



City of Grand Island

Tuesday, September 24, 2013

Council Session

Item G-9

#2013-314 - Approving Public Safety Technology Interlocal Agreement with Hall County

Staff Contact: Steven Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: September 24, 2013

Subject: Public Safety Software Interlocal Agreement

Item #'s: G-9

Presenter(s): Steven Lamken, Police Chief

Background

The City and Hall County have shared public safety software (Spillman) for many years under an Interlocal agreement in which Hall County serves as the contracting government for the software. This Interlocal agreement has worked well in providing a shared public safety information system. The Grand Island Fire Department is expanding their use of the public safety system and the Interlocal agreement is in need of updating.

Discussion

The City and Hall County have a shared public safety software system that is provided under an Interlocal agreement. Hall County serves as the contracting agency with the software vendor, Spillman Technologies Inc., and provides software and services to the City under the Interlocal agreement. This has worked well in creating a shared public safety information system for the City and the County.

The Grand Island Fire Department is expanding their use of the public safety system. The Interlocal agreement is in need of updating. The agreement has been reviewed by the Police Department and the City Legal Department. The new Interlocal agreement provides for the changes occurring in the system and provides for continued operations of the shared information system.

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 and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

Sample Motion

Move to approve and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT RECORDS MANAGEMENT AND
COMPUTER AIDED DISPATCH
BY AND BETWEEN
THE COUNTY OF HALL AND
THE CITY OF GRAND ISLAND

THIS AGREEMENT, made and entered into this ____ day of _____ by and between the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County", and the City of Grand Island, a municipal corporation and a political subdivision of the State of Nebraska, hereinafter referred to as the "City", WITNESSETH:

WHEREAS, the County owns, operates, and maintains a computerized law enforcement records management database and network system, based upon Spillman technologies, Inc. software, for use by the Hall County Sheriff and Hall County Department of Corrections; and

WHEREAS, the County is willing to provide to the City internet and e-mail services, law enforcement records management and computer aided dispatch data services, and software sublicenses as set forth herein; and

WHEREAS, the city desires to contract with the County for the above-described services and sublicenses under the terms and conditions set forth herein.

NOW, THEREFORE, the parties mutually covenant and agree as follows:

I. Definitions: As used herein, the following terms shall have the following definitions.

- A. "Job-specific Software" means the integrated law enforcement/emergency services/emergency communications software package utilized pursuant to this agreement. The initial job-specific software shall be law enforcement software published and/or licensed by Spillman Technologies, Inc., to wit: The job-specific software modules to be utilized are; hub; jail management; traffic; vehicle/personnel; CAD; Picture Link; Law Records; Laptop; Field Reporting; Live Scan Fingerprint Interface; Summit Emulator; E911; NFS Maestro; Mobile, Geobase; OBDC; and Business Objects Crystal Reports Server.
- B. "LAN" means a local area computer and data network.
- C. "Primary LAN" or "Primary Local Area Network" means the County's local area network.
- D. "Shared Job-specific Software" means job-specific software shared by all County and City agencies authorized to enter or change data within the integrated law enforcement, emergency services, and 911 computer software packages.
- E. "System." Shall mean the County's primary LAN, the network and job specific software, and the shared databases.
- F. "User," for purposes of the job-specific software shall mean a person authorized to log onto the network system and make changes to the job-specific software database(s). For all other purposes, "User" means a person authorized to log onto the County's Primary LAN.

II. Term. This agreement shall commence on the date last executed by the parties hereto for a period of one year. Said agreement shall automatically renew annually for a period of one year

unless written notice of the non-renewal is provided by the non-renewing party to the other party not less than 90 days prior to the expiration of the then current term.

III. County Responsibilities. The County shall provide:

- A. A network structure for the operation of the City's Police Department LAN through connection of the City's Police Department LAN to the County's Primary LAN.
- B. Except as provided in Article IV, all network and Shared Job-specific Software required for operation of an integrated law enforcement/emergency dispatching database.
- C. Except as provided in Article IV, software support as available through the software publishers and/or licensors.
- D. E-mail access through the County's primary LAN.
- E. System account management and reports to City's department heads as requested.
- F. Non-Shared Job-specific Software and sublicenses as requested by the City.
- G. Technical staff to troubleshoot the network and shared servers.

