Background

The discussions leading to establishing a rate for the District’s May 2016 permanent rate ballot measure included a review of the District’s cash reserve funds. Several law enforcement agency stakeholders asked the District to consider using some of the funds to accomplish the District’s strategic goal of a full Computer Aided Dispatch (CAD) and law enforcement Records Management System (RMS) integration.

The District’s CAD system is the primary tool used by staff to manage incoming calls for service and the subsequent dispatching and tracking of every incident, emergent and non-emergent, for all law enforcement, fire and emergency medical services agencies. A CAD change is the most significant technology decision a dispatch center can make, requiring careful consideration to assure District processes are enhanced or at a minimum, remain at least as efficient as they are now.

Proposed Statement of Work (SoW)

The proposed SoW from ADCOMM Engineering takes a two phased approach to evaluating the current status of this technology. The first part will help make the technologies currently in use work together more effectively. The second phase (to run concurrently) will gather information to help all stakeholders detail their requirements to assure a CAD demonstration from New World Systems (the RMS used by law enforcement) is tailored to show how the requirements of dispatch staff members and responders will be met if a change is made.

Issue for Board Consideration

ADCOMM Engineering is currently serving as the District’s consultant for the radio project for a not to exceed amount of $101,000. Staff proposes adding the attached SoW to the company’s responsibilities for an additional $95,000 for a maximum total of $196,000. The funds for this work are available in the District’s current budget.
Staff recommends adding to ADCOMM’s current scope of work due to:

- Satisfaction with the work done to date by the company on the radio project.
- The company’s familiarity with the District, its staff, technical systems, needs and goals will result in a more timely work product which also makes it unlikely other firms would be able to match the cost.
- User agency members are urging a rapid procurement process so work can start to address significant technical system issues related to the CAD system and end user Mobile Data Computers (MDCs).
- Confidence the company has the specialized expertise required for the analysis and capacity to start work immediately.

**Recommendation and Action Requested**

Approve the addition of $95,000 to the scope of work to be performed by ADCOMM Engineering for a maximum total expenditure of $196,000.

**Attendance**

Operations Manager Sara Crosswhite will attend the 1:30 p.m. study session on December 28, 2015.
December 2, 2015

Mr. Steve Reinke, Director
Deschutes County 9-1-1
20355 Poe Sholes Drive
Bend, OR 97701

Dear Steve:

The following is a proposal to assist Deschutes County 9-1-1 with reviewing the current status of their Computer Aided Dispatch (CAD) and Records Management System (RMS) interconnection and functionality. The intent of this work is not to do an in depth needs analysis such as would be done for a new CAD or RMS RFP, but to review the existing systems and to determine how the data flow between them might be improved and what issues might exist if the CAD system were changed. The basic tasks are outlined below.

**Task Descriptions**

The following tasks are proposed, consisting of two major categories:

**A. Improve current operations and technical support for the existing CAD and RMS systems.**

1. Review the existing CAD and RMS systems and determine their configuration.

2. Interview customer agency end user staff members who use the CAD and RMS systems to determine what the operational requirements and goals are for an improved, two-way CAD and RMS system data interchange. Also determine any general thoughts about the systems and system support.

3. Interview Deschutes County 9-1-1 and customer agency technical staff members to determine what they like and do not like about the two systems, what their perceptions are of the systems, the challenges they are having with system support, and any general thoughts about the systems and system support.

4. Review the customer service processes by the agencies that operate and maintain the CAD and RMS systems.

5. Investigate and discuss the CAD/RMS interface with the two system vendors to determine the required physical and logical technical parameters for a two-way interface.

6. Investigate and review the technical and operational aspects, including existing policies and procedures implementing the CAD and RMS data interface. Provide recommendations for improvement or changes.
7. Develop a gap analysis between what exists today and the desires of the agencies.

8. Review the systems maintenance processes and make recommendations for improvements.

9. Develop options for resolving any gaps that exist between the agency defined needs and the system configurations and operations.

