

**AGREEMENT 24286
FOR INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES
FOR THE LAKE COUNTY JUSTICE AGENCIES**

This Agreement for Professional Services (“**Agreement**”) is between the County of Lake (“**County**”) and Mission Critical Partners, LLC (“**Consultant**”), with principal offices at 690 Gray’s Woods Boulevard, Port Matilda, PA 16870. The County and Consultant are referred to as the “Parties”.

RECITALS

1. Lake County Justice Agencies (“LCJA,” comprised of the Circuit Clerk, 19th Judicial Circuit Court, Public Defender, and State’s Attorney) have a need for IT staff augmentation as it relates to the newly implemented and highly configurable Integrated Case Management System (“ICMS”).
2. Consultant fulfilled the project management role for the County’s ICMS implementation and has the necessary knowledge and experience to complete the required work effectively and efficiently.
3. The County and Consultant have negotiated terms under which Consultant will perform the Services.
4. To memorialize the terms and conditions under which Consultant will perform the Services, the parties have drafted this Agreement.

In light of the foregoing, Lake County and Consultant agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

This Agreement, which includes an Exhibit A (Scope of Work), Exhibit B (Job Descriptions) and Exhibit C (Key Personnel), constitutes the entire agreement of the Parties and supersedes all previous agreements between them.

SECTION 2. SCOPE OF WORK

Consultant will perform the scope of work set forth in Exhibit A.

SECTION 3. EFFECTIVE DATE; TERM

This Agreement shall be effective upon execution and shall be in effect for a one-year period (the “initial term”) with the option to renew for four additional one-year periods. At the end of any contract term, Lake County reserves the right to extend this contract for a period of 60 days for the purpose of negotiating a new or extended agreement. In the event Lake County exercises its right to institute the 60-day extension, prorated rebate calculations shall be applied. For any year beyond the initial contract term, this contract is contingent upon the appropriation of sufficient funds.

Effective Date. Unless a different effective date is provided above, this Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature) will be deemed the “Effective Date” of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party’s signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party’s signature.

SECTION 4. AGREEMENT PRICE

- A. **Rates.** The County will pay Consultant an hourly fee pursuant to the pricing rate schedule below for the deliverables identified in Exhibit A. Labor Category descriptions are listed in Exhibit B.

Category	Rate
Sr. Program Manager	\$275.00
Sr. Consultant	\$225.00
Sr. Project Manager	\$225.00
Sr. Technology Specialist	\$200.00
Consultant	\$200.00
Project Manager	\$200.00
Support Specialist I	\$100.00

- B. **Hours worked; billing.** For the initial term of this Agreement, the Parties envision an average of 40 hours per week of support for April 2024 through July 2024; an average of 30 hours per week of support for August 2024 through October 2024; and an average of 20 hours per week of support from November 2024 through March 2025. Any hours exceeding the hours set forth in the previous sentence must be agreed to in advance and in writing. Consultant will invoice the County not more than once per month based upon the actual hours worked.
- C. **Rate adjustments.** The rates above shall remain unchanged through the initial term of the Agreement. Thereafter, any rate revisions must be requested of the Lake County Purchasing Division 60 days prior to the end of the then-active term. The County reserves the right to reject any price increase and to terminate the contract in accordance with the terms of this Agreement.
- D. **Not-to-exceed price.** The total cost for the Agreement’s initial term shall not exceed \$350,000. Thereafter, if the Parties renew the Agreement for an additional term, the County agrees to budget not less than \$30,000 for continued work. Such work shall be set forth in a statement of work similar to the one at Exhibit A, which applies to the Agreement’s initial term.

- E. **Travel expenses.** There are no travel expenses included as it is anticipated the vast majority of this effort can be conducted remotely. In the event it becomes necessary for Consultant to be on site, written approval from Lake County must be obtained prior to any travel costs being incurred. All travel expenses will be billed in accordance with the most recent GSA travel expense guidelines. Any travel required in the initial term will be subject to and included in the total not to exceed amount identified above.

