

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
Philip Morley, County Administrator

**FROM:** JEFFCOM BOARD/Sheriff A. Hernandez

**DATE:** 8/24/2010

**RE:** JEFFCOM Computer Aided Dispatch System Needs  
Analysis/Recommendation

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**STATEMENT OF ISSUE:** JEFFCOM will continue their engagement of ADCOMM ENGINEERING COMPANY to perform the next step in the CAD system project, including:

1. Gather user requirements for a CAD system from representatives of law enforcement, fire/EMS, dispatch, and information technology/system support.
2. Evaluate user requirements.
3. Create a user needs analysis document.
4. Create a technical needs document for use in the cost benefit analysis.
5. Gather/refresh information on the following options: reset the current system; upgrade; or, partner with PENCOM or CENCOM
6. Perform a cost/benefit analysis using data gathered.
7. Develop a written recommendation.
8. Present the results and recommendation to the JEFFCOM Board.

Work to be completed in 90 days from notice to proceed, for a cost of \$22,360.

**ANALYSIS:**

*The Jefferson Admin Board has approved this.*

**FISCAL IMPACT:**

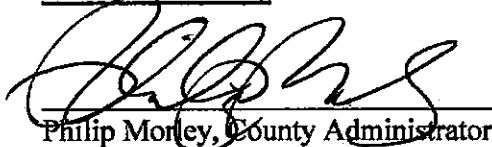
*Adequate funds are in fund balance for Fund 122, and a quarterly budget extension may be necessary to transfer funds into Professional Services.*

**RECOMMENDATION:**

*Approve the enclosed Contract.*

**DEPARTMENT CONTACT:**

**REVIEWED BY:**

  
Philip Morley, County Administrator

8/31/10  
Date

## Contract for Professional Engineering Services

This contract dated \_\_\_\_\_ between ADCOMM Engineering Company., hereinafter referred to as ADCOMM, and Jefferson County, WA, 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 as follows:

1. Gather user requirements for a CAD system from representatives of law enforcement, fire/EMS, dispatch, and information technology/system support.
2. Evaluate user requirements.
3. Create a user needs analysis document.
4. Create a technical needs document for use in the cost benefit analysis.
5. Gather/refresh information on the following options: reset the current system; upgrade; or, partner with PENCOM or CENCOM
6. Perform a cost/benefit analysis using data gathered.
7. Develop a written recommendation.
8. Present the results and recommendation to the JEFFCOM Board.

### 2. Time of Performance.

90 days from contract signing and notice to proceed, starting no earlier than August 16, 2010.

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 in the following manner:

Client shall pay ADCOMM for services as described in the Statement of Work (Attachment A, incorporated herein by reference). The total amount for both labor and expenses for the completion of these tasks is \$22,360.

Additional work may be performed at Client's direction and approval. Such work will be billed at then-current rates.

- B. **Billing.** ADCOMM will bill Client at the end of 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 for additional work authorized 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.

**9. Relationship of Parties.**

- 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 by Mutual Agreement. This agreement may be terminated by the mutual agreement of the parties. Such termination shall be in writing, signed by both parties and shall include the conditions for termination, the effective date and in the case of termination in part, that portion to be terminated.
  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 Washington and it is agreed by each party hereto that this agreement shall be governed by the laws of the State of Washington 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 Snohomish County Washington

**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**

**JEFFERSON COUNTY**

  
David E. Magnenat Jr., Sr. Consultant

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David Sullivan, Chair

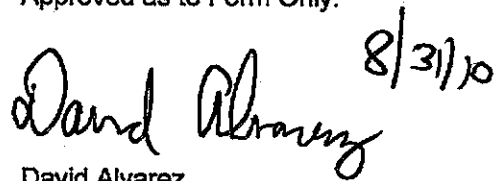
Date: 8/24/2010

Date: \_\_\_\_\_

Attest/Authenticated:

Approved as to Form Only:

Lorna Delaney, CMC  
Clerk of the Board

  
David Alvarez  
Deputy Prosecuting Attorney

# **ADCOMM Engineering Company**

*Bridging the Gap Between Operations and Technology®*

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July 28, 2010

Sheriff Anthony Hernandez, Jefferson County SO  
Assistant Chief Randy Coggan, Port Ludlow FD  
81 Elkins Road  
Port Hadlock WA 98339  
VIA EMAIL

**RE: Final Proposal for JEFFCOM CAD Project**

Dear Sheriff Hernandez and A/C Coggan:

This letter represents the final scope of work, incorporating the requested Board changes relayed to me yesterday. Please let me know as soon as the contract is signed and we can get underway!

## Scope

Determining user needs through face to face interviews is a critical element of success, and it is often difficult to conduct these interviews efficiently and in a condensed time period. By concentrating the user interviews into a single week, and provided Jefferson County handles the scheduling of the interviewees, we were able to reduce the overall amount of the proposal.

The major elements of the scope remain as follows:

1. Gather user requirements for a CAD system from representatives of law enforcement, fire/EMS, dispatch, and information technology/system support.
2. Evaluate user requirements.
3. Create a user needs analysis document.
4. Create a technical needs document for use in the cost benefit analysis.
5. Gather/refresh information on the following options: reset the current system; upgrade; or, partner with PENCOM or CENCOM
6. Perform a cost/benefit analysis using data gathered.
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ADCOMM's proposal is to perform the needs analysis for JEFFCOM stakeholders, including user agency executives, dispatch personnel, and IT support staff. Jefferson County will identify



Sheriff Hernandez & A/C Coggan  
July 28, 2010  
Page 2

and schedule the appropriate stakeholders for interviews within a single week in order to reduce consultant travel and cost.

We will also meet in person with CENCOM and PENCOM personnel to evaluate their systems, capability and capacity for partnership with JEFFCOM. These are intended to be exploratory discussions solely for the purpose of the cost/benefit analysis and to better inform our recommendation. ADCOMM will schedule these meetings.

Our intent is to deliver a draft report of the cost/benefit analysis findings and review it with you first. Following any input you and/or your staff may have, we would finalize the report and recommendation and present it to the Board at your convenience.

We estimate the project will take approximately 90 days from contract approval and notice to proceed. This time frame may be extended if contacts are not available, needed materials are not available in a timely fashion, and so on. Our earliest start date is August 16<sup>th</sup>, 2010.

We presented a proposal in November 2009 covering only the user needs assessment. The effort required for this expanded scope is considerably more, however we have maintained the same hourly rate from that proposal for this one. ADCOMM proposes to complete this project for a fixed price of \$22,360 payable upon completion of the JEFFCOM Board presentation. Please note that additional work outside the scope described here can be performed on approval by either of you and will be billed at our then-current time and materials rate.

Thanks you again for the opportunity to work with Jefferson County and JEFFCOM on this project.

Sincerely,

ADCOMM Engineering Company



Dave Magnenat, PMP

Senior Consultant