inspections, system performance verifications, and cutover planning.

Representative Experience

City/County Experience

- Massachusetts Emergency Management Agency (MEMA)—Consultant for a feasibility study to consolidate radio antennas and other supported systems from the three communications towers on the Framingham campus.
- Washington—Yuma Counties, (WY-COM) CO—Lead consultant for Communications Center Equipment End-of-Life Assessment
- Montgomery County, TX—Lead consultant for P25 Radio System and Radio Shop Assessment
- Galveston County Emergency Communications District (ECD), TX—Lead consultant to assist the District in the design, procurement, and construction of a radio tower for its public safety land mobile radio (LMR) network
- City of St. Louis, MO—Consultant to investigate 800 MHz radio system interference,
- identify sources of interference and provide recommendations for mitigation.
- Klein Independent School District (KISD), TX—needs assessment, planning, procurement and implementation of a districtwide Next Generation Digital Network (NXDN) frequencydivision multiple access (FDMA), five-site multicast UHF trunked radio system, 6 GHz MPLS ring microwave network
- Houston-Galveston Area Council (H-GAC), TX—Lead consultant for 13-county Regional Interoperable Communications Plan (RICP) and Gap Analysis
- Dallas County, TX—Lead consultant for radio tower and R56 grounding project for new Dallas County 911 dispatch center and ICC 500 storm shelter
- Montgomery County Hospital District (MCHD), TX—Lead consultant supporting numerous radio communication system projects
 - Led the development, purchase and implementation of a new ten-hop MPLS microwave network
 - Led the development, purchase and implementation of six new radio towers
- Montgomery County Volunteer Fire Department, TX—Lead consultant for the planning, design, procurement and implementation of a new five-site, VHF simulcast, LMR system for 44 volunteer fire departments and the Woodlands Fire Department

Additional Experience

- Port of Houston, TX—Lead consultant for radio communications system project to evaluate the Port's radio system expansion options to cover multiple locations
- Cy-Fair Volunteer Fire Department (CFVFD), TX—Lead consultant for start-to-finish radio system planning, procurement and implementation of new 700 MHz, P25 simulcast trunked radio system



40 years

Education

U.S.A.F. Ground Radio
Communications

Specialist Course



David Gelyana, PE, PMP

Senior Technology Specialist, Mission Critical Partners

David is responsible for communication system planning, design, and implementation for private, industrial, public utilities, and public safety radio communication services. His responsibilities include planning and design, development of budgets and specifications, bid evaluation and contract negotiation, vendor oversight, acceptance testing, site acquisition, training and project management. David is a Professional Engineer in the state of Illinois and a certified Project Management Professional (PMP).

Representative Experience

City/County Experience

- Lake County, IL—Countywide radio system for P25 upgrade
 - Technical and functional needs analysis and data gathering
 - Specification writing and procurement support
 - System implementation
- Walworth County, WI—Radio system assessment and recommendations
- Forsyth County, NC—Radio system assessment and recommendations for joint radio system with the City of Winston-Salem, including:
 - Phase I: Needs assessment
 - Phase II: Solution analysis and recommendations
 - Phase III: Procurement support
 - Phase IV: System implementation support
- Nash County, NC—Assessment of the communications system and proposal evaluation for an Association of Public-Safety Communications Officials (APCO) Project 25 LMR system
- Rock County, WI—Project manager on an assessment of the reliability of the County's current radio system/infrastructure
 - Evaluation of potential single points of failure
 - Determination of operational implications if failures occur and identification of communications gaps that may result from those potential failures
- Oakland County, MI—Support of a countywide radio communications system
 - Phase I: Needs assessment and data gathering
 - Phase II: Development of RFP and technical specifications
 - Phase III: Procurement support
 - Phase IV: System implementation
- Henry County 911 Emergency Communications, MO—Needs assessment of the County's current radio system/infrastructure using MCP's proprietary Model for Advancing Public Safety[®] (MAPS[®]) assessment tool.
- Cleveland, OH
 - Served as external project manager and consultant as the city updated its radio infrastructure to the latest P25 standards, including services related to build out, testing, and the completion of an operational 800 MHz APCO P25 digital trunked radio system
- Paso Robles, CA
 - Assessed the existing radio communications system and provided recommendations for improvements to meet the city's goals
- Naperville, IL—Conducted a public safety radio system needs assessment to determine the best replacement solution for the city's existing technology platform



Industry Experience

45 years

Education

M.S., Electrical Engineering, Virginia Tech

B.S., Electrical Engineering, Virginia Tech

<u>Licenses/</u> <u>Certifications</u>

Professional Engineer (PE), Illinois

PMP

Associations

Institute of Electrical and Electronics Engineers

Project Management Institute (PMI)



Pricing

Project Pricing

Professional services outlined in the scope of work will be provided for a **not-to-exceed fee of \$33,610**, **for Task 1 and Task 2**. Pricing for Optional Task 3 can be provided upon request. The fee is inclusive of labor and expenses.

Mission Critical Partners proposes delivering services on a per-hour basis based on the Houston-Galveston Area Council (H-GAC) Purchase Contract #HP08-21, with expenses defined at actual cost.

At the close of each month, MCP shall submit a properly executed invoice showing services rendered for that month. Each statement shall include labor and expenses for authorized activities based on the approved scope of work. Reimbursable expenses on this project will be invoiced at the cost incurred. Invoices shall be reviewed and paid within 30 days of receipt.

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

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



MISSION CRITICAL PARTNERS

H-GAC All Hazards Preparedness, Planning, Consulting & Recovery Services Contract No. HP08-21

Title	Labor Rate Per Hour
Support Specialist I	\$63.00
Support Specialist II	\$105.00
Operations Specialist I	\$204.00
Operations Specialist II	\$218.00
Planner	\$178.00
Communications Specialist	\$160.00
Technology Specialist I	\$191.00
Technology Specialist II	\$204.00
Project Manager	\$198.00
Senior Technology Specialist	\$218.00
Senior Project Manager	\$224.00
Program Manager	\$237.00
Forensics Analyst	\$244.00
Senior Program Manager	\$264.00
Principal	\$224.00

