



City of Grand Island

Tuesday, April 12, 2016

Council Session

Item G-6

**#2016-80 - Approving GeoComm 911 GIS Maintenance Contract
Renewal**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Director of Emergency Management
Meeting: April 12, 2016
Subject: GeoComm GIS Maintenance Contract Renewal
Presenter(s): Jon Rosenlund, Director of Emergency Management

Background

The Emergency Management Department contracts with GeoComm for 911 phone system data maintenance that corresponds to the 911 mapping system used in the Emergency Center. Council is presented with the renewal of this contract and requested approval for the Director to sign that contract on behalf of the Department.

Discussion

The Emergency Management Department contracts with GeoComm for 911 phone system data maintenance that corresponds to the 911 mapping system used in the Emergency Center. This contract is for five years and paid annually. Total cost of the contract is \$35,962.00, which is the result of 5 annual payments ranging from \$6,773.00 in 2016 to \$7,839.00 in 2020. Services rendered through this contract include the management of the Master Street Address Guide (MSAG) and Automatic Location Identification (ALI) used to properly map 911 calls. The regular maintenance of this data is required for proper 911 location services. Costs for this service are paid through the 911 Landline Surcharge collected by Hall County and deposited in the 215 Fund within the City for 911 expenses.

Council is presented with the renewal of this contract and requested approval for the Director to sign that contract on behalf of the Emergency Management Department.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date

4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve this contract.

Sample Motion

Move to approve the GeoComm GIS Maintenance Contract.

GIS Data Maintenance Agreement

This Maintenance Agreement ("the Agreement") is made by and between **Hall County** ("the Customer"), organized under the laws of the State of Nebraska and **Geo-Comm, Inc.** ("GeoComm") a Minnesota corporation with its principal offices at 601 West St. Germain Street, St. Cloud, MN, 56301.

In this agreement the party who is contracting to receive the professional services shall be referred to as "the Customer," and the party who will be providing the services shall be referred to as "GeoComm."

GeoComm has an established background in communications engineering, geographic information systems development, cartography, software development and professional project management and is willing to provide those services to the Customer based on this background. The Customer desires to have services provided by GeoComm.

Therefore, the parties agree as follows:

Section 1 - Description of Service and Limitations of Exhibits

Beginning upon contract signing, GeoComm will provide the goods and services (collectively the Services) described in Exhibit A and attached and incorporated herein by reference, and shall be referred to as "the Exhibits." The Services are further explained in the Exhibits and include, without limitation, explanation concerning the following:

- GIS Data Maintenance Services (Five Years)

Section 2 - Payment

The Customer shall pay a fee to GeoComm of **\$35,962.00** for five years services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm annually as follows:

\$6,773.00 to be invoiced May 1, 2016
\$6,773.00 to be invoiced May 1, 2017
\$7,111.00 to be invoiced May 1, 2018
\$7,466.00 to be invoiced May 1, 2019
\$7,839.00 to be invoiced May 1, 2020

Services under this agreement will be provided from **May 1, 2016 through April 30, 2021.**

Section 3 - Termination

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement for violation of the material terms of this Agreement and failure to cure any deficiency within a reasonable time after notice thereof. In the event of termination for just cause by the Customer, GeoComm shall refund all amounts received to that point. In the event of termination for just cause by GeoComm, the Customer shall forfeit any funds paid and return any software and hardware received.

Section 4 - Relationship of Parties

The parties understand that GeoComm is an independent contractor and not an employee of the Customer.

Section 5 - Disclosure

GeoComm is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of the Customer. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any activity that GeoComm may be involved with, on behalf of the Customer.

Section 6 - Employees

GeoComm's employees and agents, if any, who perform services for the Customer under this Agreement, shall also be bound by the provisions of this agreement.

Section 7 - Injuries

GeoComm acknowledges its obligation to obtain appropriate insurance coverage for the benefit of GeoComm and its employees. GeoComm waives any rights to recover damages from the Customer for any injuries that GeoComm and/or its employees may sustain while performing services under this agreement and that are a result of the negligence of GeoComm or its employees or agents.

Section 8 - Indemnification

GeoComm agrees to indemnify and hold the Customer harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against the Customer that result from the acts or omissions of GeoComm and/or its employees or agents.