SECTION 5. INVOICES & PAYMENT

- A. At the start of this Agreement, the County will issue a purchase order for the work and Consultant shall submit invoices detailing the hours worked and services provided and identify the purchase order number on all invoices.
- B. Consultant shall maintain records showing the actual time its employees and agents devoted to the project, and the costs incurred. Consultant shall permit a representative from Lake County to inspect and audit all of Consultant's data and records for the work and services provided under this Agreement. Consultant shall make these records available at reasonable times during the Agreement period and for one year after the end of the Agreement.
- C. All payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, which generally requires approval of a vendor's bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days (50 ILCS 505/1 *et seq.*).
- D. Lake County's fiscal year ends on November 30. Invoices for services the Consultant has rendered up until November 30 of each year must be received by Lake County on or before January 15 of the subsequent calendar year.

Other than the timeframe for payments related to the end of Lake County's fiscal year, as stated above, Lake County shall not be held financially liable for payment of any services rendered if the invoice for such services is not sent to the County within 90 days from the date the services were provided.

If this Agreement is terminated prior to its expected expiration date, the Consultant must submit all invoices to Lake County no later than 30 days after the effective date of the termination.

Payment for invoices received beyond the time periods in this subsection will be denied, absent an agreement to the contrary. Failure of the Consultant to invoice the County in the timeframes noted in this section shall constitute the Consultant's waiver of the Consultant's right to payment.

SECTION 6. CONTRACT MODIFICATIONS

In the event changes to the scope of the project or additional work become necessary or desired (a "Modification"), the parties shall follow the procedures set forth in this Section to memorialize the modification (a "Contract Modification"). A Contract Modification shall be effective only if documented in writing, dated and signed by both parties, and expressly referencing this Agreement. The Contract Modification shall set forth in detail: (i) the Modification requested, (ii) the reason for the proposed Modification; (iii) the cost of the Modification; and (iv) the Modification's impact on the time for completing the project.

In the event either party desires a Modification, the Project Manager for such party shall submit to the other party's Project Manager a proposed Contract Modification. If the receiving party does not accept the Contract Modification in writing within 10 business days, the receiving party shall be deemed to have rejected the Contract Modification. If the parties cannot reach agreement on a proposed Modification, Contractor shall nevertheless continue to render performance under this Agreement in accordance with its (unmodified) terms and conditions.

Modifications that involve or increase in the amounts payable by the County may require execution by the County Purchasing Agent. Some increases may also require approval by the County Board. In cases where the Purchasing Agent's signature is required, or where County Board approval is needed, the Contract Modification shall not be deemed rejected by County after 10 days if the County's Project Manager has indicated in writing within the 10-day period an intent to present the Contract Modification for appropriate signature or approval.

SECTION 7. INDEMNIFICATION

Consultant agrees to indemnify and defend Lake County (its employees, elected officials, executives, and agents) from all claims, actions, demands, judgments or liabilities, fines, penalties, and expenses, including without limitation reasonable legal fees and expert costs, arising out of this Agreement and arising from the Consultant's (its employees', executives', and agents') actions, whether negligent, reckless, or intentional. Lake County shall provide notice to Consultant promptly of any such claim, suit, or proceeding, and will assist Consultant, at Consultant's expense, in defending any such claim, suit, or proceeding.

SECTION 8. INSURANCE

The Consultant must obtain, for the Contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A and provide the County with a Certificate of Insurance 15 days before the start of the project, and thereafter annually upon each renewal date for contracts/projects that will last more than one year. Insurance in the following types and amounts is necessary:

Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be

limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Contractors
- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Products-Completed Operations

\$1,000,000 Personal and Advertising injury limit

\$2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the contractor's projects away from premises owned or rented to contractor.

