

JOHNSON COUNTY, KANSAS

CAD INTEROPERABILITY SYSTEM USE AGREEMENT

_____, 2010

PURPOSE:

The purpose of this CAD Interoperability System Use Agreement (“Use Agreement”) is to adopt guidelines, agency responsibilities, and operating principles for the Computer Aided Dispatch (CAD) Interoperability System (CADIS) which is envisioned to create an effective CAD information sharing and transactional environment between public safety jurisdictions operating disparate CAD systems. The goal of CADIS is to improve incident and resource situational awareness by participating public safety agencies and to enhance the effective and timely deployment of appropriate emergency responder resources available through multiple public safety jurisdictions. This Use Agreement does not authorize a public safety agency to provide dispatching services to another public safety agency without its express consent.

BACKGROUND:

Johnson County Emergency Communications Center (ECC) has facilitated discussion and research with all Public Safety Answering Points (PSAPs) agencies in Johnson County to identify the need and requirements for interfacing disparate CAD systems to provide for dispatcher interoperability and for enhancements to public safety service delivery within the county. The discussion expanded to include PSAPs in Kansas City, Missouri and to consider regional CAD interoperability to complement radio communications and 911 system interoperability amongst the region’s PSAPs. The Mid-America Regional Council’s (MARC) Public Safety Communications Board supported the concept of regional CAD interoperability and also supported the formation of a CAD Interoperability Executive Committee that would be appointed by the Board and operate under existing Interlocal Cooperation Agreements between member MARC government bodies.

The ECC coordinated the issuance of a Request For Proposal in 2009 for a vendor to provide a middleware solution for CAD interoperability. Representatives of Overland Park Police and Overland Park Information Technology, Johnson County Sheriff, Lenexa Police Department, Kansas City, Missouri Police and Fire Departments, MAST Ambulance, and Johnson County Information Technology Services (ITS) participated in the evaluation of the vendor RFP responses and in the selection of a vendor. The ECC will be the contracting and hosting agency for the CADIS hardware and software components and will share primary responsibility with Johnson County ITS for Project Management, project implementation, on-going system maintenance and administration of the components installed in the County Communications Center (CCC) in Olathe, Kansas and at other server back-up locations within Johnson County. The ECC will be

responsible for the funding of the relevant software, implementation services and software maintenance required to enable the Overland Park based Intergraph CAD system to connect to and exchange information with the CADIS servers, and for the costs associated with enabling the ECC based TriTech CAD system to connect to and exchange information with the CADIS servers. The ECC will be responsible for the administration of 911 funding from Johnson County agencies for CADIS system maintenance.

GOVERNANCE:

A CADIS Steering Committee comprised of public safety agencies operating CAD systems in Johnson County, Kansas and Kansas City, Missouri was formed to develop the functional requirements and general operating policies and procedures for CADIS. That Committee will serve as the steering committee and governance body for CADIS until such time as it is incorporated into the CAD Interoperability Executive Committee appointed by the MARC Public Safety Communications Board. The CADIS Steering Committee is chaired by the ECC Director and will meet as needed to further the development and implementation of the CADIS Project. Steering Committee membership shall include one (1) voting member from each participating public safety agency, and additional non-voting representatives from agencies.

The CADIS Steering Committee will establish policy guidance and oversight concerning: business rules and interagency exchange of information; system design, configuration and acceptance testing of system software; change order management; inclusion of additional agencies in the CADIS system; resolution of interagency disputes; adoption of cost-sharing policies for system maintenance and enhancements; imposition of any sanctions for violation of this Use Agreement, and appointment of the Project Management Team for CADIS implementation and of other sub-committees as needed to address technical and operational subjects. Any Steering Committee action that will result in an unplanned cost impact upon a member agency will require the written consent of the affected agency.