IV. City Responsibilities.

- A. All personal computers and workstations, including mobile terminals and radio transceivers, required for City's operations, initial software licenses for operating systems and office suite, and all necessary hardware and software for operation of the City's Police Department LAN. Said hardware and software shall meet the minimum specifications and requirements required by the publishers of the Shared Job-specific Software and the County's Primary LAN system.
- B. All data entry required to input City's data into the shared databases and into the City's individual databases, if any.
- C. Appropriate fiber optic cables, switches, and routers necessary to connect the City's Police Department LAN with the County's primary LAN.
- D. Support and maintenance of the City's hardware, software (including public safety RMS modules) and the data link to the City.
- E. Training for City's staff for software purchased shall be determined by the City at the appropriate time and by individual(s) of the City's choosing.

V. Consideration. In consideration of the services provided by the County, the City shall pay to the County on an annual basis the fees and assessments as set forth herein:

- A. A Network assessment consisting of a pro-rata assessment based on the number of city-authorized Primary LAN users to the total Primary LAN users. Said assessments shall be calculated based upon the cost of anticipated Primary LAN hardware and software additions, replacements, upgrades, maintenance, support and repairs.
- B. A job-specific software assessment consisting of a pro-rata assessment based on the number of city-authorized shared job-specific software users to the total number of shared job-specific software users. Said assessments shall be calculated based upon the cost of anticipated software additions, replacements, upgrades, maintenance, and support. Said job-specific software assessment shall also include an assessment for

job-specific software obtained at the request of and utilized solely by a city agency or department. In such cases, the assessment shall be an amount equal to 100% of the cost incurred by the County. Provided, however, assessments will be made pro rata on a per-user basis for any software licensed on a per-user basis.

- C. The number of users shall be audited and determined annually by the end of June. Fees and assessments shall be billed to the City through invoices after the budget for that fiscal year has been estimated. Said amounts shall be paid by the City to the County in equal quarterly payments of one-fourth the annual assessment. Note that the first three invoices annually are based on per-budget estimated costs and the fourth invoice is the remainder of the actual per-expenditures cost and as such the fourth invoice annually may vary from budget estimate.

VI. Network Availability. The County's LAN will be available as set forth in this Article.

- A. The County shall take reasonable measures to ensure availability and operation of the system twenty-four hours a day, seven days a week. The County shall provide support staff to be contacted in the event that the City requires assistance. A list of such personnel will be required, and also locations at which said staff can be reached.
- B. The County reserves the right to schedule preventative maintenance on all systems. When possible, preventative maintenance will be scheduled in advance and attempt to minimize impacts on both parties. The County will make reasonable attempts to schedule software and hardware upgrades to minimize the impact on the City's operations. Scheduled maintenance may result in loss of service to the system for a period of time.
- C. Emergency maintenance will be coordinated with the City.

VII. Data Access.

- A. The County shall allow the City access to computer programs and stored data for which licensing has been purchased by the City or on behalf of the City. Access to the City's data and County's law enforcement and Corrections data will be established and directed by the County in cooperation with the City. Data entered into the system by the parties shall become a part of the shared database, shall be subject to maintenance and archival procedures as determined by the County in cooperation with the City.
- B. Access to the job-specific software modules and databases shall be limited to the City's and County's law enforcement/criminal justice and emergency services agencies. Said agencies shall provide access to the dissemination of such data only to the extent required by the Nebraska "Security, Privacy, and Dissemination of Criminal History Information Act," Neb.Rev.Stat. §§ 29-3501, et seq., and Neb.Rev.Stat. §§ 84-84-712 through 84-712.09.
- C. Neither party shall sell, give, loan, lease or otherwise transfer title, possession, or allow the access or use of any of the shared data or screens by any person, firm, corporation or other entity without prior written approval of the other party.
- D. The County may limit, control or prioritize the access to the shared databases to the extent necessary for scheduled shutdowns for backups or maintenance and unscheduled shutdowns due to hardware or software malfunctions. The County shall,

whenever possible, provide advance notice to the City of all scheduled shutdowns for backups and maintenance.