Excess/ Umbrella Liability

The Contractor's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum*)

Automobile Liability Insurance

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Contractor's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Contractor's employees, with limits listed below:

Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Professional Liability – Errors and Omissions

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability – Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Technology Errors and Omissions

The Contractor's Software Developer and/or IT Consultant for the plans, including developing and implementing technology for Lake County, or of the project, shall be written with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

County, acting at its sole option, may waive any of the foregoing insurance requirements upon a request to do so, but no waiver shall be effective unless made in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by County's risk manager taking into account the nature of the work and other factors relevant to County's exposure, if any, under this agreement.

Liability Insurance Conditions

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary & non-contributory over Lake County's insurance in the event of a claim.
- c) Contractor agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and volunteers and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change. A blanket additional insured ISO endorsement is preferred for Contractors who have multiple projects with the County.
- d) Lake County shall be provided with Certificates of Insurance and should include the appropriate corresponding ISO form endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with

certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration or cancellation of any such policies. No manuscript endorsements will be accepted. Any hard copies of said Notices and Certificates of Insurance and Endorsements shall be provided to:

**Lake County
Purchasing Division
18 N. County 9th Floor
Waukegan, Illinois 60085
Attn: RuthAnne Hall, Lake County Purchasing Agent**

- e) **Electronic copies of Notices, Certificates of Insurance and Endorsements can be emailed to Purchasing@lakecountyil.gov in place of hard copies.**

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Contractor.

SECTION 9. INDEPENDENT CONTRACTOR; LICENSURE OR CERTIFICATIONS; KEY PERSONNEL

- A. **Independent Contractor Status.** The parties intend that the Consultant will be an independent contractor.
- B. **Licensure or Certifications.** If required by law, the Consultant must at all times be and remain licensed or certified as a qualified provider of the services provided in this Agreement. Consultant shall submit copies of the required licenses or certifications upon the County's request. Consultant shall promptly notify County in writing of any citation Consultant receives from any licensing or certification authority, including all responses and correction plans.
- C. The parties have identified particular individuals as being critical to the project in Exhibit C ("Key Employees"). Consultant shall not replace Key Employees without the County's prior written consent, which shall not be unreasonably withheld. Should Key Employees be reassigned, become incapacitated, separate from the Consultant, or be otherwise unable to perform the functions assigned to them, Consultant shall (i) within 10 business days, temporarily replace the person with another properly qualified employee and (ii) within 30 calendar days, permanently replace the person.

Lake County shall have the right to request that Consultant replace Key Employees from the project by setting forth in writing the grounds for the request. Consultant shall have a reasonable time period in which to address the grounds or make a substitution.

- D. Consultant shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Consultant agrees to notify Lake County immediately whenever it is unable to comply with applicable State, Federal, or local laws, rules and regulations. Where non-compliance materially impairs the Consultant from performing the services under this Agreement, the County may terminate the Agreement for cause.

SECTION 10. DISPUTE RESOLUTION

All issues, claims, or disputes that the Consultant raises or makes related to this Agreement shall be resolved in accordance with the Contract Disputes provision of the Lake County Purchasing Ordinance, § 33.097.

SECTION 11. NO IMPLIED WAIVERS

Waivers of a term or condition of this Agreement shall be in writing, and that writing must describe the circumstances giving rise to the waiver. The parties intend that no waiver of any term or condition shall be deemed or construed as a waiver of any other term or condition of this Agreement, and waiver of any breach shall not be deemed to be a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

SECTION 12. SEVERABILITY

If any provision of this Agreement is unenforceable to any extent, the remainder of this Agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

SECTION 13. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in a state or federal court with jurisdiction in northern Illinois.

SECTION 14. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Consultant relative to this Agreement shall be addressed to the Consultant at the address shown herein below:

Darrin Reilly, President and CEO
Mission Critical Partners, LLC
690 Gray's Woods Blvd.
Port Matilda, PA 16870
Phone: 888-862-7911

Contracts@MissionCriticalPartners.com

Copies of any notices and communications which propose to modify or terminate this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 15. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

This Agreement shall not be assigned, delegated, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties with respect to the subject matter of this Agreement.

