

BUDGET CHANGE FORM

Type of Change	From		To	
	Account	Amount	Account	Amount
Check one:				
<input checked="" type="checkbox"/> Budget Appropriation	261-3577	\$ 101,600	261-713-4923	\$ 84,000
<input type="checkbox"/> Budget Transfer			261-713-4241	17,600

Explain the reason for the budget change:

Background:

The City of Milpitas' 9-1-1 Communications Center is responsible for dispatching Milpitas police and fire units to incidents within the City of Milpitas. The Milpitas 9-1-1 center receives emergency calls for emergency and non-emergency incidents that occur in other jurisdictions and other jurisdictions can receive emergency and non-emergency calls regarding incidents occurring within the City of Milpitas. Calls received for incidents in other jurisdictions delay dispatch times and response times.

The Silicon Valley Interoperability Authority (SVRIA) has been tasked with creating a data exchange hub that will interface 9-1-1 CAD systems to reduce call-taking and dispatch times, which will reduce incident response times. The data exchange will allow the electronic transfer of information to minimize the redundancy in the collection of information during call-taking.

The City of San Jose, CAL Fire, and the County of Santa Clara will be participating in this data exchange project. The project is being funded through an Urban Area Security Initiative (UASI) grant and funds through the County of Santa Clara. The cost for the CAD software purchase is \$101,600 and the County of Santa Clara, on behalf of the SVRIA, will reimburse the entire expense. There is no requirement for matching funds.

Fiscal Impact: None. The County of Santa Clara will reimburse the City of Milpitas the software purchase in the amount of \$101,600.

Recommendation:

1. Accept the Silicon Valley Regional Interoperability Authority (SVRIA) Grant in the amount of \$101,600
2. Approve an appropriation in the amount of \$101,600 into the Police Department's operating budget.

Check if City Council Approval required. Meeting Date: June 4, 2013

Requested by:	Armando Corpuz, Police Department	Date: May 22, 2013
Reviewed by:	Finance Director: <i>Mr C Kal</i>	Date: <i>6/3/13</i>
Approved by:	City Manager:	Date:
Date approved by City Council, if required:		Confirmed by:

City of Milpitas
Police and Fire Dispatch SVRIA-DX CAD-to-CAD Interface
Service Level Agreement

A. Overview

This Service Level Agreement (SLA or Agreement) is between the City of Milpitas representing the Police and Fire Dispatch Center (Milpitas) and the County of Santa Clara (County), on behalf of the Silicon Valley Regional Interoperability Authority (SVRIA).

The interface between the Milpitas Police and Fire Dispatch Computer Aided Dispatch (CAD) system and the Silicon Valley Regional Interoperability Authority Data Exchange (SVRIA-DX) system should significantly reduce duplication of effort and improve dispatching accuracy, situational awareness during an emergency response, and timeliness for managing multi-jurisdictional and/or multi-discipline incidents/events that require a field resource response managed from within your own CAD system and one or more other Public Safety Answering Point's (PSAP) CAD system linked through the SVRIA-DX system. This project is primarily funded through Urban Area Security Initiative (UASI) grant and County general funds.

While all Parties agree to the importance and added benefits this project will provide local agencies upon completion, it is also understood that the SVRIA-DX CAD-to CAD interface project is not a "Mission Critical" system at this time and therefore may not be the primary focus of a PSAP when measured against other emerging issues and/or competing priorities. As such, each PSAP manager is being asked to make every effort possible to devote the necessary resources to the SVRIA-DX CAD-to-CAD Interface project, both during implementation and on-going to help maximize the success of this new regional operational tool. Nothing in this agreement will warrant or allow any legal or other action to be taken by one party against the other for a perceived violation of this agreement. This agreement is entered into solely to establish a working relationship, clarify roles, fiscal responsibilities, and to provide a "best case" model.

Under this SLA, both parties should do all they can to meet their responsibilities in order to attain the level of service necessary to meet the technical support response times outlined in this document.

