



## CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT ("Agreement") is entered into (the "Effective Date") upon execution of all necessary signatures by and between the County of Yolo, 625 Court Street Woodland, CA 95695 , (the "Customer"), and National Public Safety Group, LLC, a North Carolina limited liability company, 124 Newington Way, Aberdeen, North Carolina 28315, (the "Consultant" or "NPSG") (Customer and Consultant, individually, a "Party" and, collectively, the "Parties").

### RECITALS

- A. The Customer intends to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services," for consulting services.
- B. The Consultant is experienced in the selection, procurement, and implementation of public safety software, hardware, and related systems and offered to provide the Customer and its affiliates with certain consulting services, and the Customer desires to receive the consulting services, subject to the terms and conditions set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Engagement.

- a. Services. The Customer hereby engages the Consultant to perform the Services, as more particularly set forth on Exhibit A (as may be amended or supplemented pursuant to the terms of the Agreement from time to time) (collectively, the "Services"), and the Consultant hereby accepts the engagement and agrees to provide the Services. The Consultant and the Customer will mutually agree upon the method, details and means of performing the Services.
- b. Performance of the Services.
  - i. For each month during the Term (as defined below), the Consultant commits to dedicate its best efforts to render the Services, provided, however, that the Consultant shall work as many hours as may be reasonably necessary to timely render the Services pursuant to this Agreement.
  - ii. The Consultant shall render to the Customer and certain of its affiliates the Services in a timely and professional manner consistent with industry standards in accordance with this Agreement.
  - iii. With Customer's prior written consent, which may not be unreasonably withheld, the Consultant may subcontract certain portions of the Services or other obligations under this Agreement to parties whom or which the Consultant reasonably believes to be competent and professionally qualified therefor. Except for authorized subcontracts, in performing the Services, the Consultant agrees to provide its own



personnel, equipment, tools and other materials at its own expense.

- iv. The Customer shall make its facilities and equipment available to the Consultant as reasonably necessary in connection with the Services.

2. Independent Contractor Relationship. The Consultant's relationship with the Customer shall be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, agency or employer-employee relationship between the Parties. The Consultant is not the agent of the Customer or any of its affiliates and is not authorized and shall not have any authority to make any representation, contract or commitment on behalf of the Customer or its affiliates, or otherwise bind the Customer or its affiliates in any respect whatsoever. For the avoidance of doubt, Consultant is not authorized to make any representation, contract or commitment on behalf of the Customer or its affiliates for the purchase of Public Safety Systems. The Consultant shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the Consultant's performance of the Services and receipt of fees under this Agreement. The Customer may regularly report amounts paid to the Consultant with the Internal Revenue Service as required by law. The Consultant shall comply with, and agrees to accept exclusive liability for non-compliance with, all applicable state and federal laws, rules and regulations including, without limitation, obligations such as payment of all taxes, social security, disability and other contributions based on fees paid to the Consultant under this Agreement.

3. Compensation.

- a. Consulting Fees. The Customer shall, in consideration of the performance of the Services, pay the Consultant the sums set forth on Exhibit B (the "Consulting Fees").
- b. Payment Milestones. See Exhibit C
- c. Payments. Payments will be made by ACH. After contract signing, you will receive a separate email with our ACH information for payment.
- d. Late Payments are subject to a 1.5% interest fee on the outstanding late balance.
- e. Taxes. Our Cost Proposal does not include any taxes – local, county, state, or federal. The Agency is responsible for paying all taxes on the services we provide. If required to pay applicable taxes for your specific jurisdiction, those will be invoiced to you. If you are a tax-exempt agency, you will need to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the appropriate entities, which you will be required to reimburse us for. For clarity, we are responsible for paying our income taxes – state and federal – as applicable, arising from the services provided in this agreement.

4. Term and Termination.

- a. Commencement. This Agreement shall commence on the Effective Date and shall terminate upon completion of the agreed upon Scope of Work in Exhibit A, except as otherwise permitted by this Section 4.