10. The deliverable will be a report with the findings and recommendations and one presentation to the group Deschutes 9-1-1 chooses.

B. Investigate the pros and cons of a change from the current Deschutes 9-1-1 Hitech CAD to New World Systems’ CAD.

1. Observe the Deschutes County 9-1-1 District’s PSAP operations, workflow and throughput; interview dispatchers and call receivers; and review operational and technical policies and procedures to determine the operational requirements for the District’s CAD system.

2. Review all third-party interfaces and connections including with the 9-1-1 phone system and radio consoles both current and planned.

3. Develop an operational requirements document that would allow for the evaluation of the existing CAD and New World Systems’ CAD and an objective comparison of the two. This includes assisting in setting up a demonstration of the New World CAD system.

4. Determine what issues might develop and what changes to operational policies, procedures and workflow would be required if the District’s CAD software were changed to New World Systems including the impact of a change on the PSAP’s operational throughput.

5. Determine the specific benefits to law enforcement agency end users if the District changes to the New World Systems CAD and compare those benefits to those that would be accomplished with a two-way interface between the existing systems.

6. Determine the District’s cost to make a CAD change including software licensing, both sides of all existing interfaces; line and technical staff training; all required hardware and the five year cost of software licensing and support.

7. Provide a final report that outlines the process, the information gathered and the issues policy makers should consider to make a decision.

8. The deliverable will be the report with the findings and one presentation to the group Deschutes 9-1-1 chooses.

The proposed fee for Task group A including labor and expenses for this project assuming up to three trips to Bend, is a not-to-exceed amount of $49,500. We estimate this work will require approximately 260 hours of labor to accomplish. ADCOMM will bill Deschutes County at the completion of the work. The estimated schedule is for the work to be completed by March 30th or 90 days after notice-to-proceed whichever is later. The proposed fee for Task group B including labor and expenses for this project assuming up to three additional trips to Bend, is a
not-to-exceed amount of $45,500. We estimate this work will require approximately 220 hours of labor to accomplish. ADCOMM will bill Deschutes County at the completion of the work. The estimated schedule is for the work to be completed by May 30th or 150 days after notice-to-proceed whichever is later depending on the vendor’s ability to schedule a demonstration. The total cost for this work would be $95,000. This allows for significant time on site and to work with the users.

We are proposing that we will bring in Brian Hudson from Deltawrx to assist with the project. We have worked with Deltawrx before and believe they will do a good job on this. ADCOMM staff will also be involved and will provide input into the process. Thank you for the opportunity to provide this to you.

Please let me know if you have any questions.

Sincerely,

Joe Blaschka Jr. PE
Contract for Professional Engineering Services

This contract dated __________ between ADCOMM Engineering Company, hereinafter referred to as ADCOMM, and Deschutes 9-1-1, hereinafter referred to as Client, covers the following items, as mutually agreed upon.

1. **Scope of Services.**

   ADCOMM will provide Client with professional engineering services relating to Contract negotiations support between the Deschutes County 9-1-1 and the Oregon Department of Transportation as outlined in Attachment A.

   Professional engineering services related radio system engineering, microwave system engineering, data network engineering, radio site development, interference analysis, radio consoles, and related technology integration services. These services will be spelled out in work orders that define the scope, estimated cost, and schedule prior to being authorized.

2. **Time of Performance.**

   Will commence in the approximate April timeframe and will continue depending on the results of the negotiations.

   Time of performance for work order tasks will be defined in the task work order.

   Delays caused by conditions beyond ADCOMM's reasonable control shall, upon mutual agreement from Client, extend the Time of Performance. ADCOMM shall notify Client, as soon as the delay is known. Client shall notify ADCOMM, as soon as events which may delay ADCOMM's performance are known.

3. **Compensation and Method of Payment.**

   A. Client agrees to reimburse ADCOMM for the services described in Section 1 as outlined in Attachment A. ADCOMM will bill Client monthly including a detailed invoice outlining the work done for the time billed and expenses incurred. Normal travel expenses are billed at cost without markup. Work order tasks will be billed as defined in the specific work order.

