# RESOLUTION NO. 12-842

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL BETWEEN THE CITIES OF FEDERAL WAY, AUBURN, DES MOINES, AND BLACK DIAMOND TO SHARE IN THE COST OF DEVELOPMENT OF A SOFTWARE INTERFACE BETWEEN VALLEY COMMUNICATIONS AND SPILLMAN RECORDS SYSTEM

**WHEREAS,** Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements for the joint undertaking of certain projects as provided therein; and

**WHEREAS,** it is considered necessary and desirable in the public interest that the Cities exercise their respective rights and privileges afforded by said statute; and

**WHEREAS,** the Cities wish to share the cost to develop a software interface ("Interface") connecting the Valley Communications ("Valley Com") Tiburon Computer Aided Dispatch ("CAD") system to each Cities' Spillman Records Management System ("RMS"); and

**WHEREAS,** Federal Way is willing to take the lead in providing administrative oversight during the development and testing of this Interface by Data Pros, LLC ("Data Pros"); and

**WHEREAS,** the Cities will work together as follows to fund the development of the Interface;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**
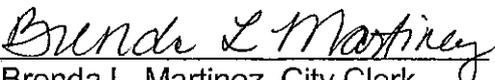
**Section 1.** The Mayor is hereby authorized to execute an Interlocal Agreement between the Cities of Federal Way, Des Moines, Auburn and Black Diamond for Tiburon to Spillman Interface substantially in the form attached hereto as Exhibit A.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 6TH DAY OF DECEMBER, 2012.**

CITY OF BLACK DIAMOND:

_____
Rebecca Olness, Mayor

Attest:

_____
Brenda L. Martinez, City Clerk

# Federal Way

## INTERLOCAL AGREEMENT
## BETWEEN
## THE CITIES OF FEDERAL WAY, AUBURN, DES MOINES, AND BLACK DIAMOND
## FOR
## TIBURON TO SPILLMAN INTERFACE

THIS INTERLOCAL AGREEMENT, made and entered into this 20th day of December, 2012, by and between the City of Federal Way("Federal Way"), and the City of Auburn ("Auburn"), the City of Des Moines ("Des Moines"), and the City of Black Diamond ("Black Diamond") (together, "the Cities").

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes municipalities in Washington to enter into agreements for the joint undertaking of certain projects as provided therein; and

WHEREAS, it is considered necessary and desirable in the public interest that the Cities exercise their respective rights and privileges afforded by said statute; and

WHEREAS, the Cities wish to share the cost to develop a software interface ("Interface") connecting the Valley Communications ("Valley Com") Tiburon Computer Aided Dispatch ("CAD") system to each Cities' Spillman Records Management System ("RMS"); and

WHEREAS, Federal Way is willing to take the lead in providing administrative oversight during the development and testing of this Interface by Data Pros, LLC ("Data Pros"); and

WHEREAS, the Cities will work together as follows to fund the development of the Interface;

NOW, THEREFORE, it is mutually agreed by and between the Cities as follows:

1.   PURPOSE

With the new Valley Com CAD system being brought online in 2013, each of the Cities will need an Interface to facilitate the automated retrieval of incident data from the CAD system into their respective Spillman RMS systems. The Interface is not included as part of the CAD project and will need to be developed separately. This agreement will allow the Cities to share the cost of developing the Interface between the CAD system and their respective Spillman RMS systems.

2.   TERM

The term of this agreement will commence as soon as it is mutually accepted and end on December 31st, 2013. This will allow sufficient time for development, testing, installation, and address any post go-live tasks.

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3.  CITIES' RESPONSIBILITIES

A. Responsibilities of Federal Way.

Federal Way will execute the contract with Data Pros for development of the Interface, the Scope of Work for which is attached to this Agreement as Exhibit A and is hereby incorporated by this reference. Federal Way will coordinate initial beta testing of the Interface with the CAD and Spillman systems. Federal Way will agree and contract with Data Pros for its portion of the installation and ongoing maintenance fees.

The contract between Federal Way and Data Pros for the Interface will include a provision stating that any warranty Data Pros provides for the Interface to Federal Way will be transferrable to each of the participating jurisdictions. In addition, the contract between Federal Way and Data Pros for the Interface will include a provision stating that any indemnification and hold harmless provisions that apply to Federal Way shall apply equally to each of the participating jurisdictions.

B. Responsibilities of Auburn, Des Moines, and Black Diamond.

Auburn, Des Moines, and Black Diamond agree to contract with Data Pros for their respective portion of the installation fees as well as ongoing maintenance fees.