- b. Termination. Notwithstanding Section 4(a), this Agreement may be terminated without cause by either party with 30 days written notice to the other Party.
  - c. Effect of Termination. The termination or expiration of this Agreement shall in no way affect or impair any right which has accrued to either Party prior to the date when such termination or expiration became effective. Upon the effective date of any termination or expiration of this Agreement, the Consultant shall immediately cease performing the Services, and, in the event of breach by the Customer, the Customer shall pay all the Consulting Fees to the Consultant. The provisions of Section 2, Section 3(b), Section 5, Section 6, Section 7, Section 8, Section 9, Section 10, and this Section 4 shall survive any expiration or other termination of this Agreement. Termination of this Agreement by either Party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating or expiration of this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.
5. Confidentiality.
- a. Customer Confidential Information. By virtue of this Agreement, the Consultant will have access to confidential information and materials of the Customer that is provided to the Consultant after the execution of this Agreement and so designated in writing (collectively, the "Customer Confidential Information"). Customer Confidential Information does not include information that (i) is already in the Consultant's possession at the time of disclosure by the Customer, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Consultant, (iii) is obtained by the Consultant from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Consultant. The Consultant shall not use Customer Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Consultant shall not disclose Customer Confidential Information to any third parties except as otherwise permitted hereunder. The Consultant shall maintain Customer Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Consultant shall promptly advise the Customer in writing of any misappropriation or misuse of Customer Confidential Information of which the Consultant becomes aware.
  - b. Consultant Confidential Information. By virtue of this Agreement, the Customer will have access to confidential information and materials of the Consultant that is provided to the Customer after the execution of this Agreement and so designated in writing (collectively, the "Consultant Confidential Information"). Consultant Confidential Information does not include information that (i) is already in the Customer's possession at the time of disclosure by the Consultant, (ii) is or becomes part of public knowledge other than as a result of any action or inaction of the Customer, (iii) is obtained by the Customer from an unrelated third party without a duty of confidentiality, or (iv) is independently developed by the Customer. The Customer shall not use Consultant Confidential Information for any purpose other than in furtherance of this Agreement and the activities described herein. The Customer shall not disclose Consultant Confidential Information to any third parties except as otherwise



permitted hereunder. The Customer shall maintain Consultant Confidential Information with at least the same degree of care it uses to protect its own proprietary information of a similar nature or sensitivity, but no less than reasonable care under the circumstances. The Customer shall promptly advise the Consultant in writing of any misappropriation or misuse of Consultant Confidential Information of which the Customer becomes aware.

- c. Exclusions. Notwithstanding the foregoing, this Agreement shall not prevent the Consultant from disclosing Customer Confidential Information or the Customer from disclosing Consultant Confidential Information to the extent required by a judicial order or other legal obligation; provided, however, that, in such event, the Party from which disclosure is sought shall promptly notify the other Party to allow intervention (and shall cooperate with the Party from which disclosure is sought ) to contest or minimize the scope of the disclosure (including application for a protective order). Further, Each Party may disclose the terms and conditions of this Agreement (i) in confidence, to legal counsel, (ii) in confidence, to accountants, and (iii) in connection with the enforcement of this Agreement or any rights hereunder.
  - d. Equitable Relief. The Consultant acknowledges that unauthorized use or disclosure of Customer Confidential Information could cause the Customer irreparable harm for which its remedies at law would be inadequate, and, similarly, the Customer acknowledges that unauthorized use or disclosure of Consultant Confidential Information could cause the Consultant irreparable harm for which its remedies at law would be inadequate. Accordingly, each Party acknowledges and agrees that the other Party will be entitled, in addition to any other remedies available to it at law or in equity, to the issuance of injunctive relief enjoining any breach or threatened breach of its obligations hereunder.
6. Warranties.
- a. Authority. The Consultant represents, warrants and covenants to the Customer that the Consultant has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained.
  - b. No Implied Warranties. The Customer agrees that (i) the Consultant is not the manufacturer or distributor of any of the products or services subject to the Services (collectively, the “Third-Party Products”), (ii) the warranties and representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications) are those of the manufacturer or distributor thereof and not the Consultant, and (iii) the Consultant bears no obligation or liability related to or resultant from the warranties or representations, if any, applicable to any of the Third-Party Products (including, without limitation, their respective specifications). THE WARRANTY SET FORTH IN SECTION 6(A) IS THE ONLY WARRANTY MADE BY THE CONSULTANT HEREUNDER. THE CONSULTANT HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
7. Limitation on Liability. UNDER NO CIRCUMSTANCE SHALL THE CONSULTANT’S LIABILITY ARISING OUT OF OR IN CONNECTION WITH ANY ORDER OR OTHER AGREEMENT BETWEEN THE CONSULTANT AND THE CUSTOMER OR THE CONSULTANT’S PERFORMANCE OR ASSERTED FAILURE TO PERFORM