AGENCY PARTICIPATION:

Phase I of the CADIS project includes the two (2) Host CAD Systems, the Intergraph CAD system administered by the City of Overland Park and the TriTech CAD system administered by the ECC. PSAPs utilizing the Overland Park hosted Intergraph CAD system servers will each have membership on the CADIS Steering Committee unless an agency formally declines participation in CADIS. Phase II of the CADIS project will include participation of the Lenexa Police Department CAD system, Kansas City, Missouri Police and Fire Department's CAD system, and MAST Ambulance CAD system. Other public safety agencies may participate in the CADIS system upon approval of the CAD Interoperability Steering Committee or its successor committee formed under the MARC governance structure.

Execution of this Use Agreement requires formal approval and execution of this Use Agreement by each Host CAD System's governing body. Participating agencies utilizing a Host CAD System are not required to execute this Agreement and may participate in CADIS governance as described in this Agreement. To participate in Phase II, formal approval and execution of this Agreement by each Phase II participant's governing body is required.

An agency authorized to join CADIS after completion of Phase I of the project will be responsible for all costs to establish network access and connectivity to CADIS equipment and networks, and for software, hardware, and any services to establish access to or provide an information exchange between another agency's CAD system and CADIS. If an agency's participation will result in increased CADIS software licensing fees due to increased volume of transactions or for other cause, that agency may be required to pay in full or part for the increased software license and maintenance fees.

Participating agencies will plan for and implement CAD software and hardware upgrades in their CAD systems as needed to ensure continued access to CADIS and to prevent interruption of CADIS service to other agencies. If a participating agency determines it is unwilling or unable to implement hardware or software upgrades necessary to ensure continued access to CADIS, it shall give notice of withdrawal as provided in the paragraph titled "Agency Withdrawal," below. ECC will plan for and implement any necessary CADIS hardware and software upgrades.

An agency authorized to join CADIS will have representation on the governance body and collaborate with other participating agencies in the establishment of operating policies and procedures that further the stated goals of the CADIS system. Costs for the Lenexa Police Department to join CADIS may be provided in part or full through Johnson County 911 funds, depending upon availability of funds.

AGENCY WITHDRAWAL:

Prior to withdrawing from CADIS, an agency shall provide written notice to the CADIS Steering Committee of its intent to withdraw setting forth the reasons for withdrawal. The Steering Committee or its designated representative(s) and the agency seeking to withdraw shall meet within thirty (30) days of the date such notice was received by the Steering Committee. The parties shall make a good faith effort to resolve any disputes and to address the reasons for the agency's intended withdrawal. If the agency is not satisfied with the proposed resolution, then the agency may withdraw its participation from CADIS with 90 days written notice to the CADIS Steering Committee, and will be responsible for any costs and services associated with its disassociation from the system. Such costs and services shall not include any initial acquisition costs of CADIS hardware and software.

CONFIDENTIALITY AND INFORMATION ACCESS:

Any organization and its members having access to CADIS understand and agree that information accessed and received from that system may be used only for official business purposes and may not be used for personal or unauthorized uses. Access and dissemination of information accessed through CADIS will comply with the Federal Bureau of Investigation Criminal Justice Information Services (FBI CJIS) Security Policy and misuse of such information may invoke the penalties established by law and CJIS regulations.

Agencies that are authorized access to CADIS understand and agree that each agency is responsible for authorizing and administering access to the CADIS system by its members and for controlling usage and any modification of information in CADIS by its members. Each participating agency in CADIS retains control and ownership of all information entered into CADIS via its CAD system, and is responsible for controlling access to their information by members of other participating agencies through establishment of information filters in their CAD system and/or in the CADIS system. Information entered into CADIS by an agency may be modified only by the entering agency.

A participating agency may request assistance from the ECC to administer CADIS software filters and controls to restrict access to that agency's CAD information by other system users. Such assistance may be provided with or without charge as determined by mutual agreement between the parties.

Access to information in CADIS may only be released by the agency having ownership of the information.

