

Consulting Services Contract
City of Waukesha – DELTAWRX,LLC
Project Name: Public Safety Dispatch Study

This Contract is by and between the City of Waukesha, a Wisconsin municipal corporation, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as the City; and DELTAWRX, LLC, 21700 Oxnard Street, Suite 530, Woodland Hills, California 91367, referred to herein as the Consultant. Together, the City and Consultant are referred to as the Parties.

Recitals

The City requires an analysis of the operations of its public-safety dispatch center, including staffing, infrastructure and financial analysis, and including analysis of the effects of consolidation with the County's dispatch center.

Consultant represents that it has the necessary qualifications to prepare such an analysis, and is willing to contract with the City to do so.

Now, therefore, the City and the Consultant agree and contract as follows:

1. **Scope of Work.** The Consultant shall perform the Work described on Schedule A, according to the terms and conditions of this Contract. Schedule A is incorporated into this Contract by reference.
2. **Standard of Work.** Consultant will perform the Work according to generally-accepted industry practices and standards.
3. **Payment.** The City shall pay to Consultant a total, not-to-exceed Contract Price of Sixty-Seven Thousand Nine Hundred Six Dollars (\$67,906.00) for performance of the Work in compliance with the terms and conditions of this Contract. The Contract Price is all-inclusive of administrative, travel and other associated expenses. Consultant shall invoice the City as Work progresses, monthly. No more than 90% of the Contract Price shall be payable before Consultant's Work is complete and delivered to the City. All invoices shall be payable net 30 days.
4. **Time.** Consultant shall commence the Work as promptly after execution of this Contract as is possible, shall proceed in substantial compliance with the Preliminary Project Schedule in Schedule A, and shall complete the Work no later than May 31, 2016, subject only to delays for circumstances beyond Consultant's control, provided Consultant recommences work promptly in good faith upon the return of normal circumstances.
5. **Ownership of Work Product.** All materials produced in the performance of the Work shall be the sole property of the City, and shall be kept confidential and not disclosed to any third party by Consultant without the prior written permission of the City.
6. **Changes.** This Contract can only be amended by the written, mutual agreement of the Parties. No change to the scope of the Work, or the total amount to be paid to Consultant, shall be effective unless done by the written mutual agreement of the Parties.
7. **Indemnification.** Consultant shall indemnify and hold the City harmless from any and all third-party claims, demands, causes of action, lawsuits, judgments, penalties, and other liabilities of any kind arising out of, or connected in any way with, Consultant's performance of the Work, including court costs and actual attorney fees.
8. **Insurance.** Consultant shall maintain insurance of the following kinds and for not less than the following limits, at Consultant's sole expense, at all times during the performance of the Work. Policies shall be occurrence, and not claims-made, policies. Consultant shall obtain an endorsement making the City an additional insured and loss payee, and Consultant's insurance shall be primary, not excess, and non-contributory. All policies

shall be from insurers licensed to issue such policies in Wisconsin. Upon the execution of this Contract, Consultant shall deliver a certificate of insurance to City showing that all requirements of this section are met.

- a. Commercial general liability, including products-completed operations, \$1,000,000 per occurrence, \$2,000,000 aggregate per project.
 - b. Automobile liability, \$1,000,000 bodily injury, \$1,000,000 property damage.
 - c. Umbrella, \$1,000,000.
 - d. Professional liability-errors and omissions, \$2,000,000, with extended-reporting period endorsement.
9. **Record Keeping.** Consultant shall keep all documents and records generated in the performance of the Work for no less than 7 years after completion of the Work, and shall make them available to the City at the City's request. Consultant acknowledges that such documents and records may be subject to Wisconsin's Open Records Law.
10. **Cooperation by City.** The City shall cooperate with the Consultant in the performance of the Work, and shall respond timely to all reasonable requests for information and access.
11. **Parties Are Independent Contractors.** Nothing in this Contract shall be construed to create any relationship between the Parties other than independent contractors. Unless specifically provided in this Contract, the Parties are not agents for one another, have no authority to bind the other to contracts, and have no vicarious liability for the other's acts or omissions.
12. **Governmental Immunities and Notice Requirement Preserved.** Nothing in this Contract shall be construed to be a waiver or modification of the governmental immunities or notice requirements imposed by Wis. Stats. §893.80 or any other law.
13. **Permits and Licenses.** Consultant shall be responsible, at Consultant's expense, for obtaining all permits and licenses required for the performance of the Work.
14. **Assignment Prohibited.** This Contract, and the Consultant's responsibility to perform the Work under this Contract, may not be assigned by the Consultant without the City's written consent.
15. **Notices.** All notices required by this Contract, and all other communications between the Parties, shall be addressed as follows:
- To the City: Attention City Administrator
 City of Waukesha
 201 Delafield Street
 Waukesha WI 53188
- To Consultant: Attention Brian Hudson
 DELTAWRX, LLC
 21700 Oxnard Street
 Suite 530
 Woodland Hills, California 91367
16. **Corporate Authorization.** The individuals executing this Contract on behalf of the Consultant warrant and represent that they are duly authorized to bind the Consultant to this Contract. Consultant warrants and represents that the execution of this Contract is not prohibited by the Consultant's articles of incorporation, by-laws, operating agreement, or other internal operating orders, or by any applicable law, regulation or court order. Consultant shall provide proof upon request.