If Lake County agrees that the Consultant may assign, delegate, or subcontract the work under this Agreement, Consultant shall remain contractually liable to Lake County unless otherwise agreed in writing.

SECTION 16. TERMINATION

Lake County reserves the right to terminate this Agreement as set forth below.

a. Termination for Convenience:

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon 30 days' written notice. In case of such termination, Consultant shall be entitled to receive payment from Lake County for work completed to the date of termination in accordance with the terms and conditions of this Agreement.

b. Termination Due to Material Breach:

In the event that this Agreement is terminated due to the Consultant's material breach, Lake County shall be entitled to purchase substitute items or services elsewhere and charge Consultant with losses the County incurs, including attorney's fees and expenses, notwithstanding any damage limitations the parties may agree to elsewhere.

c. Termination Due to Lack of Appropriations:

If sufficient funds are not appropriated by the Lake County Board to continue the services under this Agreement, then Lake County may terminate this Agreement. Lake County agrees to give written notice of termination to Consultant at least 30 days prior to the end of the last fiscal year for which appropriations were made. Lake County shall remit payment for all work completed and approved or accepted by the County, to the date of termination. Termination under this subsection shall not entitle the Consultant to contractual damages of any kind.

d. Termination Due to Force Majeure Events:

(i) If a Force Majeure Event prevents a party from complying with any one or more

obligations under this agreement, that inability to comply will not constitute breach if (1) that party uses reasonable efforts to perform those obligations, (2) that party's inability to perform those obligations is not due to its failure to (A) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that party complies with its obligations under section 16(d)(iii), below.

(ii) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party and any consequences of that event or circumstance.

(iii) If a Force Majeure Event occurs, the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event and may terminate the Agreement based on it, with an obligation to pay only for services performed prior to the Force Majeure Event.

SECTION 17. CONFIDENTIALITY

Both parties acknowledge that Consultant's documents and dealings related to this Agreement are subject to the Illinois Open Meetings Act (5 ILCS 120/1 *et seq.*) and the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*). Consultant agrees to comply with all pertinent federal and state statutes, rules and regulations and County ordinances related to confidentiality.

SECTION 18. WORK PRODUCT

All work product prepared by Consultant pursuant to this Agreement, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Lake County. Consultant shall deliver the work product to Lake County upon completion of Consultant's work, or termination of the Agreement, whichever comes first. Consultant may retain copies of such work product for its records; however, Consultant may not use, print, share, disseminate, or publish any work product related to this Agreement without the consent of Lake County.

SECTION 19. PRESS/NEWS RELEASES

Consultant may not issue any press or news releases regarding this Agreement without prior approval from Lake County. Consultant shall provide notice to Lake County's Chief Communications Officer if contacted by the media regarding the services set forth in this Agreement.

SECTION 20. DEBARMENT AND SUSPENSION

The Lake County Purchasing Ordinance § 33.125 through 33.126 defines the County's Authority

and Decision to Debar.

The Consultant certifies to the best of his or her knowledge and belief that the Consultant:

- A. Is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- B. Has not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- C. Is not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Has not, within a three-year period preceding this contract, had one or more public transactions (Federal, State, or local) terminated for cause or default.

Consultant agrees that, during the term of this Agreement, Consultant shall report to the County's contract administrator, within 10 days, any allegations to or findings by the National Labor Relations Board (NLRB) or Illinois Labor Relations Board (ILRB) that Consultant has violated a statute or regulation regarding labor standards or relations. If an investigation by the County results in a final determination that the matter adversely affects Consultant's responsibilities under this Agreement, then the County may terminate this contract.

SECTION 21. NON-DISCRIMINATION

During the term of this agreement, Consultant agrees to and shall comply with (1) the Equal Opportunity Employer provisions of Section 2000e of Chapter 21, Title 42 of the United States Code and Federal Executive Order Number 11246, as amended by Executive Order 11375, and (2) Chapter 33 of Title III of the Lake County Code of Ordinances (titled "Purchasing").