CADIS SYSTEM IMPLEMENTATION AND ADMINISTRATION:

Designated ECC and Johnson County Information Technology System (ITS) staff will be responsible for Project Management, and for the implementation, administration, maintenance and security of the CADIS hardware and software located at the CCC and any back-up server site. Responsibility for the administration of the Intergraph CAD system will remain the responsibility of the City of Overland Park as will the administration of Application Programming Interface (API) software and hardware provided to the City. County staff may assist in administration and technical support of project provided software and hardware as mutually agreed upon between the County and City. However, the City will be responsible for providing primary technical support for its hosted Intergraph CAD system.

Other agencies authorized to access CADIS after completion of Phase I of the project are responsible for the administration, operations, technical support, funding, security, and maintenance of their CAD system and for obtaining any software, hardware, network connectivity and services to access CADIS.

USER ACCESS:

Each agency operating a CAD system and participating in CADIS shall appoint a System Administrator who will be responsible for the management of agency user access to CADIS which shall be through the agency's CAD system or portal software. The System Administrator(s) of each agency will have access to the CADIS system to administer security and information filtering functions to control access to that agency's data by other participating agencies. The System Administrator shall also provide for necessary training in the use of CADIS for that agency's employees.

SANCTIONS:

A participating agency that violates a provision of this Use Agreement with regard to accessing, sharing, disseminating or using information obtained through CADIS may lose access to CADIS upon two-thirds majority recommendation of the Steering Committee membership. An agency in such a violation will be provided a thirty (30) day notice of the violation and the opportunity to correct it. Failure to correct the violation within the time period will result in termination of access to CADIS by the agency. In situations where the CAD or other systems of an agency is causing disruption or interference with the proper operation of CADIS and/or of another agency's CAD system, ECC staff may disconnect access to CADIS until the problem causing disruption or interference is resolved.

CHANGES TO USE AGREEMENT:

Participating agencies may propose changes to this Use Agreement, and the CADIS Steering Committee may approve such changes with a two-thirds majority vote. Each agency may have its own CAD usage and operating policies to supplement this Use Agreement but such policies may not relax the provisions of this Agreement.

NOTICES:

Notices under this Use Agreement to the CADIS Steering Committee will be deemed to have been given when either delivered or if mailed, by postage prepaid mail, to:

Johnson County Emergency Communications Center
Attn. Walt Way, Director
11880 S. Sunset Drive
Olathe, KS 66061

Notices under this Use Agreement to participating agencies will be deemed to have been given when either delivered or if mailed, by postage prepaid mail, to the address information set forth on such participating agency's signature page.

AGENCY AGREEMENT TO COMPLY WITH THIS USE AGREEMENT

The governing body of the below listed agency agrees to participate in CADIS in accordance with the terms and conditions of this Use Agreement.

City of Overland Park, Kansas

Board of County Commissioners of
Johnson County, Kansas

Carl Gerlach, Mayor

Annabeth Surbaugh, Chairman

ATTEST:

ATTEST:

Marian Cook, City Clerk

Casey Joe Carl, Clerk of the Board

Date: _____

Date: _____

APPROVED AS TO FORM:

John J. Knoll
Senior Assistant City Attorney

Agency Notice & Contact Information:

Agency Notice & Contact Information:

Name: _____

Name: Walt Way

Title: _____

Title: Director

Address: _____

Address: _Johnson County Emergency
Communications Center

11880 S. Sunset Drive

Olathe, KS 66061

Telephone: _____

Telephone: (913)826-1010

Facsimile: _____

Facsimile: (913)826-1018

E-mail: _____

E-mail: wway@jocogov.org

AGENCY AGREEMENT TO COMPLY WITH THIS USE AGREEMENT

The governing body of the below listed agency agrees to participate in CADIS in accordance with the terms and conditions of this Use Agreement.

Agency

Signature

Printed Name & Title Date

Agency Notice & Contact Information:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____