

CONTRACT FOR SERVICES

Entered into between the City of Portland, Bureau of Computer Services (hereinafter "City") and Level II, Inc., (formerly Level One, Inc.) a California corporation (hereinafter "Level II").

By their signatures below, both parties to this Contract acknowledge their mutual agreement with the following provisions.

1. This agreement shall be effective from July 1, 1980 through June 30, 1981.

2. The agreement is renewable in one year increments as specified in Paragraph Three (3).

3. This agreement shall be extended automatically each City fiscal year for additional like terms unless Level II shall terminate this contract by written notice to City not less than six (6) months prior to expiration or the City shall terminate this contract by written notice by and through the Director of Computer Services to Level II not less than ninety (90) days prior to expiration.

4. Prior to any renewal term Level II may increase prices hereunder upon at least six (6) months notice to City, setting forth the increased prices. Notwithstanding anything herein to the contrary contained, Level II shall not increase prices more often than once in any twelve (12) months period and no price increase shall exceed the lower of (a) Level II's then prevailing prices to other customers; or (b) the proportionate increase in the All-Urban Consumer Price Index between the effective date of the prior prevailing prices hereunder the date of Level II's notice of increase.

5. Either party may terminate the agreement during the contract term without recourse should the other party fail to comply with any of the contract provisions.

6. No amendment to this agreement shall be effective unless it is in writing and signed by both parties.

7. No term of provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the City. Any consent by the City to, or waiver of, a breach by Level II, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

8. Level II will provide a full-time, on-site Software Engineer at the Bureau of Emergency Communications to provide maintenance, enhancement, and support of the Computer Aided Dispatch (CAD) and Mobile Digital Terminal (MDT) Systems.

9. Level II shall provide to the Director of the Bureau of Emergency Communications upon request a statement presenting evidence of experience, qualifications, and ability to carry out the terms of this contract of any Level II Software Engineer proposed for assignment to the Bureau of Emergency Communications. Such assignment shall be subject to the Director's approval.

10. The Level II engineer will be responsible for establishing procedures and schedules for all other system's usage (i.e., compiling programs, testing, execution of batch jobs, CAD system, training mode, system's maintenance, etc.). Such procedures and schedules are subject to the approval of the Director, BOEC.

11. The Level II engineer will coordinate the management of the CAD/MDT system directly with the Director, BOEC.

12. The Level II engineer will coordinate training for systems malfunction contact personnel on each shift as designed by the Director, BOEC. If preliminary analysis indicates that a computational equipment component is faulty either the Level II engineer or the contact will invoke the services of the hardware maintenance contractor. If a software fault is responsible he will correct it or if responsibility cannot be readily determined, the Level II engineer will coordinate fault resolution and correction.

13. The Level II engineer will accept off-shift emergency maintenance calls seven days a week.

14. All emergency maintenance calls shall be placed by the Director, BOEC, Operations Director, BOEC, or BOEC shift supervisor.

15. Level II staff will comply with all security procedures required of BOEC employees.

16. Level II staff shall have access to the Kelly Butte premises seven days a week, 24 hours per day.

17. Attachment A contains major planned activities for the CAD/MDT Systems. Initiation, priority, modification, and deletion of any activities shall be the sole responsibility of the Director, BOEC. The schedule for these activities, Change Requests, and emergency maintenance shall not exceed the total hours for the Level II engineer covered by this contract.

18. Any additional task requiring software modification (i.e., CAD/MDT systems enhancement or maintenance) will be formally identified with a properly prepared, and BOEC Director approved, Change Request (CR).

19. The Level II engineer will complete these tasks in the sequence of the priority assigned to unincorporated Change Requests in the most recent CR priority memo subscribed by the Director of the BOEC or his duly appointed CAD/MDT system committee.

20. At the request of the Director of BOEC, the Level II engineer will prepare one or more reports identifying and describing the relative merits of possible candidate features for general enhancement.

21. Any source program changes made during the term of this contract will be documented to the current CAD/MDT systems' standard.