Signed:

COUNTY OF LAKE

By: _____
Its Purchasing Agent

Date: _____

MISSION CRITICAL PARTNERS, LLC

By: _____
Its

Date: _____

DRAFT

Exhibit A

Scope of Work

This Scope of Work (SOW) outlines the deliverables and objectives for the IT staff augmentation agreement between Lake County Justice Agencies (“LCJA”) and Mission Critical Partners, LLC (“MCP”). This agreement aims to enhance the capabilities of LCJA’s existing IT team by providing skilled professionals from MCP. The intent of this collaboration is to achieve specific goals, address critical business needs, and optimize IT operations to drive efficiency and innovation within LCJA.

Objective:

The primary objective of this agreement is to supplement LCJA's internal IT resources with specialized expertise and manpower. LCJA recently implemented an ICMS which is highly complex and configurable. While LCJA learns to navigate and customize its new ICMS, the demand for business automation will continue to grow, which often requires the integration of both existing and emerging technologies and systems. As technology evolves rapidly, MCP will supply the necessary proficiency in new or hard-to-find skill sets required to perform the work.

Overview of Work:

This scope of work encompasses a range of IT services, for the initial term of the agreement, in the following categories:

- A. Software Development and Engineering:
 - Development of the interface between JTI and the new Tyler RMS
 - Oversight of other interface development processes between JTI, Tyler Technologies, Lake County Sheriff’s Office, and Lake County Courts
 - Assist with Tyler and Journal Interface for Criminal E-Filing. Work through the configuration codes and testing and troubleshooting of API’s.
 - Assist in creation of the interface between JTI and Tyler for ECitation (Enforcement Mobile, and/or E-FileIL)
 - Assist in creation of a new or improved Attorney Portal and Village Attorney Portal
 - Development of an interface between JTI and Illinois Attorney Registration and Disciplinary Commission.
 - Development of a portal for the Police Departments to maintain their identifying badge numbers, and officer availability calendars.

- B. System Administration and Infrastructure Management:
 - Continued coordination to resolve identified post go-live obstacles and deliverables, including but not limited to ADR, AOIC Reports, Court reports, monthly reporting to Police Departments, 1099, CTAA reports
 - Continue identifying missing documents and research on the identified 65,000 missing documents to determine whether the documents were on site, off site, or Alfresco-scanned, coordinate migration to the JTI system
 - Coordinate the development of Evidence Migration to JTI

- Development and coordination of JCSQ and JARQ migration, including SOW review as set forth below
- Development of or re-working of Business Processes, including but not limited to electronic warrant sharing, remand/release
- Development and Coordination of Civil Remand and Release with the Lake County Sheriff, include SOW review as set forth below
- Continue to address post go-live statistical reporting issues in eDefender and anomalies in converted data from legacy systems
- Continue addressing post go-live statistical reporting issues in eCourt and anomalies in converted data from legacy systems, including judicial assignments, court calendars, reports, probation-eCourt portal, e2e interfaces with eCourt, and private-bar portal

C. Project Management and Consulting:

- Facilitating communications between the County and vendor concerning all outstanding as well as newly identified issues
- Reviewing and facilitating execution of statements of work from vendor for ongoing implementation issues
- Assist Lake County in drafting, negotiating costs and facilitating execution of any new SOWs with JTI
- Participating in four standing weekly teleconferences, plus one biweekly teleconference, as well as additional calls as requested
- Audit the deliverables that were included in the JTI Master Services Agreement and Amendments 1-5 to determine if the items are completed or remain outstanding. Review SOW's to determine if the work included therein is covered under prior MSA or Amendment or is new scope
- Advocate on behalf of Lake County for continued use of JTI resources from implementation team. Ensure project remains in implementation phase until deliverables are functionally complete
- Ensure each LCJA is covered when the project moves to support phase including implementation of issue documentation and clear communication of resolution expectations
- Document issues and tasks in a shared format accessible to all stakeholders.
- Assistance in with obtaining a third-party vendor for texting services and implementation with JTI
- Ensure implementation of planned (and in-scope) conflict/contract attorney portal via eDefender

D. Additional Services:

- Other tasks that the County and Consultant identify shall require a signed addendum detailing the additional scope of work. The work will be performed at the same fee schedule listed in Section 4. Agreement Price.