The Milpitas Police and Fire Dispatch Center and other participating Dispatch Centers and/or their respective CAD vendors will do all they can to provide the following services in order to maintain a viable SVRIA-DX CAD-to-CAD interface:

1. PSAP CAD Application and Server Support
2. PSAP CAD System Outbound Message Routing and Translation Application and System Support to the SVRIA-DX CAD-to-CAD System
3. PSAP CAD System Inbound Message Routing and Translation Application and System Support from the SVRIA-DX CAD-to-CAD System
4. PSAP CAD to SVRIA Network Time Synchronization
5. Network and Firewall Configuration and Troubleshooting Support
6. Business Process Analysis for PSAP Standard Operating Procedure and Mutual/Auto Aid Plan Changes
7. Business and Technical Testing Support

B. Term of Agreement

This SLA between the City of Milpitas, representing their Police and Fire Dispatch Center, and the County will become effective upon the date of the last signatory. This Agreement will automatically renew on July 1 of each year unless one of the parties submits an “intent to change” notice at least 30 days prior to the pending renewal date or any 30 days prior to any “intent to change.”

C. Points of Contact

Milpitas Police and Fire Dispatch Center

Name: Armando Corpuz
Title: Technical Services Commander
Champion
Phone: 1-408-586-2534
Email: acorpuz@ci.milpitas.ca.gov

County SVRIA-DX Project Team

Name: Eric Tingom
Title: Project Manager
Phone: 1-408-918-1932
Email: eric.tingom@isd.sccgov.org

CAD Technical Contact

Name: Mike Luu
Title: Operations Manager -Interim IS
Director
Phone: 408-586-2706
Email: mluu@ci.milpitas.ca.gov

County ISD - SVRIA-DX Technical Contact

Name: Greg O’Bergin
Title: Senior Programmer
Phone: 1-408-977-3240
Email: greg.o’bergin@911.sccgov.org

CAD Vendor Contact

Name: Kenneth Schulte
Title: Client Account Manager
Phone: (720) 379-3900
Email: ken.schulte@tritech.com

Thinkstream SVRIA-DX Technical Contact

Name: Matt Feldman
Title: Senior Software Engineer
Phone: 1-503-968-1656 Ext 230
Email: mfeldman@thinkstream.com

D. Milpitas Police and Fire Dispatch Center and County of Santa Clara Responsibilities:

SVRIA-DX CAD Support: The PSAP should have a support contract in place with their CAD vendor for the CAD interface to the SVRIA-DX CAD-to-CAD message routing and translation system.

Systems Analysis: Both Parties are responsible for providing a CAD specialist or systems analyst who has expertise with their local CAD implementation and operation to assist with configuring interface data tables and diagnosing problems with the SVRIA-DX CAD-to-CAD interface.

Testing Support: Both Parties are responsible for providing qualified personnel to participate in the testing and problem resolution effort that takes place before the SVRIA-DX CAD-to-CAD interface goes into live operation.

Initial Support Request: If the SVRIA-DX CAD-to-CAD interface is not functioning, the Milpitas Police and Fire Dispatch Center’s command center is responsible for contacting their Information Technology Services (ITS), and the County of Santa Clara Communications Center, whom on behalf of SVRIA is responsible for contacting its technical support provider. The technical support provider will respond to the County’s request for service based on the conditions in the County of Santa Clara’s support contract with the technical support provider.

Business Continuation: The SVRIA-DX Core and distributed network has diagnostic capabilities that automatically monitor system hardware and data transport status, which should alarm during systems failures and notify impacted Parties. If the Milpitas Police and Fire Dispatch Center or the County of Santa Clara or any other participating PSAP discovers its CAD cannot send incident/event and/or resource status update data to, or receive incident/event and/or resource status data updates from the SVRIA-DX Core, the discovering entity will attempt to notify the other involved Dispatch command center(s). Consistent with current operations, during system outages, impacted PSAPs will employ manual backup procedures (such as using the telephone, radio, email or other approved method) to relay incident/event information only on active incidents that directly impact or require assistance from another Agency's PSAPs and, if relevant to an active incident/event, resource status data information.

Initial System Checkout: Each Party's technical support provider is responsible for verifying that messages are flowing between its CAD interface and the SVRIA-DX CAD-to-CAD message routing and translation system before contacting the other Party or Parties.

Technical Support Service Level: All Parties shall strive to acknowledge and respond to a request for service within a reasonable amount of time in an attempt to resolve the issue. All Parties will attempt to resolve critical issues as soon as possible. An issue will be considered critical if the CAD system cannot exchange incident/event information with the SVRIA-DX Core. Until critical issues are resolved and the exchange becomes operational, affected parties shall attempt to implement business continuation practices (as discussed above) until the issues have been resolved and the SVRIA-DX system is operational.