      Client also agrees to reimburse ADCOMM for all reasonable and customary substantiated expenses including vehicle mileage, directly related to the performance of the services. The total amount for both labor and expenses for the completion of these tasks shall not exceed the agreed work order amount or on a per hour basis for on-call services.

   B. **Billing.** ADCOMM will bill Client throughout the project. ADCOMM will submit an invoice including documentation that states the work completed. Client shall review the invoice to determine whether the task is completed and the amount billed is in conformance with the contract. If Client approves the invoice, Client shall pay ADCOMM within thirty (30) days of the receipt of the invoice by Client.

   C. **Rate Increases.** ADCOMM typically increases its hourly rates on January 1 of each year. Client agrees to pay ADCOMM based on the current rate sheet.
4. **Confidential Disclosure.**

ADCOMM will hold confidential all business information obtained from Client or its affiliates or generated in the performance of services under this agreement and identified in writing by Client as "confidential." ADCOMM will not disclose such information without Client's consent except to the extent required for (1) performance of services under this agreement; (2) compliance with professional or ethical standards of conduct for preservation of public safety, health, and welfare; (3) compliance with any court order or other governmental directive; and/or; (4) protection of ADCOMM against claims or liabilities arising from performance of services under this agreement. ADCOMM's obligation hereunder shall not apply to information available to ADCOMM prior to this contract, information in the public domain or lawfully acquired on a non-confidential basis from others.

5. **Limitations of Liability.**

All services to be rendered or performed under this agreement will be performed or rendered entirely at ADCOMM's own risk and ADCOMM expressly agrees to hold harmless and indemnify Client and all of its officers, agents, employees, or otherwise, from any and all liability, loss or damage including reasonable costs of defense that they may suffer as a result of claims, demand, actions, or damages to any and all persons or property, costs or judgments against Client for negligent acts which are a direct result from the services to be performed by ADCOMM under this agreement.

ADCOMM will not assume liability for action taken by Client and Client agrees to hold ADCOMM harmless against any such liability or claim of liability.

In no case shall ADCOMM be responsible for job site safety for any of Client's officers, agents, employees, or any others; for any officers, agents, employees, or guests of any Contractor hired to perform any of construction work that may arise from any of the work ADCOMM performs for client.

6. **Changes.**

Changes may be made to this contract upon mutual agreement of both parties. Changes shall be made in writing, signed by both parties, and included as part of the original contract.

7. **Assignment/Subcontractors.**

A. ADCOMM shall not assign any portion of this agreement without the written consent of Client, and it is further agreed that said consent must be sought in writing by ADCOMM not less than thirty (30) days prior to the date of any proposed assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this agreement and proper bidding procedures where applicable as set forth by local, state and/or federal statutes, ordinances and guidelines.

C. Any technical/professional service subcontract not listed in this agreement, which is to be charged to the agreement must have express advance approval by Client.

8. **Nondiscrimination in Employment.**

A. Client is an equal opportunity employer.
B. ADCOMM agrees that it will comply with all federal and state discrimination laws and that it will not discriminate against any employee or applicant on the grounds of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved.


A. The parties intend that an independent contractor/Client relationship will be created by this agreement. Client is interested primarily in the results to be achieved; the implementation services will lie solely with ADCOMM. No agent, employee, servant or representative of ADCOMM shall be deemed to be an employee, agent, servant or representative of Client for any purpose, and the employees of ADCOMM are not entitled to any of the benefits Client provides for its employees. ADCOMM will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors or otherwise during the performance of this agreement.

B. In the performance of the services herein contemplated, ADCOMM is an independent contractor with the authority to control and direct the performance of the details of the work; however, the services contemplated herein must meet the approval of Client and shall be subject to Client’s general rights of inspection and review to secure the satisfactory completion hereof.