HEREUNDER, IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE CONSULTING FEES PAID HEREUNDER. IN NO EVENT SHALL THE CONSULTANT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE OR GOODWILL, WHETHER OR NOT THE CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. This limitation of liability represents an allocation of risks between the Customer and the Consultant, which allocation is reflected in the purchase price for the Products. The Customer acknowledges that the amount of the Consulting Fees reflects and incorporates the disclaimer of warranties and limitation of liability and remedies set forth herein (without which the Consulting Fees would have been substantially higher). Further, without limitation upon the generality of any other provision hereof, the remedies of the Customer shall be limited to the refund of the Consulting Fees.

8. Indemnification. The Customer shall indemnify, defend, and hold the Consultant and its members and employees harmless from and against all claims and losses arising out of or relating to the Consultant's performance of its obligations under this Agreement; provided, however, that the Customer's obligations under this Section 8 shall not apply to the extent that any loss is the direct result of (i) the gross negligence or willful misconduct of Consultant, (ii) the failure of the Consultant to perform under, or its breach of, this Agreement or (iii) the failure of Consultant to comply with any applicable law. The Consultant will provide the Customer with all reasonable information and assistance to settle or defend the claim, and the Customer shall not, without the approval of the Consultant, consent to the entry of any judgment or effect any settlement of any pending or threatened proceeding without the consent of the Consultant.

The Consultant shall indemnify, defend, and hold the Customer and its officials, employees, and agents harmless from and against all claims and losses arising out of or relating to the Customer's performance of its obligations under this Agreement; provided, however, that the Consultant's obligations under this Section 8 shall not apply to the extent that any loss is the direct result of (i) the gross negligence or willful misconduct of Customer, (ii) the failure of the Customer to perform under, or its breach of, this Agreement or (iii) the failure of Customer to comply with any applicable law. The Customer will provide the Client with all reasonable information and assistance to settle or defend the claim, and the Consultant shall not, without the approval of the Customer, consent to the entry of any judgment or effect any settlement of any pending or threatened proceeding without the consent of the Customer.

9. Non-Disparagement.
  - a. Consultant. The Consultant agrees to instruct its members and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Customer or any of its officers or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Customer or any of its employees or officers; provided, however, that the foregoing restrictions shall not apply to any testimony that the Consultant is compelled by law to give (whether written or verbal).
  - b. Customer. The Customer agrees to instruct its officers and employees to refrain from any disparaging statements (including, but not limited to, statements that amount to libel or slander) (i) about the Consultant or any of its members or employees or (ii) that pertain to any personal or confidential matters that may cause embarrassment to the Consultant or any of its employees or members; provided, however, that the foregoing restrictions shall not



apply to any testimony that the Customer is compelled by law to give (whether written or verbal).

10. Insurance. The Consultant will maintain general liability insurance in the amounts shown in Exhibit D of this agreement.