22. All programs designed or coded under this contract will be executable upon the CAD system's Sperry Univac Model V75 or the MDT system's V77.

23. Software configuration will be controlled/documentated via a periodic Level II originated Configuration Letter accompanied by a copy of all incorporated CR's it references.

24. The Level II engineer will take security copies as scheduled by the Director, BOEC of the entire suite of the system's software to hold the system free of serious damage from physical media damage or sabotage.

25. The regularly assigned Level II engineer will be away from Kelly Butte three weeks yearly. During this time, Level II will provide an alternate Software Engineer for emergency maintenance within 24 hours after an emergency call. For any other cause of absence, Level II will provide off-site emergency maintenance for a period not to exceed thirty (30) days.

26. The annual fee for the full-time on-site Level II engineer for the term beginning July 1, 1980, is \$90,000.

27. This fee shall be paid in twelve equal payments, which will be billed monthly for the succeeding month's services; such statements will include such documentation as required by the Director, BOEC.

28. Normal hours of attendance by the Level II engineer, not to exceed forty (40) hours per week, and variances from normal hours are subject to approval by the Director, BOEC.

29. The City of Portland will provide at no charge the Level II staff with the following facilities, supplies, and services.

a. Machine time on the CAD/MDT computational complexes as required to fulfill the terms of this contract.

b. Computer room office with desk, chair, filing and storage cabinets.

c. One additional CRT.

d. Two additional disk packs.

e. Stenographic services as determined necessary by the Director, BOEC.

f. Computer supplies (i.e., paper, printer ribbons, etc.)

g. General office supplies (i.e., form binders, labels, paper clips, rubber bands, stationary, etc.)

30. The services of the assigned Level II engineer shall not be contracted to any other party during the term of this agreement without the express written approval of the Director, BOEC.

31. Level II agrees, during the term of this contract, to maintain at Level II's expense all necessary insurance for its employees, including but not limited to, worker's compensation, disability, and unemployment insurance, and to provide the City with certification upon request.

32. Level II shall submit a monthly progress report to the City, not less than ten (10) days after the close of each calendar month. Each progress report shall describe the status of Level II's performance since the preceding report, including products delivered, and the progress expected to be made in the next succeeding period.

33. Level II will not subcontract or permit anyone other than Level II personnel to perform any of the work, services or other performance required of Level II under this contract without the written consent of the City.

34. The law of the State of Oregon, whether substantive or procedural, shall apply to this agreement. Each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations now or hereafter in effect. If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

35. The parties acknowledge that performance of this contract may result in the development of new proprietary concepts, methods, techniques, processes, adaptations, and ideas. The parties agree that the same shall belong solely and exclusively to the City, without regard to the origin thereof and that Level II will not, other than in the performance of this contract, make use of or disclose the same to anyone without the written consent of the City.

36. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts include but are not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters. However, the foregoing notwithstanding, if any delay in one party's performance excused herein continues more than thirty (30) calendar days, the other party may, at its option, terminate this agreement by giving thirty (30) day's written notice to the party whose performance is so delayed.

37. Upon termination or other expiration of this contract, Level II shall return to the City all papers, materials and other properties of the City in Level II's possession. In addition, Level II will assist the City in orderly termination of this contract and the transfer of all materials and property, tangible and intangible, as may be necessary for an orderly and undisrupted operation of the communications system. Level II charges for such assistance shall be those in effect for the services of the Software Engineer at the time the assistance is rendered.

38. In performance hereunder, neither the City nor Level II shall be liable to the other for any indirect, special or consequential damages.

39. Level II and the City each agree to indemnify the other against all losses, costs and expenses (including reasonable counsel fees) which the other may incur by reason of the breach of any term, provision, covenant, warranty or representation contained herein and/or in connection with the enforcement of this Agreement or any provision thereof.

40. Level II acknowledges that all material and information which has or will come into its possession or knowledge in connection with this contract or the performance thereof, consists of confidential and proprietary data, whose disclosure or use by third parties may be damaging. Level II, therefore, agrees to hold such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to employees requiring such information, and not to release or disclose it to any other party.