Section 9 - Insurance

GeoComm shall obtain comprehensive general liability and workers compensation insurance for both personal injury and property damage with limits no less than those required under Customer State law. All policies shall not be cancelled, materially changed, or not renewed without thirty days prior notice thereof to the Customer. Minimum limits for GeoComm liability insurance shall be in the amount of \$1,000,000.00 for any number of claims arising out a single occurrence under a single limit or combined limit or excess umbrella general liability insurance policy. GeoComm shall additionally obtain Worker's Compensation Insurance extending coverage to all its employees.

Section 10 - Data Confidentiality

GeoComm agrees to review, examine, inspect or obtain Customer data only for the purposes described in this agreement, and to at all times hold such information confidential. The obligation to protect the confidentiality of confidential information disclosed to the other party shall extend for a period of five (5) years following disclosure and shall survive early termination of this Agreement. All data, whether digital or hard-copy, provided to GeoComm by the Customer shall remain the legal property of the Customer, and shall not be distributed, sold or utilized by GeoComm for any purposes other than those defined in this contract, without the express permission of the Customer.

Section 11 - Nondiscrimination

During the performance of this Agreement, GeoComm agrees that no person shall, on the grounds of any status protected by law, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Section 12 - Assignment

GeoComm's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Customer, which consent shall not be unreasonably withheld.

Section 13 - Notices

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Hall County

Jon Rosenlund, Emergency Management Director
100 East First Street, Grand Island, NE 68803
Phone (308) 385-5360 Fax (308) 385-5378 E-mail jonr@grand-island.com

GeoComm

Shirley Simon, Contracts Manager
601 West St. Germain Street, St. Cloud, MN 56301
Phone (320) 281-2168 Fax (320) 240-2389 E-mail ssimon@geo-comm.com

Section 14 - Entire Agreement

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties.

Section 15 - Amendment

This Agreement may not be modified or amended unless the amendment is made in writing and is signed by both parties.

Section 16 - Ownership

It is agreed by and between the parties that all products created as a result of this contract will be the sole property of the Customer. With the exception of GeoComm's proprietary software products, all products created and delivered under this agreement may be used, altered and distributed at the Customer's discretion.

Section 17 - Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Section 18 - Laws to Be Observed

GeoComm shall keep fully informed of all Federal and state laws; all regulations pertaining to the Occupational and Safety Hazards Act (OSHA); all local laws, ordinances and regulations; and all orders and decrees of bodies and tribunals having any jurisdiction or authority, which in any manner affect the conduct of work.

Section 19 - Applicable Law

If there is any dispute concerning this agreement, the laws of the state of Nebraska apply. Proper venue and jurisdiction for all lawsuits, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof shall be in the courts of the state of Nebraska.

For Hall County

By:

Date:

Signature/Title

For GeoComm

By:

Date:

Heather Hoskins

Heather Hoskins/Controller

3-23-16

GeoComm will provide Hall County, Nebraska with the following maintenance services:

- * Digital Map Updates (wireline)
- * Digital Map Updates (wireless)
- * Master Street Address Guide (MSAG) and 9-1-1 Database Updates

GIS map data maintenance (wireline layers)

GeoComm will use hard copy, digital resources, MSAG, and ALI databases provided by Hall County to update the map data layers for plotting wireline 9-1-1 calls. As needed, GeoComm will:

- Update the road centerline layer with additions, deletions, and corrections
- Update the Emergency Service Zones (ESZ) layer, as well as associated law, fire, and medical boundary layers when updates are requested
- Update the community boundary layer when there are annexations
- Update other existing additional layer(s) (if available) (e.g. railways, water features, hazardous sites, etc.)
- Complete regular and proactive quality control on all map layers used for wireline 9-1-1 call plotting
- Upload data to Nebraska Public Services Commission (PSC) Data Repository
- Provision updated map data to GeoLynx

Notes: If requested, GeoComm can provide Hall County with up to two hardcopy maps, no larger than 36" x 36", per annual agreement. Additional charges may apply if custom labeling or annotation layer development is required.