11. Miscellaneous.

- a. Entire Agreement; Waiver; Amendment. This Agreement, including any appendices hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other prior agreements or undertakings with respect to the subject matter hereof, both written and oral. No delay or failure on the part of any Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by any of them of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the Party against which or whom enforcement is sought, and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
- b. Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (i) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of this Agreement, shall not in any way be affected or impaired thereby, and (ii) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties. If, moreover, any provision contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.
- c. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of California. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by the laws of the State of California, including its statutes of limitations, without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. Each Party hereby (a) irrevocably submits and consents to the exclusive jurisdiction and venue of the State of California for Orange County and the United States District Court for the Central District of California, as well as all respective appellate courts therefrom, (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to this Agreement, (b) consents to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waives any objection and defense to the exercise of personal jurisdiction or venue, (c) covenants that it will not commence any action, suit or proceeding arising out of or relating to this Agreement except in the Courts, and (d) agrees that (i) any action brought in contravention of this Section 10(c) is subject to dismissal at any time and at any stage of the action, suit or proceeding, and no action taken by the other Party in



defending, counterclaiming or appealing shall be construed as a waiver of this right to immediate dismissal and (ii) a Party bringing an action in contravention of this in contravention of this Section 10(c) shall be liable to the other Party for the costs, expenses and attorneys' fees incurred in successfully dismissing the action or successfully transferring the action to the Courts. No provision of this Section 10(c) shall be construed, however, to affect the right of any Party to enforce a judgment rendered by the Courts in any other jurisdiction.

- d. Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently and, unless otherwise stated herein, shall not be deemed exclusive.
- e. Notices. All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given and received (a) when personally delivered or (b) one (1) business day after proper prepaid deposit for next-day delivery to a national overnight courier service providing evidence of delivery, postage prepaid, addressed to the Party to whom or which notice is to be given at the address hereinabove set forth therefor. The rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or communication sent. The addresses hereinabove set forth may be changed as to any Party upon at least ten (10) days prior notice thereof to the other Parties.
- f. Construction. This Agreement was negotiated by the Parties and is to be deemed to have been prepared jointly by the Parties after arms-length negotiations and constitutes a free bargain between the Parties, and any uncertainty or ambiguity existing herein shall not be interpreted against any Party—and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party shall not apply to any construction or interpretation hereof—but according to the application of the rules of interpretation of contracts. Further, in this Agreement, unless an express contrary intention is herein set forth, (a) the singular number includes the plural number and vice versa, (b) “hereunder,” “hereof,” “hereto,” and words of similar import shall be deemed references to this Agreement as a whole and not to any particular section or other provision hereof, (c) “including” (and with correlative meaning “include”) means including without limiting the generality of any description preceding such term, (d) “or” is used in the inclusive sense of “and/or,” and (e) the recitals hereinabove set forth are incorporated herein by reference.
- g. Exhibits. All Exhibits attached hereto are hereby incorporated by reference into, and made a part of, this Agreement.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement (it being understood that all Parties need not sign the same counterpart). This Agreement, to the extent signed and delivered or countersigned and returned by means of a facsimile machine or other or electronic reproductive image of a manual signature, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
- i. Parties in Interest. Nothing in this Agreement shall be construed as giving any person or



entity, other than the Parties, and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

- j. Headings. The section headings throughout this Agreement are for convenience and reference only, and words contained therein shall in no way be held to explain, modify, simplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- k. Piggybacking. To the extent allowed by law, any public procurement unit, within or without the Customer's state, is permitted under applicable law to purchase services, supplies, materials, equipment, and other personal property under the terms of a contract entered into by another awarding or sponsoring public procurement unit pursuant to the process commonly known as "piggybacking," the Parties hereby consent thereto and, to the extent permitted under applicable law, hereby extend this option to other public procurement units for the items and services that are the subject of this Agreement. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. A contract entered into with another agency or entity that is entered into as an extension of this Contract, will hold harmless the Customer and each government entity and their members from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The Customer makes no guarantee of usage by other users of this Contract.