Exhibit B – Professional Labor Category

Descriptions for rate table included in Section 4. Agreement Price

Labor Category Title: Senior Program Manager

Functional Responsibility:

Duties include but are not limited to-

- Manage large-programs requiring the assignment and tracking of schedules, issues, and resources. Provides guidance to senior project managers.
- Provides senior level project management of individual or major tasks.
- Directs the planning of projects, evaluates projects for state-of-the-art techniques, quality assurance and quality control.
- Oversees the planning, direction and coordination of project effort.
- Leads senior staff and clients with strategic budgeting, planning and scheduling.

Minimum/General Experience: Greater than ten years' experience in technology and/or telecommunications program management

Minimum Education: Bachelor's Degree (4 year) or Project Management Professional Certification.

Labor Category Title: Senior Project Manager

Functional Responsibility:

Duties include but are not limited to-

- Manage large- scale projects requiring the tracking of schedules, issues, and resources. Provides guidance to fellow project managers.
- Provides senior level project management of individual or major tasks.
- Directs the planning of projects, evaluates projects for state-of-the- art techniques, quality assurance and quality control.
- Oversees the planning, direction and coordination of work activity.

Minimum/General Experience: Greater than five years' experience in technology and/or telecommunications project management.

Minimum Education: Bachelor's Degree (4 year) or Project Management Professional or industry related certification.

Labor Category Title: Sr. Consultant

Functional Responsibility:

Duties include but are not limited to-

- Provide expert guidance and input to all project related matters
- Provide senior level support to the project manager and client for all project related major tasks

Minimum/General Experience: Greater than fifteen years' experience in technology and operations.

Minimum Education: Bachelor's Degree (4 year).

Labor Category Title: Consultant

Functional Responsibility:

Duties include but are not limited to-

- Provide guidance and input to all project related matters

- Provide support to the project manager and client for all project related tasks

Minimum/General Experience: Greater than five years' experience in technology and operations.

Minimum Education: Bachelor's Degree (4 year) or industry related certification or equivalent experience in field.

Labor Category Title: Senior Technology Specialist

Functional Responsibility:

Duties include but are not limited to-

- Lead the application of engineering, consulting, design, define client goals and design solutions on behalf of client.
- Recommend alternatives to client.

Minimum/General Experience: Ten plus years' experience in systems assessment, design, procurement or implementation in the telecommunications or technical field, industry, and market being serviced. Related certifications and training documentation. Membership and participation in related affiliations and organizations is preferred.

Minimum Education: Bachelor's Degree (4-yr) or equivalent academic and experience in field.

Labor Category Title: Project Manager

Functional Responsibility:

Duties include but are not limited to-

- Manage projects requiring the tracking of schedules, issues, and resources. Provides guidance to fellow project managers.
- Provides project management of individual or major tasks.
- Directs the planning of projects, evaluates projects for state-of-the-art techniques, quality assurance and quality control.
- Oversees the planning, direction and coordination of work activity.

Minimum/General Experience: Greater than five years' experience in technology and/or telecommunications project management.

Minimum Education: Bachelor's Degree (4 year) or Project Management Professional or industry related certification or equivalent experience in field.

Labor Category Title: Support Specialist I

Functional Responsibility:

Duties include but are not limited to-

- Provide technical support services for clients, assist project managers with specific assigned project tasks

Minimum/General Experience: Minimum of one to three years' experience in technical or telecommunications field, industry, and market being serviced. Related certifications and training documentation.