41. In the event that Level II, Inc. shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the City, this agreement shall terminate and be of no further force and effect and any property or rights of the City, tangible or intangible, shall forthwith be returned to it.

42. The City shall have the right, on thirty (30) days notice to Level II, to undertake any part of the services covered hereby to be performed by the City. To the extent that such services are being performed by the City, Level II shall be free from further liability for the quality or performance thereof.

43. Upon termination of this contract for any reason (including default by City) the City shall have the right immediately upon demand to obtain access to and possession of all its properties, including, but not limited to, current copies of all programs and necessary documentation, all files, intermediate materials and supplies held by Level II. Level II acknowledges that any failure or delay on its part in the delivery of such access and possession to City is and will be deemed willful and malicious and will cause irreparable injury to City, not adequately compensable in damages and for which City may have no adequate remedy at law, and Level II accordingly agrees that City may, in such event, seek and obtain injunctive relief in any court of competent jurisdiction.

44. Level II agrees to make available to the City all services necessary for an orderly takeover at the time of termination of the contract regardless of the reason for such termination, including but not limited to, providing all files defined by the City, providing all supplies and other properties of the City. Level II charges for such assistance shall be those in effect for the services of the Software Engineer at the time the assistance is rendered.

45. The Director, BOEC shall from time to time supply Level II with lists of personnel authorized to receive information in the possession of Level II. Level II agrees not to deliver any reports or information to any other personnel.

46. All of the prices, terms, warranties and benefits granted by Level II herein are comparable to or better than the equivalent terms being offered by Level II to any present customer. If Level II shall, during the terms of this contract, enter into agreements with any other customer providing greater benefits or more favorable terms, this agreement shall thereupon be deemed amended to provide the same to the City, at no additional cost.

Level II, Inc.
Joe Politi, President
3600 Pruneridge Avenue, Suite 170
Santa Clara, California 95051
(408) 248-5105

Mayor Connie McCready
City of Portland
1220 Southwest Fifth, #303
Portland, Oregon 97204
(503) 248-4120

Commissioner Mike Lindberg
City of Portland
1220 Southwest Fifth, #414
Portland, Oregon 97204
(503) 248-4145

Approved as to Form:

City Attorney

Dated this _____ day of June, 1980.

A. Computer-Aided Dispatch (CAD) System

1. Service Level:

The service level for the CAD system will be based on the results of performance monitoring when the hardware and software modifications currently in process have been completed. The effects on performance of any CAD modifications will be measured against this base level.

2. Proposed Modifications:

- a. OPERATING DOCUMENTATION -- The CAD system should be documented so that all operational functions can be performed by an Emergency Communications employee, such as a Programmer Aide, Computer Operator, or Data Entry Coordinator (may be a multi-year project).
- b. SOFTWARE DOCUMENTATION -- The CAD system is to be documented in such a manner as to provide system software training for new programmers, with the objective of making system support easily attainable and transferrable (may be a multi-year project).
- c. AVF ON-LINE UPDATE -- Capability to update Address Verification File on-line.
- d. REMOTE CAD TERMINALS -- Feasibility study for expansion of CAD system to provide roster and incident inquiry at locations outside Emergency Communications.
- e. CAD/MDT INTERFACE -- Provide feasibility study for direct computer-to-computer interface between the CAD and MDT systems.
- f. THT MODIFICATIONS -- Modify CAD Transaction History Tape to provide additional required data for MIS reporting.
- g. PORTLAND POLICE BUREAU REDISTRICTING -- Modify CAD system for new PPB district boundaries.
- h. AVF/CRISS ADDRESS FILE -- Coordinate with Bureau of Computer Services and make necessary CAD software and/or procedural modifications to ensure that CAD Address Verification File and CRISS Address File are synchronized.

B. Mobile Digital Terminal (MDT) System

1. Service Level:

The service level for the MDT system will be based on the performance report following software modifications necessary for expansion to 155 terminals. The effects on performance of any MDT modifications will be measured against this base service level.