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IN WITNESS WHEREOF, this Agreement is executed (a), if by an individual, by hereunto setting his or her hand under seal by adoption of the word "SEAL" appearing next to his or her signature, (b), if by a corporation, by the duly authorized officer, director or shareholder of the corporation on its behalf under seal, if an impression seal appears hereon, by affixing such impression seal or by adoption of the word "SEAL" appearing next to the signature of the officer, (c), if by a partnership, by the duly authorized partner of the partnership on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the partner or (d), if by a limited liability company, by the duly authorized manager or company official on its behalf under seal by adoption of the word "SEAL" appearing next to the signature of the manager or company official, on the day and year first above written.

**CUSTOMER**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to Form:


By:   
Philip J. Pogledich, County Counsel

***Optional, only if needed:***

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**National Public Safety Group, LLC**

Signature:  \_\_\_\_\_  
Name: Jonathan Mims  
Title: Chief Executive Officer  
Date: April 24, 2024



**Exhibit A**  
**Scope of Work**

**NPSG will assist the Customer with their public safety software project, which will include:**

- Computer Aided Dispatch (CAD)
- Law Enforcement Records Management System (LERMS)
- Jail Management System (JMS)
- Mobile Data System (MDS)

**NPSG will provide these services for CAD, LERMS, and JMS with the following agencies involved:**

- Yolo County Sheriff's Office

**NPSG must provide consulting services and implementation services for the customer. These services include:**

**Phase I**

***Needs Assessment***

The NPSG team will perform a thorough Needs Assessment, which will include services such as:

- Identify and document goals and objectives
- Review and take notes from any existing strategic plans that may be in place
- Document any partner agencies that need integration—public safety agencies, neighboring counties, public works, etc. This includes existing agreements and future wants
- Identify the agency's Project Team
- Identify the time goals/deadlines of your specific project
- Provide a project schedule in Basecamp for the Needs Assessment, Selection, and Procurement phases of this project
- Set up and lead bi-weekly calls throughout the Needs Assessment to ensure assigned tasks on both sides are being completed
- Interview the different department and division team members to find out workflows, software needs, issues, and processes
- Create a technical matrix that is used for the RFP as well as a statement of work
- Create a Needs Assessment document that is to be used once a contract is signed with a public safety software provider. This document is a discovery document to assist the provider implement their solution. It includes information on interfaces, conversion facts and needs, workflows, approval processes, the respective contact people involved, and other logistical data that can ensure the projects starts efficiently and effectively.

**Phase II**

***Selection Process***

The NPSG team will lead and manage the Selection process, as the Agency desires, to include services such as:



- Work with your Agency’s Procurement, Risk, and Legal Departments to complete an RFP template if going to bid
- Work with the Agency to ensure the Final RFP and technical matrix contains the needed criteria for a successful selection and implementation
- Upon receiving RFP responses from responding vendors, the NPSG team does a full assessment of the responses. This includes assessments of each section in our RFP template, to include pros, cons, and notes on information pertaining to:
  - Company
  - Finances
  - Contracts cancelled or unfulfilled
  - References
  - Litigation, arbitration, and civil disputes
  - Infrastructure
  - Cybersecurity
  - Professional services model
  - Updates/Enhancements
  - Support / SLA
  - Cost proposal breakdown and comparison
  - Exceptions taken to the RFP
  - Technical matrix breakdown, pros, and cons
- Lead and manage the Selection process to include:
  - Setting up all demonstrations and round table meetings
    - Includes managing up to (3) Finalist Vendors
    - Includes managing up to (3) day presentations from each vendor
    - If over (3) finalists or more the (3) day presentations are desired, there will be added fees to cover resource and travel costs.
  - Provide a scoring matrix, which is determined after meeting with Agency stakeholders to identify performance metrics.
  - NPSG uses survey software for members to score the presentations.
  - Set up and manage the Technical / Pro Services presentation following demonstrations
  - Attend any management or Commissioner meetings needed to move forward with a formal selection

### Phase III

#### ***Procurement Process***

The NPSG team will work with perform the following services such as:

- Upon a proposer being awarded a Selection, contingent on successful contract negotiations, NPSG retrieves the company’s contract
- NPSG works with the Agency’s Procurement, Risk, and Legal departments to vet the agreement.
- The NPSG Team has extensive criteria it looks for in contract negotiations with a vendor to include:
  - Price
    - Actual cost
    - Ongoing costs

