RESOLUTION APPROVING AND AUTHORIZING CHAIRMAN TO SIGN AGREEMENT WITH PSCI FOR CONSULTING SERVICES FOR IMPLEMENTING THE LAW ENFORCEMENT RECORDS MANAGEMENT SOFTWARE

WHEREAS, pursuant to Neb. Rev. Stat. § 23-104(6), the County has the power to do all acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and,

WHEREAS, pursuant to Neb. Rev. Stat. § 23-103, the powers of the County as a body are exercised by the County Board; and,

WHEREAS, the County desires to enter into an agreement with Public Safety Consultants, Inc. (“PSCI”) for consulting services in the implementation of the County’s Law Enforcement Records Management Software, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, entering into such agreement is in the best interests of the citizens of Sarpy County.

NOW, THEREFORE, BE IT RESOLVED that the attached Agreement is hereby approved and the Chairman is authorized to sign it along with any other related documents, the same being approved by the Board.

The above Resolution was approved by a vote of the Sarpy County Board of Commissioners at a public meeting duly held in accordance with applicable law on the _16th_ day of _October_, 2018.

Attest

SEAL

Sarpy County Board Chairman

County Clerk
CONSULTING AGREEMENT

THIS AGREEMENT is made as of October 16th, 2018, between Sarpy County, hereinafter referred to as "Client" and Public Safety Consultants, Inc., hereinafter referred to as "Consultant".

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. Services. Consultant agrees to perform for client the services as described in the Scope of Services section in Exhibit A attached hereto and as executed by Client and Consultant. Such services are hereinafter referred to as "Services." Client agrees that Consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's Services provided for by this contract.

2. Rate of Payment for Services. Client agrees to pay Consultant for Services in accordance with the specific payment schedule contained in the Exhibits attached hereto and executed by both Client and Consultant. Unless otherwise specified in a specific Exhibit, this contract represents a fixed price contract, under which Consultant will charge, and Client will pay for services. Consulting services provided outside the scope of this contract will be billed at a fee of $120.00 per hour plus ordinary and necessary expenses for travel, lodging, rental car, meals, materials, and other such items, as approved by Sarpy County.

3. Invoicing. Client shall pay the amounts agreed to herein, due upon receipt of invoices which shall be sent by Consultant or his representative. Client shall be billed monthly for services provided in the preceding thirty days. Client shall timely pay the amount of such invoices to Consultant or his specific designee.

Confidential Information. Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any nonparty to the Agreement, any confidential information of Such Other Party. Confidential Information is Information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by nonparties of ordinary skill in computer design and programming. Consultant hereby acknowledges that during the performance of this contract, Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the Client's business will be kept confidential by Consultant, except to the extent that such information is required to be divulged to Consultant's clerical or support staff of associates in order to enable Consultant to perform Consultant's contract obligations.

4. Staff. Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be, employed by Client. Client is hereby contracting with Contractor for the Services described in Exhibit A (Scope of Services) and Consultant reserves the right to determine the method, manner and means by which their Services will be performed. Consultant is not required to perform the Services during fixed hourly or daily time and if the Services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of Consultant; subject to the Client's normal business hours and security
requirements. Consultant hereby confirms to the Client that the Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform the Services required hereunder. The Services shall be performed by Consultant, or Consultant's staff, and the Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the Services under this Agreement. Consultant shall not be required to devote Consultant's fulltime nor the fulltime of Consultant's staff to the performance of the Service required hereunder, and it is acknowledged that Consultant has other clients and Consultant offers Services to the general public. The order of sequence in which the work is to be performed shall be under the control of Consultant.

5. **Termination.** Consultant's Services hereunder cannot be terminated or canceled short of completion of the Services agreed upon except for Consultant's failure to perform the contract's specifications as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's Service as set forth in Exhibit A, Consultant shall be obligated to complete the Services to the extent and as provided in Paragraph hereof. The Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from any employee's pay.

6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent right with respect to all materials developed under this contract, and Client is hereby granted a nonexclusive license to use and employ such materials within the Client's business.

7. **Client Representative.** The following individual, John Prince, shall represent Client during the performance of this contract with respect to the Services and deliverables as defined herein and has authority to execute written modifications or additions to this contract.