C. In the event that any of ADCOMM’s employees, agents, servants or otherwise, carry on activities or conduct themselves in any manner which may jeopardize the funding of this agreement, ADCOMM shall be responsible for taking adequate measures to prevent said employee, agent or servant from performing or providing any of the services contained in this agreement.

10. Suspension, Termination and Close-out.

If ADCOMM fails to comply with the terms and conditions of this agreement, Client may pursue such remedies as are legally available including, but not limited to, the suspension or termination of this agreement in the manner specified herein.

A. Suspension.

If ADCOMM fails to comply with the terms of this agreement, or whenever ADCOMM is unable to substantiate full compliance with the provisions of this agreement, Client may suspend the agreement pending corrective action or investigation, effective not less than 7 days following written notification to ADCOMM or its authorized representative. The suspension will remain in full force and effect until ADCOMM has taken corrective action to the satisfaction of Client and is able to substantiate its full compliance with the terms and conditions of this agreement. No obligation incurred by ADCOMM or its authorized representative during the period of suspension will be allowable under the agreement except:

1. Reasonable, proper and otherwise allowable costs which ADCOMM could not avoid during the period of suspension;
2. If upon investigation ADCOMM is able to substantiate complete compliance with the terms and conditions of this agreement, otherwise allowable costs incurred during the period of suspension will be allowed.

B. Termination for Cause. If ADCOMM fails to comply with the terms and conditions of this agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this agreement are of such scope and nature that Client deems continuation of this agreement to be substantially detrimental to the interest of Client;

2. ADCOMM has failed to take satisfactory action as directed by Client or its authorized representative within the time specified by the same;

3. ADCOMM has failed within the time specified by Client or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this agreement; then, Client may terminate this agreement in whole or in part, and thereupon shall notify ADCOMM of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification to ADCOMM. After this effective date, no charges incurred under any terminated portions are allowable.

C. Terminations for Other Grounds. This agreement may also be terminated in whole or in part as follows:

1. Termination for Convenience. This agreement may be terminated for convenience by either party even if no fault exists with 30 days written notice. Such termination shall be in writing, signed by the terminating party and shall include the conditions for termination, the effective date and in the case of termination in part, that portion to be terminated. Upon receiving such written notice, ADCOMM shall immediately work to reduce any additional charges that may occur due to work in progress as much as practical. ADCOMM shall be due any fees up to the date of notification. ADCOMM and the Client shall determine the fees to be reimbursed for work required to bring the project to termination.

2. Termination for Lack of Funding. In the event that funding from state, federal or other sources is withdrawn, reduced or limited in any way after the effective date of this agreement, and prior to the normal completion date of this agreement, Client may summarily terminate this agreement as to the funds withdrawn, reduced, or limited, notwithstanding any other termination provision of this agreement. If the level of funding withdrawn, reduced or limited is so great that Client deems that the continuation of the program covered by this agreement is no longer in the best interests of Client, Client may summarily terminate this agreement in whole, notwithstanding any other termination provisions of this agreement. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by Client to ADCOMM. After the effective date, no charges incurred under this agreement are allowable. Client agrees to notify ADCOMM promptly of any proposed reduction in the funding of which Client is notified. ADCOMM agrees that upon receipt of such notice from Client, it shall take appropriate and reasonable action to reduce its spending in the affected funding areas so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

D. Close-out.
In the event that this agreement is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by ADCOMM, Client shall make or arrange for payment to ADCOMM of allowable reimbursable costs not covered by previous payment;

2. ADCOMM shall immediately refund to Client any unencumbered balance of funds paid for the budgeted, but unspent for the service(s) terminated;

3. ADCOMM shall submit, within thirty (30) days after the date of expiration of this agreement, all financial, performance and other report required by this agreement;

4. In the event a financial audit has not been performed prior to closeout of this agreement, Client retains the right to withhold a just and reasonable sum from the final payment to ADCOMM after fully considering the recommendations on disallowed costs resulting from the final audit.