Troubleshooting Coordination: The Milpitas Police and Fire Dispatch Center's ITS CAD support analyst and the County of Santa Clara's SVRIA-DX technical support contactor are responsible for coordinating troubleshooting efforts that involve Milpitas Police and Fire Dispatch Center, the County of Santa Clara, other participating SVRIA agencies, and/or other Counties and their respective CAD vendors.

Technical Resources: Parties are responsible for providing qualified personnel such as a CAD/SVRIA-DX application specialist, networking engineer, or technical support provider as needed to participate in troubleshooting evolutions.

Monetary Compensation: With the exception of initially purchased CAD vendor interface application, product warranty, and technical support services purchased through this project and reimbursed through grant funds, each party will bear all of its own costs and expenses in connection with this Agreement, including participation in project workgroups, application and/or SVRIA-DX system testing, and ongoing CAD vendor maintenance and technical support services (see Appendix A – Vendor Quotation for Software and Services, attached).

The CAD system interface, warranty and vendor support services negotiated by the Milpitas Police and Fire Dispatch Center and County for this regional project, will be purchased by the City of Milpitas. Upon payment of vendor invoices, the City will then submit invoice copies and other reasonable supporting documents to the County for reimbursement through project grant funds and County will reimburse City of Milpitas for these costs within 30 days. County represents that it is in possession of sufficient project grant funds to meet this reimbursement obligation. All identified ongoing vendor interface maintenance and support costs associated with the Milpitas Police and Fire Dispatcher Center's CAD system identified during the aforementioned CAD vendor negotiations will be the responsibility of the City of Milpitas Police and Fire Dispatch Center.

E. SVRIA-DX CAD-to-CAD Interface Certification Process

Prior to starting live operations, Parties must complete a thorough interface certification testing process and mutually agree that the interface is ready for live operations. The certification process must follow an established test procedure jointly developed by the Parties, and the procedure must verify correct and reliable operation of all interface functions including detection and reporting of error conditions.

Each Party must conduct parallel testing of the SVRIA-DX CAD-to-CAD interface with a proven method for sending information to the SVRIA-DX Core. The parallel testing period must be at least thirty (30) contiguous days and can be restarted at any time during the test period with the mutual agreement of the Parties.

The Parties must develop a procedure for detecting when an incident/event and resource status was not delivered to the other CAD system and when warranted, for using an alternate method to send incident/ event and related resource status information when more than one agency is affected. The detection and alternate method of operation procedures must be validated during parallel operations.

F. Waiver

It is mutually agreed that the Parties to this Agreement shall assume sole responsibility for any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages proximately caused by the performance of this Agreement by that party, or any acts or omissions of that party, its agents, officers, employees, or anyone rendering services on their behalf. Each party agrees to indemnify, defend, and hold harmless the other party and its agents, officers, attorneys, employees, officials and volunteers, to the fullest extent permitted by law, from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages proximately caused solely by that party's performance of this Agreement or the sole negligence or willful misconduct of that party, its agents, officers, employees, or anyone rendering services on their behalf. This provision is intended to allocate all responsibility between the parties as to matters covered by this paragraph; and no other right of indemnity or contribution, whether in law or equity, shall exist between the parties for matters subject to this paragraph. This provision shall survive the termination of this Agreement.

G. Miscellaneous

This Agreement cannot be amended, altered, modified, waived or superseded, in whole or in part, except by a written agreement so stating which is signed by all parties to this Agreement. No delay or omissions on the part of any party to this Agreement shall operate as a waiver of any such right or any other right. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

This Agreement is not assignable without the written approval of both parties.

This Agreement shall inure to the benefit of and be binding on each party, as well as its respective successors.

IN WITNESS OF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representative and shall be effective as of the date set forth by the last signatory below.

Signed:

COUNTY OF SANTA CLARA ^{*1}

CITY OF MILPITAS

By: _____
Bert Hildebrand, or Designee
County Communications Director

By: _____
Name, or Designee
(Title of Authorized Signatory)

Date: _____

Date: _____

By: _____
Joyce Wing, or Designee
County Chief Information Officer

By: _____
PSAP Manager, or Designee
(Title)

Date: _____

Date: _____

By: _____
Emily Harrison, or Designee
Deputy County Executive

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____
Donald Larkin
Deputy County Counsel

By: _____
Name, or Designee
(title)

*1 County of Santa Clara is the authorized Project Manager and Fiscal Agent for the SVRIA-DX (CAD-to-CAD/CROP Data Exchange) Project, which is being completed on behalf of the SVRIA.