8. **Residency Verification Clause:** Pursuant to Neb. Rev. Stat. § 4-114 et seq., each party shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

9. **Disputes.**

10. **Savings Clause.** The Agreement shall be interpreted, construed and enforced under the laws of the State of Nebraska. It is understood and agreed by the County and the Consultant hereto that if any part, term, condition, or provision of this Agreement is held to be illegal or in conflict with any law of the State of Nebraska or of the United States, the validity of the remaining parts, terms, conditions, or provisions shall not be affected, and the rights and
obligations of the County and the Consultant shall be construed and enforced as if the Agreement did not contain the particular part, term, condition, or provisions held to be invalid.

11. **Hold Harmless.** The Consultant agrees to hold harmless and indemnify the County, its employees, agents, assignees, and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines, or judgments and all expenses incident thereto, for injuries to persons, for civil rights liability, and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement and proximately caused by the negligent or intentional acts or omissions of the Consultant, its officers, employees, assignees, or agents. Any liability on the part of the County is limited to the extent provided by the Nebraska Political Subdivisions Tort Claims Act and any other applicable provisions of law. The County does not assume liability for the actions of the Consultant.

12. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113, the Parties hereto declare and affirm that no officer, member, or employee of the County, and no member of its governing body, and no other public official of the County who exercises any functions or responsibilities in the review or approval of the undertaking described in this Agreement, or the performing of services pursuant to this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any employee of the County, nor any member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
IN WITNESS WHEREOF, we the contracting parties, by our respective and duly authorized agents, hereto affix our signatures and seals in duplicate this 16th day of October, 2018.

COUNTY OF SARPY, NEBRASKA,
A body Politic and Corporate

(Seal)

ATTEST:

[Signature]
Debra Houghtaling
Sarpy County Clerk

[Signature]
Don Kelly, Chairperson
Sarpy County Board Of Commissioners

Approved as to Form:

[Signature]
Deputy County Attorney

Consultant: _Public Safety Consultants, Inc.

By: [Signature]
Ralph E. Jome, DPA

Title:_President
1 Exhibit A: Scope of Work

PSCI has provided a task breakdown as to how we will approach the management of this project. It will entail working closely with Sarpy County as well as the contractor selected by Sarpy County. Once Sarpy County has selected a contractor, PSCI will work closely with the contractor and the county to develop a fair and equitable contract that will protect the county and insure the timely implementation of the RMS and Mobile Computing system. Once the contractor is on board, PSCI will oversee and coordinate the following tasks:

1. Bi-weekly Meetings and Reports: It is estimated that PSCI will need to prepare a minimum of twelve reports over the course of the project. These reports will describe the progress of the project. They will include the following:
   a. Tasks completed to date.
   b. Upcoming Tasks and who is responsible as well as due dates
   c. Issues to be resolved, who is responsible as well as due dates
   d. Key project deliverables and due dates
   e. Project risks
   f. Miscellaneous task and or issues to be addressed
2. Onsite or telephone meetings with Contractor as needed
3. Component Level Testing: PSCI will review all component level testing, test plans and test procedures. PSCI will oversee testing and document all level 1, 2, and 3, errors. Level 1 errors are those that halt the system, level 2 critical but processing can continue but the system cannot be accepted until they are fixed, and level 3 that are cosmetic in nature but need to be addressed and a date set for the errors to be fixed.
4. PSCI will oversee the final Acceptance testing and document all issues.
5. PSCI will provide a Final Report and presentation to review with public bodies on behalf of Sarpy County.

The following subsections describe PSCI’s approach in greater detail.

1.1 Project Management

Dr. Ioimo will manage and monitor the project by tracking the cost and schedule against the planned activities. Dr. Ioimo will organize the staff and activities and review progress, and with input from the other project team members, develop the monthly status reports. He will delegate the tasks to the staff and coordinate all work performed by PSCI, the County and the Contractor.

As a contributing member on the project, the project manager will also be working on a daily basis on specific project deliverables. Project management duties are collateral to the primary mission.
However, PSCI adheres to the Project Management Institute (PMI)\(^1\) practices and will adhere to the best practices of the Project Management Body of Knowledge (PMBOK) during the execution of his project management responsibilities.