Each City will be responsible for contracting with Data Pros separately for the installation of the interface and any ongoing maintenance costs.

C. Joint Responsibilities.

The Parties agree to work collaboratively to determine the technical requirements for the Interface, and to establish milestones for the project. While the Parties intend to work toward consensus, a vote of the majority of the participating jurisdictions shall be sufficient to determine technical requirements and milestones. Provided, that nothing in this section shall prevent any Party from exercising its right to the dispute resolution process set forth in this Agreement.

4.  COMPENSATION: METHOD AND TIME OF PAYMENTS

The Cities agree to equally share the cost of the development and testing of the Interface by Data Pros for the new Valley Com CAD system. Upon receipt of the invoice from Data Pros, Federal Way will divide the total cost for development and testing equally among the four agencies and invoice each City accordingly. Each jurisdiction shall contribute an amount not to exceed $12,592.50, including a 15% contingency and Washington State Sales & Use Tax to Federal Way. Payment of each Cities' share is due to the City of Federal Way within 30 days' notice from Federal Way of the total amount.

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Federal Way shall return all funds not expended on the contract to each jurisdiction not later than 60 days after final acceptance of the Interface.

5.   INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

Each City agrees to defend, indemnify and hold the other Cities, their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including but not limited to reasonable attorney fees and litigation costs, (hereinafter 'claims'), caused solely by the negligence or willful misconduct of such City, its agents, affiliated corporations, officers, officials, employees, volunteers, or lower tier subcontractors, (hereinafter tortfeasors), arising out of or in connection with the performance of this Agreement.

If the negligence or willful misconduct of more than one City or its tortfeasors is a cause of such claims then the liability shall be shared between those Cities in proportion to the relative degree of negligence or willful misconduct between such Cities and such proportion shall apply to the rights of indemnity and defense.

Solely for the purposes of this indemnification, it is further specifically and expressly understood that the indemnification provided herein constitutes the Cities' waiver of immunity under Industrial Insurance, Title 51 RCW, for claims brought by any party or party's employee against another party. This waiver has been mutually negotiated by the parties.

The provisions of this section shall survive the expiration or termination of this Agreement.

6.   GENERAL TERMS

A.  Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

B.  Modification. No provision of this Agreement may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

C.  Full Force and Effect. Any provision of this Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

D.  Assignment. None of the Cities shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

E.  No Waiver. Failure of either Party to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default, but either Party shall have the right to declare any such breach or default at any time and take such actions that might be lawful or authorized hereunder either at law or in equity. Failure of either

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Party to declare one breach or default does not act as a waiver of either Party's right to declare another breach or default.

F.  Captions.  The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

G.  Equal Opportunity to Draft.  The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached.  No ambiguity shall be construed against any party upon a claim that party drafted the ambiguous language.

H. Jurisdiction and Venue. Jurisdiction and venue for this Agreement shall be in the Superior Court for King County, Washington.

I.  Disputes.  In the event that a dispute arises under this Agreement, the Parties shall endeavor to resolve the dispute in an amicable manner by direct discussions. If the Parties cannot resolve the dispute by direct discussion, they shall engage in alternative dispute resolution.
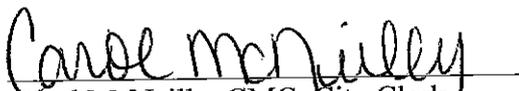
[Signature page follows]

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IN WITNESS WHEREOF, the above and foregoing Interlocal has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF FEDERAL WAY

Skip Priest, Mayor

ATTEST:

Carol McNeilly, CMC, City Clerk

Approved as to Form:

Patricia A. Richardson, City Attorney

CITY OF AUBURN

City of Auburn, Mayor

ATTEST:

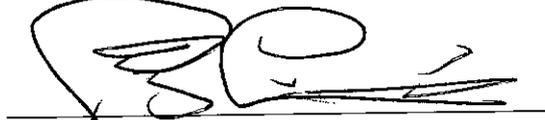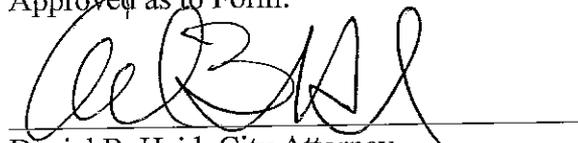Danielle Daskam, City Clerk

Approved as to Form:

Daniel B. Heid, City Attorney

CITY OF DES MOINES

City of Des Moines, Mayor

ATTEST:

City of Des Moines, City Clerk

Approved as to Form:

City of Des Moines, City Attorney

CITY OF BLACK DIAMOND

City of Black Diamond, Mayor

ATTEST:

City of Black Diamond, City Clerk

Approved as to Form:

City of Black Diamond, City Attorney

**CITY OF**
**Federal Way**

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33325 8th Avenue South • PO Box 9718
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IN WITNESS WHEREOF, the above and foregoing Interlocal has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF FEDERAL WAY                     CITY OF AUBURN


_____         _____
Skip Priest, Mayor                      City of Auburn, Mayor

ATTEST:                                 ATTEST:


_____         _____
Carol McNeilly, CMC, City Clerk         Danielle Daskam, City Clerk

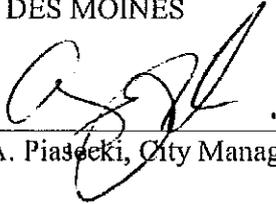Approved as to Form:                    Approved as to Form:


_____         _____
Patricia A. Richardson, City Attorney   Daniel B. Heid, City Attorney



CITY OF DES MOINES                      CITY OF BLACK DIAMOND


_____         _____
Anthony A. Piasecki, City Manager       City of Black Diamond, Mayor

ATTEST:                                 ATTEST:


_____         _____
City of Des Moines, City Clerk          City of Black Diamond, City Clerk

Approved as to Form:                    Approved as to Form:


_____         _____
City of Des Moines, City Attorney       City of Black Diamond, City Attorney

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**Federal Way**

TY HALL
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IN WITNESS WHEREOF, the above and foregoing Interlocal has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF FEDERAL WAY                         CITY OF AUBURN


_____            _____
Skip Priest, Mayor                          City of Auburn, Mayor

ATTEST:                                      ATTEST:


_____            _____
Carol McNeilly, CMC, City Clerk             Danielle Daskam, City Clerk

Approved as to Form:   -                     Approved as to Form:


_____            _____
Patricia A. Richardson, City Attorney       Daniel B. Heid, City Attorney
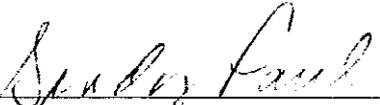

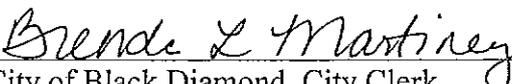CITY OF DES MOINES                          CITY OF BLACK DIAMOND


_____            _____
City of Des Moines, Mayor                   City of Black Diamond, Mayor

ATTEST:                                      ATTEST:


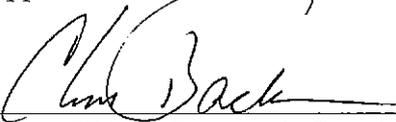_____            _____
City of Des Moines, City Clerk              City of Black Diamond, City Clerk

Approved as to Form:                         Approved as to Form:


_____            _____
City of Des Moines, City Attorney           City of Black Diamond, City Attorney

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## EXHIBIT "A"
## SCOPE OF WORK

1. **Data Exchange**

  1.1. Data Flow

      1.1.1. The flow of data is one way, coming from the Tiburon Command CAD Software to the Spillman Records System.

      1.1.2. ACK/NACK – There are no ACK/NACK responses from Tiburon Command CAD, they push files to an FTP Server, where they will be retrieved and loaded into the Spillman Records System.

  1.2. Data Packages

      1.2.1. Incident Data – This interface has only one data package which is Incident Information originating from Tiburon's Command CAD Software (911 Call Incidents). It includes CAD Incidents or Calls, Dispatched Units, Segments, RMS Case Numbers, and other Metadata as described in the Specification from Tiburon titled Command CAD Universal Data Stream Interface Control Document.

  1.3. Data Mapping – Data Mapping will include all fields specified in the Tiburon Command CAD Universal Data Stream Interface Control Document. Fields that do not map directly to a field in the Spillman Database can be put into a text Narrative field for the Law Incident. The customer will help define the mapping of the data and where fields ultimately go in the Spillman Database. The mapping of the data will be agency customizable based on the requirements for each agency. Customizations must not be hard-coded and incorporate the ability to be modified by the system administrator of each agency within the Interface Configuration Application.

  1.4. Frequency – The system administrator will have the ability to set up the interface to pull from the FTP Server Incident Records on a time interval that he/she feels comfortable with. The interval options will allow for minutes, hours, and days. This will be set up in the Interface Configuration Application.

2. **Connection Methods**

      2.1.1. FTP Server – The incident information will originate from Command CAD. Upon incident closure, Command CAD will transfer data to a data warehouse controlled by Tiburon. From this Data Warehouse, Tiburon will build an XML file containing the incident data and push that file to an FTP Server accessible by the agency for which the Incidents belong.