17. **Assistance of Counsel, Voluntary Contract.** The Consultant acknowledges that it has either had the assistance of legal counsel in the negotiation, review and execution of this Contract, or has voluntarily waived the opportunity to do so; that it has read and understood each of this Contract's terms, conditions and provisions, and their effects; and that it has executed this Contract freely and not under conditions of duress.
18. **Adequacy of Consideration.** The Parties acknowledge that the consideration expressed in this Contract is adequate and sufficient to make the obligations contained in this Contract binding upon the Parties.
19. **Costs of Enforcement.** The Parties agree that in the event legal action is necessary to enforce any term or condition of this Contract, then the breaching Party will pay the non-breaching Party's costs incurred in such legal action, including actual attorney fees. If a judgment is taken, then costs of enforcement will be added to the judgment.
20. **Severability.** If any term of this Contract is held unenforceable by a court having jurisdiction, then to the extent the unenforceable term can be severed from the remainder of this Contract without affecting the enforceability of the remainder of this Contract or substantially frustrating its purpose, it will be so severed, and the remainder of this Contract will remain in effect and enforceable.
21. **Survival and Parties Bound.** Unless specifically limited in this Contract, any term, condition or provision of this Contract will survive the execution of this Contract or any stated time periods, to the extent necessary for their performance. This Contract is binding upon, and inures to the benefit of, the Parties' successors, assigns, heirs, executors, trustees and personal representatives.
22. **Governing Law and Jurisdiction.** This Contract will be construed and enforced according to the laws of Wisconsin. If a lawsuit arises out of this Contract, it shall be filed in the state Circuit Court for Waukesha County, Wisconsin. The Parties consent to personal and subject-matter jurisdiction in Wisconsin, and waive all jurisdictional defenses.
23. **Integration.** This Contract constitutes the entire agreement of the Parties. All other agreements and understandings of the parties with respect to the subject matter expressed in this Contract are unenforceable.

City of Waukesha

 By Shawn N. Reilly, Mayor
 Date: _____

 Attested by Gina L. Kozlik, City Clerk
 Date: _____

To certify that funds are provided for payment:

 Richard L. Abbott, Director of Finance
 Date: _____

DELTAWRX, LLC



 By Brian Hudson, Partner and Authorized Agent
 Date: 12-17-15

Schedule A
Scope of Work

Task 1 - Hold Project Planning Meeting – To initiate the project, DELTAWRX will facilitate a meeting to finalize the work plan and project schedule, review project expectations and deliverables, develop a project communications plan, including regular progress reports to project stakeholders, and discuss constraints and risks that could affect project outcomes. During this meeting, we will review our understanding of the existing communications environment and confirm that we have a complete list of all City and County stakeholders, involved agencies and other affected entities DELTAWRX should interview.

Task 2 - Gather Data for Analysis – DELTAWRX will review background material, distribute surveys, conduct interviews and observe operations to gather data for subsequent analysis. Although the majority of data collection occurs at the beginning of the project, data collection can also be an on-going task. To accomplish this task, DELTAWRX will:

- **Review Background Material** – DELTAWRX will review any documentation that provides background information or context for the Public Safety Dispatch Study, as well as information regarding the operations and the nature of operating relationships between the participating agencies. Examples of items we would like to review, should they exist, include previous consolidation studies and presentations, annual reports, historical run data, organizational charts, interagency agreements and other governance documents, Phoenix, Intergraph and other technology vendor contracts, and training procedures. We would also like to review any existing information the City or County may have about the 20-year growth predictions.
- **Collect Data on Infrastructure and Operations** – DELTAWRX will provide a list of the data we need to conduct our analysis, as well as a survey to collect information on the communications technology, equipment, and infrastructure. Examples of data we need include call volumes, call for service levels, capital and operating budgets, salary and benefit structures, agency size and staffing statistics. We will work with the respective points of contact to determine the best way to collect the requested information.
- **Conduct Interviews** – DELTAWRX will work with the Project Team to identify a comprehensive list of stakeholders to interview. We expect that the list will include representatives and subject matter experts from the CWCC, Waukesha Police Department, Waukesha Fire Department, WCC, and potentially City and County management representatives and external stakeholders. Interview questions will depend on the group we are interviewing, and will include topics on operations, technology, governance, human resource practices and current financial arrangements.
- **Observe Operations** – To augment our understanding of the current communications environment, DELTAWRX will observe operations at the CWCC and WCC.

