City of Mountain View Police and Fire Communications SVRIA-DX CAD-to-CAD Interface Service Level Agreement

A. Overview

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

The interface between the Mountain View 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.

Mountain View 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 Mountain View and the County will become effective upon the date of the last signatory. This Agreement will 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

<u>Mountain View Police Department</u> <u>Public Safety Support Services Division</u>

Name: Doug Kiner Title: Senior Systems Specialist - Project

Champion

Phone: 650-903-6833

Email: doug.kiner@mountainview.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 County ISD - SVRIA-DX Technical Contact

Name: Doug Kiner

Title: Senior Systems Specialist

Phone: 650-903-6833

Name: Greg O'Bergin

Title: Senior Programmer

Phone: 1-408-977-3240

Email: doug.kiner@mountainview.gov Email: greg.o'bergin@911.sccgov.org

CAD Vendor Contact Thinkstream SVRIA-DX Technical Contact

Name: Dave Bonini Name: Matt Feldman

Title: Project Manager Title: Senior Software Engineer Phone: 510- 223-5818 Phone: 1-503-968-1656 Ext 230 Email: david.bonini@intergraph.com Email: mfeldman@thinkstream.com

D. Mountain View and County of Santa Clara Responsibilities:

<u>SVRIA-DX CAD Support</u>: 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.

<u>Systems Analysis:</u> 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.

<u>Testing Support</u>: 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.

<u>Initial Support Request</u>: If the SVRIA-DX CAD-to-CAD interface is not functioning, Mountain View 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.

<u>Business Continuation</u>: 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 Mountain View 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.

<u>Initial System Checkout:</u> 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.

<u>Technical Support Service Level</u>: 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.

<u>Troubleshooting Coordination</u>: Mountain View'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 Mountain View, the County of Santa Clara, other participating SVRIA agencies, and/or other Counties and their respective CAD vendors.

<u>Technical Resources:</u> 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.

<u>Monetary Compensation</u>: 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 Mountain View and County for this regional project, will be purchased by Mountain View. Upon payment of vendor invoices, Mountain View will then submit their supporting documents to the County for reimbursement through project grant funds. All identified ongoing vendor interface maintenance and support costs associated with the Mountain View's CAD system identified during the aforementioned CAD vendor negotiations will be the responsibility of Mountain View.

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 mattes 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 by either party.

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

Nothing in this Agreement shall confer any rights upon any person or entity who is not a party to this Agreement, nor shall anything in this Agreement be construed as creating an obligation by either party to any non-party to this agreement.

Section headings are for convenience only and are not part of the Agreement.

The parties hereby agree that faxed signatures of the parties to this Agreement shall be as binding and enforceable as original signatures; and that this Agreement may be executed in multiple counterparts with the counterparts together being deemed to constitute the complete agreement of the parties.

Each person who executes this Agreement on behalf of any party to the Agreement represents and warrants that he or she has been duly authorized by such party to execute the Agreement.

Each party to this Agreement shall be considered independent contractors and the employees and agents of each Party shall continue to be employees and agents of that Party and shall not be considered for any purpose employees or agents of the other Party.

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the Parties.

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// // // 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.

Signea:	
COUNTY OF SANTA CLARA *1	CITY OF MOUNTAIN VIEW
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:	By:
Donald Larkin Deputy County Counsel	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.