      2.1.2. FTP Server Management – Data Pros, LLC will have read/write access to the FTP Server to manage the data records contained therein. When the Incident Records are successfully loaded into the Spillman System and receipt of the successful insert is received, Data Pros will remove the records in the FTP Server that were successfully inserted to the Spillman database..

  2.2. Connection Information

      2.2.1. URL:

      2.2.2. UN:

      2.2.3. PW:

      2.2.4. Firewall Authentication if any?

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3. **Failsafe - Secondary Method of Data Exchange**

3.1. FTP Server Directory – After successfully loading the records in the Spillman System as described in Section 2.1.2, Data Pros will remove records from the active directory and save them to an archive directory on the same FTP Server for archival purposes and a failsafe in case there is a problem from any side of the Interface for exchanging the incident data.

4. **Interface Configuration Application**

4.1. Frequency – Allows the System Administrator to determine how frequent the FTP Server is pulled for new records. In addition, it should allow the System Administrator to determine which data is mapped to the Spillman Database for future customization by each agency.

4.2. Failure Message Response Logging – In the Interface Configuration Application, the System Administrator will have a logging screen that will show a log of the transactions inserted into the Spillman Database, both success and failure.

5. **Installation**

5.1. Interface will reside on an available Windows Server located at the agency using Spillman inside their firewall with access to the Spillman Server. The server can be running Windows Server 2008 or 2003, and not be approaching full capacity on the RAM and hard drive. The usage is small, a PC running windows server is sufficient to run the interface.

5.2. The scope of this project is to install the interface at the following agencies:

   5.2.1. Auburn Police Department

   5.2.2. Black Diamond Police Department

   5.2.3. Des Moines Police Department

   5.2.4. Federal Way Police Department – Beta Test Site

6. **Testing**

6.1. Test Server –

   6.1.1. Data Pros can test with real or sample files from the actual FTP Servers set up for the agencies listed in 5.2.

7. **Key Tasks and Milestones**

7.1. Define Scope of Work – Data Pros will work with Agencies listed in 5.2 in defining the interface project requirements contained in this document, which is the Scope of Work or SOW. When agreed upon, the SOW will be put into the contract for sign-off.

7.2. Development & Initial Testing – Data Pros will develop the interface as defined in the SOW. After initial development is completed, testing at the Beta Test site defined in section 5.2 will commence. Development and initial testing will be completed within 90 days of mutual execution of this agreement.

7.3. Installation – Data Pros will install the interface at the respective agencies listed in section 5.2.

7.4. Testing – Data Pros will test the interface with the help of the agencies and Tiburon. Once the initial testing is verified to be working according to SOW requirements, Data Pros will monitor the interface with the agencies for a minimum of two weeks. Thus ensuring the product is stable and functioning correctly.

7.5. Completion – When the minimum testing period is over and both parties agree that the interface is stable, has no open problems, and meets the requirements specified in the SOW, the interface will be deemed complete and will be invoiced. Data Pros will then release interface product as a standard supported interface product.

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8. **Project Deliverables**

8.1. Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

    8.1.1. Scope of Work

    8.1.2. Contract

    8.1.3. Spillman to IDOC Web Services Interface

    8.1.4. Installation Services

    8.1.5. Beta Testing Services

9. **Time and Cost Estimates**

9.1. Time – It is anticipated that this interface will take two months to develop. After the development period when the first install is stable and working properly, generally a two week period, the other installs will take place in a timely manner. The secondary installs will require smaller amounts of time but varies and depends on the expertise and help of the agency.

9.2. Costs

    9.2.1. Development Costs – The development cost of the interface is $40,000.00.

    9.2.2. Installation Costs – Each install will cost $2,000.00. There are four installs, therefore the installation fees are $8,000.00.

    9.2.3. Support Costs – Annual Support is 10% of total contract price, $4,800.00. First year maintenance period does not start until after the last install is running according to SOW. At that point the first year maintenance is invoiced, and will be invoiced annually at that support contract date thereafter.

10. **Price and Payment**

10.1. Data Pros, LLC is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The fixed price for this Statement of Work is: $40,000.00 development costs and $2,000.00 for each installation.

10.2. Services will be invoiced according to the following payment schedule:

| Milestone | Amount Due |
|---|---|
| After First Install | $40,000.00 |
| After Final Install | $8,000.00 |
| Start of First Year Support | $4,800.00 |

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## 11. Payment

Payment is due Thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and Developer reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.