The Project Manager will prepare written status reports with input from the team members. The status report will summarize current activities and accomplishments, plans for the next reporting period, and identify issues and recommended course of action. We will deliver a written report once per month. We will meet bi-weekly with the contractor to discuss the project’s progress.

Dr. Iromo, and selected team members, as appropriate, will review the status of the project with the Sarpy County monthly, or as requested by the County. We will use the written status report as a basis for discussion at the status meetings. The Project Manager will be the primary point of contact for all project activities. The project report will include the following:

a. Tasks completed to date.
b. Upcoming Tasks and who is responsible as well as due dates
c. Issues to be resolved, who is responsible as well as due dates
d. Key project deliverables and due dates
e. Project risks
f. Miscellaneous task and or issues to be addressed

1.2 Selection Process

PSCI will provide Final Contract Negotiation Support, if requested. We will also provide the necessary support with internal political bodies, Board of Commissioners during the Contract award process.

PSCI will work with the selected Contractor to establish a realistic project schedule that is agreed to by all parties. PSCI will use Teamwork Project for project management services to document all tasks, both Contractor’s and Sarpy County’s and track each task and sub tasks progress.

1.3 Onsite meetings required throughout the project

PSCI will conduct onsite and telephone meetings as required. PSCI anticipates a minimum of one onsite or telephone meeting per month throughout the project.

\(^1\) For more information on the PMI, see www.pmi.org.
1.4 Monthly Status Reports

PSCI will prepare a monthly status report and present it to the Sarpy County. We will then conduct a meeting to review the project progress and discuss the important contents and issues presented in the report. PSCI will also meet with the selected contractor on a monthly basis to go over the project’s progress.

1.5 Meetings with Contractor

PSCI will meet with the selected contractor at a minimum of once a month and as might be required throughout the life the project. These meetings would be to discuss the project’s progress and any issues that might need to be resolved.

1.6 Testing

PSCI anticipates two levels of testing, component and system level. PSCI intends to review the contractor’s test plans and test procedures prior to any testing. Once approved PSCI will oversee the testing and document all system levels 1, 2, and 3 errors. PSCI will go over each error with the contractor and Sarpy County and develop a schedule for the correction and retesting of each error.

Upon the successful completion of the final system level test, PSCI will submit a report to Sarpy County with recommendation for final acceptance.

1.7 Final Report

Upon final project completion, PSCI shall develop a comprehensive final report. In this report we will summarize the project, highlight the successes, the areas that require improvement and provide future recommendations. PSCI will also make formal presentations as required by the Cities that comprise the Sarpy County system.
Exhibit B: Pricing

The following is the pricing for the project management consulting services.

<table>
<thead>
<tr>
<th>Payment Milestone</th>
<th>When Invoiced</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Project Initiation</td>
<td>Contract Signing</td>
<td>20% $10,640.00</td>
</tr>
<tr>
<td>2. Software Installation</td>
<td>Completion of software installation and testing</td>
<td>35% $18,620.00</td>
</tr>
<tr>
<td>and Testing</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Training and System</td>
<td>All training and testing completed, System ready</td>
<td>25% $13,300.00</td>
</tr>
<tr>
<td>Go-Live testing</td>
<td>for Go-Live. Level 1 and 2 errors fixed</td>
<td></td>
</tr>
<tr>
<td>4. Interface Testing</td>
<td>All interfaces functioning</td>
<td>15% $7,980.00</td>
</tr>
<tr>
<td>5. Final Report</td>
<td>Final report to Sarpy County</td>
<td>5% $2,660.00</td>
</tr>
<tr>
<td>6. TOTAL PRICE</td>
<td></td>
<td>100% $53,200.00</td>
</tr>
</tbody>
</table>

PSCI anticipates the need to be onsite during milestones 2, 3, and 4. We estimate each trip to cost approximately $1,150.00 totaling $3,450. PSCI only charges for actual travel and per diem expenses and only for the actual number of trips. All other meetings will be conducted through Skype when possible. PSCI anticipates a minimum of bi-monthly meetings to review the project's progress. Any impromptu meetings that might be necessary can also be conducted using Skype.