Task 3 - Document Existing Environment – To provide a basis for subsequent analysis, DELTAWRX will benchmark the existing communications environment. While we have found that the importance and prevalence of key factors varies from study to study, examples of specific factors we expect to document are:

- CWCC and WCC operations, focusing on
 - Call loads, incoming call volumes and call for service volumes at the participating agencies
 - Call handling methods, non-emergency call processing
 - Standard operating procedures, policies and service levels
 - Non-communications tasks performed by communications staff
- Current staffing levels at the CWCC and WCC, including both authorized positions and filled positions

- ECC human resource practices, focusing on elements that will assist with generating an accurate staffing model and financial model
 - Supervision and management structures
 - Training and quality assurance practices
 - Salary, vacation, seniority, retirement plans and benefit structures
- Technology and infrastructure, including equipment, hardware and software
- Support and maintenance, specifically pertaining to the CAD, RMS and radio systems
- Facilities in use
- Governance factors, including state statutes, governing boards, and other legal considerations
- Financial factors, focusing on
 - Annual CWCC and WCC operating budget
 - Budget history
- Individual and group stakeholders and a qualitative assessment of these stakeholders' perspectives on consolidation

Task 4 - Project Call Volume and Workload – Based on the information collected, DELTAWRX will project the call volume and workload of WCC, should consolidation occur. In addition to considering historic emergency calls, non-emergency call calls, administrative calls, events and radio traffic levels, our model will take into account future population trends, changes to public safety radio traffic and other predictions that could impact call volume and workload.

Task 5 - Conduct Staffing Analysis – DELTAWRX has developed an approach to projecting staffing needs, and we will use this approach to identify the optimum operational WCC staffing levels in both the current environment and with the addition of CWCC. The approach takes into account known industry standards, the projected call volumes and workloads by hour of day, service levels, scheduling, relief factors, staffing ratios, radio talk channels, radio channel discipline and radio traffic volume.

Task 6 - Identify Changes in Infrastructure and Technology – DELTAWRX will identify changes in the communications infrastructure and technology that will be necessary to accommodate the transfer of dispatch services from CWCC to WCC and comply with required public safety dispatch standards including CALEA, NENA, NCIC, UCR, MABAS and NFPA. The communications infrastructure includes, but is not limited to, dispatching and records management application software and supporting hardware and equipment, interfaces to internal, local, state and federal systems and databases, current and legacy radio system and equipment, telephone system (including NG911) and customer premise equipment, logging recorders, network connections, emergency notification system and any new technology and backup equipment requirements. We will also identify the primary and backup facility options available and analyze each option's ability to meet current and future operational needs based on 20-year growth projections.

Task 7 - Conduct Financial Analysis – DELTAWRX will conduct an analysis to compare the financial impact of CWCC/WCC consolidation with the status quo. To determine the financial impact of consolidation, DELTAWRX will need to make assumptions regarding future operations. We will work with the Project Team to validate and refine the assumptions, which will cover projected call volumes, staffing configurations, salary and benefit structure, technology usage, future growth and transition efforts.

The cost estimates will include all initial startup costs, including one-time capital expenditures (e.g., additional CAD/RMS workstation licenses, radio requirements, related technology and equipment) and transition costs (e.g., training, professional service fees for interface development and CAD configuration changes). In addition, we will identify ongoing annual operating costs (e.g., administrative, human resource-related, maintenance, dispatch and non-dispatch personnel, and technology). Our analysis will provide a clear comparison of current and post-consolidation personnel, technology and maintenance costs, among other line item, and will identify any cost savings that may be available over a ten-year time horizon.

Task 8 - Prepare Final Report and Presentation – We will compile all of our findings and conclusions from the previous tasks in a comprehensive final report. The final report will include, at a minimum, documentation of the current environment, changes in infrastructure and technology required to support consolidation, findings from the staffing and financial analyses and recommendations. We will deliver our final report in draft format for feedback from the Project Team, prior to finalizing the deliverable. In addition, we would be pleased to provide on-site presentations of our findings to project stakeholders, including City Management and relevant committees and in public forums.

Preliminary Project Schedule

The project schedule in Figure 2 assumes a project start date of January 12, 2016. DELTAWRX has built time into the project schedule to accommodate known holidays and natural project lag times, but has not built time into the schedule to accommodate delays on the part of City, County or other stakeholder resources. As an initial task, DELTAWRX will review and finalize the project schedule with the City's Project Manager.

Task #	Task	Estimated Start Date	Estimated Completion Date	Estimated Hours
1	Hold Project Planning Meeting	1/12/16	1/12/16	4
2	Gather Data for Analysis	1/24/16	2/4/16	60
3	Document Existing Environment	2/7/16	2/25/16	34
4	Project Call Volume and Workload	2/28/16	3/2/16	18
5	Conduct Staffing Analysis	3/5/16	3/16/16	24
6	Identify Changes in Infrastructure and Technology	3/19/16	3/30/16	28
7	Conduct Financial Analysis	4/2/16	4/13/16	40
8	Prepare Final Report and Presentation	4/23/16	5/31/16	72