County of Santa Clara

Office of the County Executive

Communications Department
2700 Carol Drive
San Jose, California 95125-2032
(408) 977-3200 FAX (408) 279-2666



April 12, 2013

Milpitas Police Department
c/o: A.J. Minton
1275 North Milpitas Boulevard
Milpitas, CA 95035

Subject: Silicon Valley Regional Interoperability Data Exchange (SVRIA-DX) Project

The SVRIA-DX (CAD-to-CAD Data Exchange/Common Regional Operating Picture) project is a south bay regional interoperable data sharing effort focused on improving information exchanges and situational awareness between public safety agencies operating within Santa Clara County, and includes CALFIRE and Santa Cruz Regional 9-1-1 (JPA) centers. This project is primarily funded through Urban Area Security Initiative (UASI) grant and County of Santa Clara general funds.

As previously discussed and detailed specifically within the proposed Service Level Agreement (SLA or Agreement) between the City of Milpitas, representing the Police and Fire Dispatch Center (Milpitas), and the County of Santa Clara (County), on behalf of the Silicon Valley Regional Interoperability Authority (SVRIA), the County has agreed to reimburse the City of Milpitas for the initial purchase of TRITECH Software Systems new CAD interface application, product 1st year warranty, and technical support services needed to establish dynamic two-way data sharing created through the SVRIA-DX project for the initial first-year period in a total amount currently quoted at \$101,600 (see attached quotation).

Once the City of Milpitas has purchased and paid for the above goods and services, they will submit an invoice to the County (c/o Bert Hildebrand) for reimbursement along with supporting procurement and payment records. The County will process reimbursement (e-transfer or check) to the City of Milpitas within 30 days.

With the exception of the initially purchased CAD vendor interface application, product warranty, and technical support services purchased by the City of Milpitas for this project and fully reimbursed through grant funds by the County, each party will bear all of its own costs and expenses in connection with the SLA, including participation in project workgroups, application and/or SVRIA-DX system testing, and ongoing CAD vendor maintenance and technical support services.

The addition of the TRITECH CAD interface between the Milpitas Police and Fire Dispatch Computer Aided Dispatch (CAD) system and the SVRIA-DX system should significantly reduce duplication of effort and improve dispatching accuracy, situational awareness during an emergency response, and timeliness for managing multi-jurisdictional and/or multi-discipline incidents/events that require a

field resource response managed from within your own CAD system and one or more other Public Safety Answering Point's (PSAP) CAD system linked through the SVRIA-DX system.

Please let me know if you have any questions concerning this project.

Sincerely,

A handwritten signature in blue ink, reading "Bert Hildebrand". The signature is fluid and cursive, with a large loop at the end of the last name.

Bert Hildebrand, Director



Proposal/Sales Quotation

Quotation # **2790KS-04** Quotation Date: **01.11.13**

General & Client Information

Client Name:	Milpitas PD	Bill to:
System Description:	Advanced CAD to CAD Interface w/ Thinkstream	
Sales Order #	TBD	City of Milpitas
Client Purchase Order #		1265 N. Milpitas
Client Purchase Order Date		Milpitas, CA 95035
Client Contact:	Robert Vega	
Contact Phone:	408.586.2420	Ship to:
Contact Email Address:	hvega@ci.milpitas.ca.gov	Same
Credit Terms:	Net 30 days from date of invoice	
Client Account Manager:	Ken Schulte	
Project Manager:	TBD	

Project Products & Services

Qty	Sales Category	Item Description	Unit Price	Qty*Unit \$		Extended Price
1	Interface	Upgrade to Standard Advanced VisiNet Command to 3rd Party CAD Interface License	\$ 80,000.00	\$ 80,000.00	\$ (16,500.00)	\$ 63,500.00
1	Services	System Engineering	\$ 10,000.00	\$ 10,000.00		\$ 10,000.00
1	Services	Project Management	\$ 10,500.00	\$ 10,500.00		\$ 10,500.00
1	Support	One Year Support & Maintenance	\$ 17,600.00	\$ 17,600.00		\$ 17,600.00
Total:						\$ 101,600.00