Deliverables

- Updated map data layers provided as frequently as monthly for use in your public safety software mapping systems
- Updated map data layers uploaded to the Nebraska PSC Data Repository as frequent as quarterly
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly

Phase I wireless layers maintenance

GeoComm will update the wireless sector/omni coverage and tower layers based on hard copy or digital resources provided by Hall County for plotting wireless 9-1-1 calls. As needed, GeoComm will:

- Add new sector or omni coverages
- Attribute new sector or omni coverages with unique ID, sector ID, sector number, wireless company name, and radius
- Update sector or omni coverage attributes with current wireless information
- Change omni coverages to sectors
- Change sector orientation of cellular coverages
- Change sector or omni coverage radius
- Add new tower locations
- Complete regular and proactive quality control on all map layers used for wireless Phase I 9-1-1 call plotting

- Review quarterly wireless spreadsheet from the Nebraska PSC and update the wireless Phase I sector layer as needed for each county. This may include adding or removing wireless sectors, updating wireless Phase I unique IDs, or adjusting sector orientation
- Report potential wireless data errors to the Nebraska PSC if found in the quarterly wireless spreadsheet that is compiled from wireless providers
- Provision the updated layer to GeoLynx

The following essential resources must be provided when updates to the wireless sector/omni coverage layer are requested to ensure a complete and accurate updates.

- Coverage maps from each wireless provider
- Call logs from the GeoLynx dispatch mapping software
- Wireless routing sheets from each wireless provider which include:
 - Latitude/Longitude coordinates of the tower
 - Coverage Type: Omni or Sectorized. If the tower is sectorized provide azimuth/orientation and sector bandwidth
 - Unique ID
 - Sector ID
 - Sector Number
 - Wireless Company Name
 - Radius

Deliverables

- Updated wireless sector/omni coverage and tower layers provided as frequently as monthly for use in the customer's public safety software mapping systems.
- If GeoLynx software is in place, as frequently as monthly, GeoComm will compare call log information to the existing layers and subsequently update the data as needed.

MSAG maintenance and ALI Database Support

GeoComm updates and manages Hall County's MSAG based on provided resources to ensure ongoing synchronization with the county's GIS map data and ALI database. As needed, GeoComm will:

- Submit MSAG updates to Hall County's database provider when new roads are added, roads are changed, roads are deleted, ESZs are changed
- Assist in the resolution of MSAG discrepancies, as provided by the database provider (overlaps with other MSAG entries)
- Assist in the resolution of inconsistencies between the MSAG and map data
- Assist in the resolution of ALI database records that do not match the MSAG
- Request new Emergency Service Numbers (ESNs) from the database provider when new ESZs are created

Synchronization of the Hall County MSAG, ALI database, and GIS map data is crucial in a 9-1-1 environment. GeoComm will also complete periodic reviews of these three elements to ensure they are synchronized. The customer must provide the MSAG and ALI databases in order for GeoComm to complete these reviews. If needed, GeoComm will make any updates to the GIS map data and MSAG and recommend changes to the ALI database based on these reviews to increase synchronization levels.

Note: No more than four comparisons of the MSAG, ALI database, and GIS map data will be completed in one calendar year.

Deliverables

- MSAG updates submitted to your database provider as changes are needed.
- Synchronization comparison results between the ALI database, MSAG, and GIS that are determined from the comparison completed as frequently as quarterly.
- Recommended updates submitted to your database provider, as needed.
- Make GIS map data updates, as needed.

GeoComm reserves the right to revise the scope of work and pricing as new requirements emerge from the state of Nebraska's NG9-1-1 project.

Contact **GIS Maintenance Bureau** for assistance with your GIS maintenance needs

Phone 1.844.282.4507

Email gis@geo-comm.com

RESOLUTION 2016-80

WHEREAS, the Grand Island Emergency Center receives and dispatches for emergency 911 services for Hall County; and

WHEREAS, the current contract with GeoComm for maintenance of GIS data such as MSAG and ALI is about to expire; and

WHEREAS, accurate GIS data such as MSAG and ALI is vital to accurately locate and display 911 calls in Hall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to authorize the Director of Emergency Management to renew the GeoComm GIS Maintenance Contract for services provided from May 1, 2016 to April 20, 2021.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 12, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 8, 2016	☐ City Attorney