Minimum Education: Associate Degree (2 year), trade related certifications or equivalent experience in field.

Exhibit C - Key Employees

Brad Smith

Client Services Director, Justice and Courts, Mission Critical Partners

Brad is a results-oriented leader with experience in strategic planning, business development, program management, electronic filing (e-filing), business analysis, business intelligence, and management consulting. He possesses a diverse background in managing complex projects with strategically critical responsibilities. He has successfully launched eBench solutions in New Orleans, Louisiana, and some of Illinois and Texas's largest counties. As an expert presenter, negotiator and businessperson, Brad has built solid relationships with strategic partners and consensus across multiple organizational levels.

Representative Experience

Court Technology Solutions Experience

- Director of Court Solutions—Developed and maintained high-level relationships with court and law enforcement personnel; served as primary contact to the IJIS Institute Courts Advisory Committee, Judicial Tools Workgroup for the Joint Technology Committee and the National Center for State Courts Education Advisory Committee
- National Program Manager for e-filing managed service solution for courts—
 - Served as e-filing program manager for the Superior Court of District of Columbia and 17th Judicial Circuit of Florida, Broward County
 - Managed e-filing service providers (EFSPs) in jurisdictions that implemented court e-filing
 - Built and sustained relationships with judges, clerks of courts, law firms and EFSP personnel, as well as staff associated with CMSs and document management systems, for the successful implementation and use of e-filing
- Business Development Manager—Managed a ten-state territory consisting of state and local courts, government and law enforcement agencies; remained in contact with existing customers to ensure overall satisfaction within the territory
- Region Director of Court Development—
 - Managed a six-state territory of state and local courts to achieve market share in e-filing in the United States rapidly
 - Coordinated with internal product, marketing, and technology organizations to drive successful implementation of court development sales plans
 - Developed and maintained client relationships for successful product development, implementation and use of e-filing
- National Courts Operations Manager—Managed a 50-state sales and marketing program to preserve and grow revenue from the state and local courts market; served as the primary spokesperson for the state and local courts market segment

Justice and Government Solutions Experience

- Senior Justice Consultant—Worked cooperatively with the sales and marketing team to drive new business in the justice and government market; coordinated with the product development team to identify potential justice solutions for the state and local market
- Government Marketing Programs Manager—Identified customer information and technology needs in the government market; integrated competitive analysis and established an annual marketing plan with measurable goals



Industry Experience

35 years

Education

B.A., Economics, Indiana University Bloomington

Scott A. Neal, ENP

Sr. 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) where he served 25 years in the field up through the rank of Captain and spent his final three years 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
 - Michigan
 - Missouri
 - New Hampshire
 - New Jersey
 - 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
- 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
- Northumberland County, PA—Radio system upgrade
 - Implementation oversight of a countywide P25, trunked VHF radio network
- 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
- Washington County, PA—Radio system assessment and RFP development



Industry Experience

37 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)

Scott Amore

Senior Project Manager – Automated Systems, Mission Critical Partners

Scott is an accomplished project manager with extensive experience in complex modifications and maintenance including hardware and software integration, customer relations, supplier management, cross-discipline communication and coordination. He is adept in leadership roles, project planning, risk planning, schedule management, budget control and training. Scott is highly experienced in creating efficient and effective teams that work together in an agile environment to achieve a common goal, deliver high-quality products and provide exceptional customer satisfaction. He is skilled in mitigating project risks and developing processes to reduce project costs without compromising quality.