Project Summary & Totals

	TriTech CAD Software					-
	TriTech Interface Software					63,500.00
	TriTech Mobile Software					-
	TriTech RMS Software					-
	TriTech Custom SW					-
	Hardware & 3rd Party Software					-
	Support Hardware & 3rd Party Software					-
	Subcontract					-
	TriTech Services					20,500.00
	TriTech Annual Support & Maintenance					17,600.00
	Other					-
					Subtotal:	\$ 101,600.00
	Estimated Sales Tax (State: ___ at ___%)	Taxable sales:	0.00	Sales tax rate:	5.00%	\$ -
	Estimated Shipping					\$ -
					Total:	\$ 101,600.00

Project Payment Terms: Net 30 days from date of invoice

	25%	Due on Order				\$ 25,400.00
	50%	Due on Installation of Advanced CAD to CAD Interface				\$ 50,800.00
	25%	Due on Go-Live of Interface				\$ 25,400.00
Total Payments:						\$ 101,600.00



Proposal/Sales Quotation

Quotation #	2790KS-04	Quotation Date:	01.11.13
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Summary Information & Project Notes

1 - The scope of functionality for this Standard Advanced interface is limited to 1) the capability of the TriTech Standard Interface as presented in TriTech documentation (such as the CAD to CAD developers guide) and 2) the capabilities of the external system being interfaced. TriTech is not responsible for the delivery of any other functionality, feature, certification, or conformance to any standard.

2- The Client is responsible for the cost and coordination of development of the vendor side of the interface to the third party application.

3- TriTech is not responsible for any cost associated with any third party efforts, lab, environment, or certification. Consultation time for the third party vendor may be provided at \$200 per hour.

Send Purchase Orders to:
TriTech Software Systems
 Attn: K.Beckwith FAX: 858-799-7015
salesadmin@tritech.com

Remit Payments to:
TriTech Software Systems
 PO Box # 203223
 Dallas, TX 75320-3226

Quotation Issued by: **Ken Schulte**
 Contact info: **720 379 3900**

Terms and Conditions

This Quotation is valid for 60 (sixty) days and is subject to the terms of your TriTech System Purchase Agreement. The software licensing provisions of the System Purchase Agreement between TriTech and Client shall govern the additional TriTech software licenses purchased hereunder. Support will be provided in accordance with the Software Support Agreement between TriTech and the Client. The quotation information is proprietary and may not be copied or released other than for the express purpose of selection and purchase/license. Any estimated sales and/or use tax has been calculated as of the date of quotation and is provided as a convenience for budgetary purposes. TriTech reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide TriTech with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Additional TriTech software licenses purchased under this Sales Order for Client's existing configuration will be deemed Accepted upon delivery. TriTech software licenses purchased for new TriTech Software modules; or Subsystems (e.g., addition of VisiNet Mobile, or VisiNet Law RMS) will be deemed Accepted upon Go Live.

Acceptance criteria for the TriTech software components will be the following unless otherwise noted in a mutually authorized agreement or Statement of Work:

The software will operate in conformity with the TriTech issued software documentation:

- (i) For VisiNet Command, VisiNet Law RMS, VisiNet Mobile, and VisiNet Browser, documentation will include the User Guide, Admin Guide and applicable release notes;
- (ii) For Standard Interfaces, documentation will be the standard Interface Requirements Document (IRD);
- (iii) For custom applications and modules, the documentation will be the Operational Scenario Document (OSD) unless the requirements are defined in this Sales Order and no OSD will be developed.

There is no Acceptance criteria for services.

Travel and out-of-pocket expenses will be invoiced as incurred, at actual cost, unless specifically itemized in the quotation.

By signing below, you are indicating that you are authorized to obligate funds for your organization. To activate your order, check the appropriate box below and, either, (i) attach a copy of this quotation to your purchase order when it is remitted to TriTech, or, (ii) if no additional authorizing paperwork is required for your organization to accept and pay an invoice, sign below and fax this quotation to 858-799-7015 or email to salesadmin@tritech.com to indicate your acceptance.

- Purchase Order required and attached, reference PO# _____ on invoice
- No Purchase Order required to invoice

Please check one of the following:

- I agree to pay any applicable sales tax.
- I am tax exempt. Please contact me if TriTech does not have my current exempt information on file.

Accepted for Client

	Milpitas PD		
	Client Agency/Entity Name		
	Print Name		Title
	Client Authorized Representative		
	Signature		Date
	Client Authorized Representative		