2. Proposed Modifications:

- a. OPERATING DOCUMENTATION -- The MDT system should be documented so that all operational functions can be performed by an Emergency Communications employee, such as a Programmer Aide, Computer Operator, or Data Entry Coordinator (may be a multi-year project).

- b. SOFTWARE DOCUMENTATION -- The MDT system is to be documented in such a manner as to provide system software training for new programmers, with the objective of making system support easily obtainable and transferable (may be multi-year project).
- c. WASHINGTON DRIVER'S LICENSE INQUIRY -- Modifications to allow direct inquiry from MDT terminals on Washington Driver's Licenses.
- d. REMOTE MDT TERMINALS -- Feasibility study for expansion of MDT system to provide roster and incident inquiry.
- e. TRANSACTION HISTORY TAPE MODIFICATION -- Provide documentation on MDT Transaction History Tape in preparation for statistical/analytical data needs study.
- f. MDT EXPANSION -- Impact and analytical study of expansion of MDT system to up to 250 terminals.
- g. DIGITAL DISPATCH STUDY -- Provide modifications necessary for a model precinct study of digital dispatch, including addition of status changes for 10-23 and 10-8.
- h. MDT/CRISS INTERFACE -- Provide feasibility study for direct computer-to-computer interface between the MDT and CRISS system.

ORDINANCE No. 149803

An Ordinance authorizing a contract with Level II, Inc., beginning July 1, 1980, to furnish services for the Computer Aided Dispatch and Mobile Digital Terminal Systems to the Bureau of Computer Services at a cost of \$90,000, authorizing the drawing and delivery of warrants, waiving performance bond requirements, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:


- 1.) The Bureau of Computer Services requires the services specified in Exhibit A to ensure performance and integrity of the Computer Aided Dispatch (CAD) and Mobile Digital Terminal (MDT) Systems at the Bureau of Emergency Communications.
- 2.) Level II, Inc., (formerly Level One, Inc.) is familiar with the CAD and MDT systems and is the only firm capable of executing this contract.
- 3.) These services are urgently necessary for the public welfare to maintain current dispatching functions at the Bureau of Emergency Communications.
- 4.) Funds are available in the Fiscal Year 1980-81 budget for these services.

NOW, THEREFORE, the Council directs:

- a.) The Mayor and the Commissioner of Public Works hereby are authorized to execute a contract with Level II, Inc. for the services described in Exhibit A.
- b.) The Mayor and the Auditor hereby are authorized to draw and deliver warrants when demand is presented and approved by the proper authorities.

Section 2. In order that these services may be made available without unnecessary delay and disruption of continuity of service, an emergency hereby is declared to exist and this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **JUN 25 1980**
Mayor Connie McCready
Sara Fitzgerald/ea
June 9, 1980



Auditor of the City of Portland

2170
Calendar No. ~~2001~~

ORDINANCE No. 149803

Title

An Ordinance authorizing a contract with Level II, Inc. beginning July 1, 1980, to furnish services for the Computer Aided Dispatch and Mobile Digital Terminal Systems to the Bureau of Computer Services at a cost of \$90,000, authorizing the drawing and delivery of warrants, waiving performance bond requirements, and declaring an emergency.

JUN 18 1980

CONTINUED TO JUN 25 1980

JUN 13 1980

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By Gordon Bassell Deputy

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
Ivancie	/	
Jordan	/	
Lindberg	/	
Schwab	/	
McCready	/	/

FOUR-FIFTHS CALENDAR	
Ivancie	
Jordan	
McCready	
Schwab	
Goldschmidt	

INTRODUCED BY
Mayor Connie McCready

NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <i>CMA</i>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau: Computer Services
Prepared By: Sara Fitzgerald Date: 6/9/80
Budget Impact Review: <input checked="" type="checkbox"/> Completed <input type="checkbox"/> Not required
Bureau Head: <i>Sara Fitzgerald</i>

NOTED BY
City Attorney
City Auditor
City Engineer <i>[Signature]</i>