- Pricing model
- Future add on costs
- Payment terms
  - Breakdown of milestones
  - Percentage of holdback money contingent on sign off
- Product
  - Is the Statement of Work accurate
  - Ensure the Agency understands what you are getting and not getting
- Project
  - Professional Services standards
    - Project Manager
    - Project tools
    - Team members
  - Penalties for very delayed projects
- Support level agreement
  - Support tiers with guaranteed response times
    - Penalties for delayed responses
  - Annual SSMA or Subscription increase percentage caps
  - If SaaS, guaranteed uptime with penalties
  - Ongoing support parameters
  - Cybersecurity
  - Identification of who supports your Agency
- Updates and Upgrades
  - Costs
  - Process
- All Terms and Conditions, with some specific language regarding
  - Assignment
  - Non-interference
  - Data ownership
  - Legal litigation or arbitration
- NPSG assist in redlining and commenting on the price, terms, and conditions to assist the agency in finalizing a successful contract
- Attend any management or Commissioner meetings needed to get approval for the contract signing

#### Phase IV

##### ***Project Management***

The NPSG team will work with perform the following services such as:

- We provide the NPSG Needs Assessment Summary document to the vendor before kickoff to ensure they have as much knowledge as possible to prepare for the project
- Attend and assist with kickoff and discovery sessions to make sure all goals and objectives are understood and documented
- Work with software vendor and customer to develop a detailed implementation schedule
- We work to ensure the training plan scheduled is conducive with agency needs – schedules, union rules,

other limitations

- Our project managers and subject matter experts attend meetings and calls as appropriate and deliver detailed notes after each call
- Prior to weekly project status meetings, we have weekly one on ones with the customer and vendor, which helps make the status calls more efficient and effective
- We work to ensure the agency is on track doing their homework to ensure there is no project delay
- We work to ensure the vendor is on track with their deliverables to ensure there is no project delay
- Work to ensure client assigns appropriate “core group” resources for project success
  - This entails identifying what personnel resources will be needed for a project of your scope
- Work to make sure any showstopper items are identified and promptly resolved by the responsible party before becoming major issues
- Monitor risks and change requests throughout the project.
- Review and recommend approval of software invoices as requested by the Customer
- Assist client with preparing for Stakeholder Meetings
- Schedule calls with the software vendor and all third-party vendors to identify interface requirements.
- Manage progress of data conversions or any access to legacy data to ensure these processes are not going to delay the project
  - Ensure client stays on track with validations
  - Ensure vendor stays on track with fixing issues for the next data conversion run
  - Work with client to make sure they are bringing clean data into their new system
- Work to ensure functional and load testing is performed as needed
  - Document issues found during testing and continuously follow-up with the vendor on resolution and a retesting plan
  - Assist with prioritizing issues and ensuring Go Live gating issues get worked on first
- Work with the vendor to develop and communicate a detailed go-live plan well before the system is put into live operation
  - Work with vendor to ensure there is a go live checklist for both their staff, the client’s staff
  - Ensure the vendor has lined up go-live support from third parties involved in interfaces, which may need go live support
- Continue to follow up after go-live for any post go-live action items, such as pending interfaces, conversion items, or anything else that was not completed
- Provide Consulting as a Service (CaaS) ongoing annual support for account and technical needs if that option is chosen by the agency



Exhibit B  
Cost Proposal

### National Public Safety Group Proposal

Proposal Services for: *RMS/JMS Project Consulting*

**Proposal for:** Yolo County Sheriff's Office  
**Contact:** Mashan Rebman **Date:** 1/24/2024  
*Planning & Research Manager* **Valid:** 9/20/2024  
**Email:** mashan.rebman@yolocounty.org  
**Phone:** 530-406-5197  
**NPSG Contact:** Dennis Vrooman **Email:** dvrooman@nationalpsgroup.com

Item	Length of Project	Total
Needs Assessment		\$94,903
Selection		\$103,530
Procurement		\$47,451
Project Management		\$185,491
<b>Total Consulting Services:</b>		<b>\$431,375</b>

Item	Total
Consulting as a Service	NA
<b>Total Cost: \$431,375</b>	

#### NOTES

This document should not be shared unless the proper FOIA laws have been met.