Representative Experience

Project Management Specialist/Program Planner Experience

- Assigned to integrated program planning and led integrated planning efforts for all new programs
- Coordinated with team members for risk, issue, opportunity identification, tracking, and status
- Handled planning, execution and monitoring of integrated touch screen hardware and software installations
- Conducted cross-functional planning workshops and developed required artifacts for Enterprise Standard Gated Process
- Assigned resources, as directed by management, to engage in program planning discussions and workflows
- Utilized program management best practices to lead the development of executable program plans for high-dollar and high-risk development programs
- Served as primary lead for Air Force One (VC-25A) preplanning and simulations.
 - Served as team leader for program risk, issue, and opportunity development and coordination
 - Conducted VC-25A customer and executive leadership briefings
 - Received special recognition for the Air Force One oxygen remediation issue
- Coordinated with the program manager and program director for customer briefings and presented before Department of Defense (DOD) program managers
- Led meetings for software agile team with hardware integration and board reviews
- Developed and presented data for executive management reviews

Program Manager

- Handled overall project coordination, communication, planning, budget and customer interface
- Managed the project team and coordinated the different disciplines to meet cost and schedule milestones
- Developed and implemented schedule compression strategies to mitigate delays in critical tasks to maintain major milestone dates
- Controlled costs for all departments to achieve a margin goal set by the project sponsor
- Developed and managed customer reporting methods and on-site customer representatives during the project production phase



Industry Experience

24 years

Education

M.A., Project Management, Embry-Riddle Aeronautical University, FL

B.S., Aviation Technology, Embry-Riddle Aeronautical University, FL

Certifications

FAA Commercial Pilots License with single- and multi-engine instrument ratings

FAA Airframe and Powerplant Mechanic license

FCC General Radio Telephone Operator's license

Top Secret Security Clearance

FAA Repairman Certificate, CRS# H51R588Y, and PE5R116N

Jennifer Chipley

Project Manager, Mission Critical Partners

Jennifer is a detail-oriented project manager with exceptional customer service skills. She has experience working and supervising a Level 1 Information Technology Help Desk for the State of Missouri Judiciary, plus experience in the juvenile court system and project management. Jennifer's background includes developing project plans, schedules and Project Assessment Quotations (PAQs); coordinating teams and tasks and monitoring project progress; as well as communicating with all levels within an organization.

Representative Experience

City/County Experience

- Superior Court of California, Los Angeles County
 - Serving as project manager: assisting with planning, organizing and managing resources to execute projects such as data governance, data architecture, case access retention and destruction, data dashboards and digital evidence
 - Developing work plans including deliverables, tasks and start/completion dates
 - Managing project resources, scope, schedule and budget to achieve milestones and meet project objectives
 - Providing briefings and updates on project status to steering committees, judicial officers, management and executives
- Lake County, IL—Court Clerk Digitization Project
 - Assisting with document migration to Lake County's Integrated Case Management System
 - Reviewing initial case type setup for scanning, conducting quality control on scanning, assisting with microfilm/microfiche project and updating project plans

Additional Experience

- Electronic Filing (eFiling) Market Study Analysis Research
 - Compiling information on civil, criminal, family, juvenile and traffic cases from state and county court websites, court statistics projects and the U.S. Census Bureau for all cities and states
 - Uploading compiled data to a Tableau site to be viewed quarterly by vendors
 - Providing information on potential disruptors in the eFiling market
- Senior Project Manager and Project Manager for Missouri Department of Corrections
 - Provided overall direction; coordinated with various teams/vendors; and implemented, executed and completed projects
 - Developed PAQs, project charters, project plans, project schedules and project deliverable acceptance forms as needed
- Information Technology Specialist, Office of Administration (OA)
 - Reviewed project plans, PAQs and RFPs and provided recommendations when necessary; planned and scheduled timelines with functional area managers
 - Documented and communicated necessary project information to project managers and functional areas
- Customer Support Technician Supervisor for Missouri Office of State Courts Administrator
 - Collaborated with a customer relations management project team to compose an integrated program to provide timely, consistent and accurate responses to customers with the use of chat queueing, knowledge base article development and a self-help portal within Cherwell ticketing system
 - Ran statistical reporting monthly for executive staff, presented to staff and distributed as needed



Industry Experience

24 years

Education

M.S., Criminal Justice,
Purdue Global University

B.S., Criminal Justice,
Central Methodist
University, MO