11. Jurisdiction.

A. This agreement has been and shall be construed as having been made and delivered within the State of Oregon and it is agreed by each party hereto that this agreement shall be governed by the laws of the State of Oregon both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Deschutes County Oregon.

12. Insurance.

If required, ADCOMM shall provide to Client a copy of a certificate of Insurance covering General Liability coverage in the amount of $1,000,000, a copy of automobile accident liability and shall certify to notify Client if any change in this insurance status occurs. ADCOMM shall procure and maintain for the duration of the agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by ADCOMM, their agents, representatives, employees, or subcontractors.

ADCOMM shall provide documentation of insurance evidencing:

(a) Commercial General Liability Insurance written on an occurrence basis with limits no less than one million dollars ($1,000,000) combined single limit per occurrence and two million dollars ($2,000,000) aggregate for personal injury, bodily injury, and property damage.

(b) Professional Liability Insurance with limits no less than one million dollars ($1,000,000) per occurrence.

Any payment of deductible or self-insured retention shall be the sole responsibility of ADCOMM. ADCOMM's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

13. Intergovernmental Purchasing.
ADCOMM agrees to make available to other public agencies as allowed under applicable local and state regulations similar services for the same terms and conditions as outlined in this contract.

14. **Contract Renewal.**

This contract is renewable on a yearly basis by written request of Client. Any changes made in the contract at that time will be made by written contract addendum and signed by both parties.

15. **Severability.**

A. It is understood and agreed by the parties hereto that if any part, term or provision of this agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

16. **Entire Agreement.**

The parties agree that this agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

17. **Waiver of Terms.**

It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this agreement does not constitute a waiver of the provisions of this agreement.

ADCOMM Engineering Company

Client

________________________________  2/16/2015  _______________________________

Joe Blaschka, President     (date)     Name, Title     (date)
February 18, 2015

Mr. Steve Reinke, Director
Deschutes County 9-1-1
20355 Poe Sholes Drive
Bend, OR 97701

Dear Steve:

The following is a proposal to assist Deschutes County 9-1-1 with developing a radio system upgrade option involving a partnership with the State of Oregon Department of Transportation (ODOT) P25 trunked radio system.

Deschutes County may be in a good position to develop a partnership with the ODOT given the widespread and relatively low population of much of Deschutes County. While there may be many positives in a partnership with ODOT, as a state agency ODOT may have priorities, budget issues, and a mission that does not always align with those of a county government entity. These differences should be understood in detail as well as any effects they would have on Deschutes County operations. The planning process should include not only this understanding but also a plan in case Deschutes County or ODOT determine that continuing a partnership is no long in their best interest.

Given that the final configuration, system design, or schedule is not known at this point, the costs for providing engineering and project management services cannot be accurately determined. Therefore, I am proposing the initial phases of the work with additional phases for implementation to be negotiated later. This approach will allow Deschutes County to progress through this process in a step-by-step manner.

**Phase 1 – Initial Analysis and Discussions**

This phase provides an opportunity to develop the basic requirements to be negotiated, hold an initial negotiation meeting with ODOT, and evaluate the probability of success going forward.

Phase 1 – Negotiation requirements development and initial discussions with ODOT

1. Review existing system design and operational requirements documentation and develop condensed set of requirements for negotiations with ODOT. This would include items such as console interface, logging recorder interfaces, fire alerting, interoperability with surrounding county and city governments as well as the Federal agencies, CAD interface, radio coverage, capacity, and any other special requirements that might exist.
2. Develop the agenda for, schedule, and hold an initial meeting with ODOT to discuss possibility of a partnership between Deschutes County and ODOT for radio communications services.

3. Develop follow up documentation and list of tasks from initial meeting. Develop follow on schedule for meetings to continue negotiation process.

4. Provide analysis document outlining probable approaches, risks, and budget for a cooperative system arrangement between Deschutes County and ODOT. This would be a high level document to provide guidance moving forward with the negotiations along with probable outcomes.