**This proposal includes services for this project for this many months after effective date:** 30

**A \$3,500 Legal Fee is added for agencies using their own PSA**

See full agreement for all terms and conditions


**Optional CaaS: Ongoing annual support after sign off by NPSG for technical, account, & invoicing items:** \$34,510

The Piggyback agency is:  
 San Bernardino County Sheriff's Department  
 655 E 3rd Street  
 San Bernardino, CA 92415

RFP #SHR122-ADMSR-4332  
 NPSG Contract #22-1002

Confidential

**Exhibit C**  
Payment Terms

 <b>Payment terms</b>						
Month	Milestone	Begin/End	Percentage	Unit Cost	Payment	Paid to Date
<b>* Projected Project Length:</b>		<b>30</b>				
1	Effective Date	Begin	20%	\$431,375	\$86,275.00	\$86,275
2	Monthly payment		3%	\$431,375	\$11,900.00	\$98,175
3	Monthly payment		3%	\$431,375	\$11,900.00	\$110,075
4	Monthly payment		3%	\$431,375	\$11,900.00	\$121,975
5	Monthly payment		3%	\$431,375	\$11,900.00	\$133,875
6	Monthly payment		3%	\$431,375	\$11,900.00	\$145,775
7	Monthly payment		3%	\$431,375	\$11,900.00	\$157,675
8	Monthly payment		3%	\$431,375	\$11,900.00	\$169,575
9	Monthly payment		3%	\$431,375	\$11,900.00	\$181,475
10	Monthly payment		3%	\$431,375	\$11,900.00	\$193,375
11	Monthly payment		3%	\$431,375	\$11,900.00	\$205,275
12	Monthly payment		3%	\$431,375	\$11,900.00	\$217,175
13	Monthly payment		3%	\$431,375	\$11,900.00	\$229,075
14	Monthly payment		3%	\$431,375	\$11,900.00	\$240,975
15	Monthly payment		3%	\$431,375	\$11,900.00	\$252,875
16	Monthly payment		3%	\$431,375	\$11,900.00	\$264,775
17	Monthly payment		3%	\$431,375	\$11,900.00	\$276,675
18	Monthly payment		3%	\$431,375	\$11,900.00	\$288,575
19	Monthly payment		3%	\$431,375	\$11,900.00	\$300,475
20	Monthly payment		3%	\$431,375	\$11,900.00	\$312,375
21	Monthly payment		3%	\$431,375	\$11,900.00	\$324,275
22	Monthly payment		3%	\$431,375	\$11,900.00	\$336,175
23	Monthly payment		3%	\$431,375	\$11,900.00	\$348,075
24	Monthly payment		3%	\$431,375	\$11,900.00	\$359,975
25	Monthly payment		3%	\$431,375	\$11,900.00	\$371,875
26	Monthly payment		3%	\$431,375	\$11,900.00	\$383,775
27	Monthly payment		3%	\$431,375	\$11,900.00	\$395,675
28	Monthly payment		3%	\$431,375	\$11,900.00	\$407,575
29	Monthly payment		3%	\$431,375	\$11,900.00	\$419,475
30	Monthly payment		3%	\$431,375	\$11,900.00	\$431,375
					<b>Total Payments:</b>	<b>\$431,375.00</b>

Confidential

\*Projected project length is listed above and below. We do not quote projects based on hours, but on other criteria, such as number of agencies, users, products, etc. We will continue to provide project services for the below number of months.

Our goal is to provide your agency with a successful project on time and within budget.

Projected project length: 30

**This is a fixed-fee agreement broken up over monthly payments.**

**If project is completed before the projected time, the balance of unpaid payments will be due and invoiced for payment.**