5. Discuss at a high level the contractual framework for the partnership agreement. Determine who for each party will take the legal lead on the contractual documents.

The proposed fee including labor and expenses for this phase of the project assuming three trips two to Bend, Oregon and one to either Salem or Bend Oregon is a not-to-exceed amount of $37,900. ADCOMM shall bill Deschutes County monthly with a detailed invoice that identifies the date the work occurred, what was done and by whom it was done by. Deschutes County will then review the invoice to determine if the invoice is appropriate and the work was accomplished. If the Deschutes County finds the invoice acceptable, it shall process the invoice for payment. If not, Deschutes County shall request additional information or clarification on the charges and ADCOMM shall provide the additional information to Deschutes County’s satisfaction or shall reduce or remove the questioned charges.

**Phase 2 – Continued negotiations, system design concept development, and budget analysis**

The second phase assumes the initial meeting with ODOT and review of that meeting by Deschutes County results in a decision to move forward with additional negotiations and project development.

**Phase 2 – Continued negotiations, system design concept development, and budget analysis**

1. Develop strategy and information required for further negotiations with ODOT. This will be the starting place for the on-going negotiations based on the results of the Phase 1 discussions.

2. Start negotiations based on the requirements document to determine whether the ODOT system and the ODOT management structure can meet the Deschutes County requirements. The goal would be to complete this portion of the negotiations within two meeting cycles. The proposed approach is to have meetings with Deschutes County staff both prior and following the ODOT meetings to prepare and consolidate the results of the ODOT meetings.

3. Continue negotiations moving to system design and management details. This is anticipated to take a minimum of three meeting cycles. Outside of these three meetings, it is anticipated system design information would be transmitted between ODOT and Deschutes County for review. The approach would be to have meetings with Deschutes...
County staff both prior and following the ODOT meetings to prepare and consolidate the results of the ODOT meetings.

4. In parallel with the meeting work, as information is better refined, system budget numbers would be updated and reviewed to monitor the cost benefit of a partnership with ODOT. This information is also needed to help guide the discussions related to system design and ODOT management and technical support.

5. After each negotiation, the Deschutes County team would review the current status and determine if the negotiations should continue or not.

6. The result of this series of negotiations would be an Agreement in Concept which would outline the technical, operational, and budgetary aspects of the partnership but would not include all of the contractual details.

The proposed fee including labor and expenses for this phase of the project assuming six trips to either Salem or Bend Oregon is a not-to-exceed amount of $55,300.

**Phase 3 – Contract Legal Negotiations**

The contract legal negotiations would be carried out primarily by the Deschutes County legal representative. However, ADCOMM would provide technical support and document review to review any technical requirements or legal requirements that could affect the technical issues.

1. Review and comment on legal documents during the legal negotiation process for technology issues.

2. Participate in conference calls regarding contract negotiations if required.

The proposed not-to-exceed fee including labor and expenses for this phase of the project assuming no special trips to Bend or Salem, Oregon is $7,800.00.

This phased approach will allow Deschutes County the ability to make decisions about continuing the negotiations throughout the process so that the project may continue to move forward.

For all phases, ADCOMM shall bill Deschutes County monthly with a detailed invoice that identifies the date the work occurred, what was done and by whom it was done by. Deschutes County will then review the invoice to determine if the invoice is appropriate and the work was accomplished. If the Deschutes County finds the invoice acceptable, it shall process the invoice for payment. If not, Deschutes County shall request additional information or clarification on the charges and ADCOMM shall provide the additional information to Deschutes County’s satisfaction or shall reduce or remove the questioned charges.

I would not be able to start this work until the mid to late March timeframe. I anticipate the negotiation cycle will take approximately 9-12 months based on experience.
When the negotiation process has been essentially completed, ADCOMM can provide an additional scope of work to provide technical integration services, project management, or other support as applicable for the implementation of this project.

Please let me know if you have any questions.

Sincerely,

Joe Blaschka Jr. PE