VIII. Security. The County shall provide authentication, Internet, and job-specific software security. The City shall be responsible for securing its own computers against all unauthorized access.

- A. The City, as well as the County, will take measures to prevent unauthorized third party indirect access to the County's LAN and shared databases. Should unauthorized use of either party's access occur, any damages or costs of litigation including attorney's fees incurred by either party shall become the financial responsibility of the party whose system was accessed.
- B. Each user shall be assigned a unique user account with a unique password. Sharing of accounts within an agency is prohibited.
- C. Employees of the parties shall utilize the job specific software and shared database solely for law enforcement, corrections, and emergency dispatching purposes.

IX. Backups/Disaster Recovery. The County shall backup the system databases to tape on a nightly basis. The tapes shall be saved for a period of 120 days and then rotated. The County will not maintain information longer than this period unless an extended period is requested by the City. The expense of any such City-requested extended backup shall be borne by the City.

X. Use of Software. The use of the job-specific and network software shall be in accordance with the licensing policies of the publishers.

XI. Configuration and Addressing. The City will be responsible for setting up and configuring the Police Department's LAN, workstations and related hardware for Internet and e-mail processing to the County's server using specifications, computer addresses and identification assigned by the County's network administrator.

XII. Configuration Management. All configuration changes to the County's LAN will be made by the County who will consult with the City. The City shall be responsible for all configuration changes to its personal computers and workstations.

XIII. System Advisory Committee. The parties shall establish a Law Enforcement Interlocal Committee, hereinafter referred to as the "Committee," as herein set forth.

- A. The Committee members shall consist of the following:
 - 1. Police Chief, Grand Island Police Department
 - 2. Hall County Sheriff
 - 3. Director, Hall County Department of Corrections
 - 4. One member of the County Board of Supervisors
 - 5. City Administrator or designee
 - 6. City Council Member
 - 7. The Director of the City-County Emergency Dispatching Agency
 - 8. Hall County IT Director
 - 9. Grand Island Fire Department Chief or designee

No System Advisory Committee meeting can be held with less than five (5) voting members present. It shall also take five (5) affirmative votes of the Committee to take any action.

- B. The Committee shall meet at least once each calendar quarter with the County's System Administrator, who shall advise the committee regarding the system status; system maintenance; configuration changes; hardware and software upgrades; system planning; and recommended management of the system.
- C. Any member may designate an individual, who must be a full-time employee of either the City or the County, to serve as an alternate who shall be authorized to participate and vote on behalf of the principal member.
- D. The Committee shall provide recommendations regarding the operation of the job-specific data network systems. Those recommendations shall be considered along with input of the Hall County IT Committee when implementing changes.

XIV. Data Ownership. The County and the City shall jointly own data stored within the shared computer systems. All other agency-specific data shall remain the data of the agency which input such data into the databases.

XV. Transfer of Data upon Termination. Upon termination of this agreement and written request by the City, the County shall transfer the City's data and a copy of the jointly owned data in accordance with the City's requested format instructions. The costs of such transfer shall be the responsibility of the City.

XVI. Implementation. Upon execution of this agreement, the parties shall take such actions as necessary to implement this agreement within a reasonable time thereafter.

XVII. Warranties. The services, software, and hardware provided hereunder are provided without any express or implied warranties except such warranties, if any, provided by the publisher of the software and by the hardware manufacturers and distributors. The information supplied by the County described herein is provided on an "as is" basis with all faults. The obligations of the County and the rights and remedies of the City set forth in this clause are exclusive and in substitution for all the warranties, obligations, and liabilities of the County and rights, claims and remedies of the City against the County express or implied, arising by the law or otherwise, with respect to any data provided hereunder, including but not limited to any implied warranty arising from course of dealing or uses of trade, and any obligation, liability, right, claim or remedy for tort, or for any actual or alleged infringement of patents, copyrights or similar rights of third parties, or for any other direct, incidental or consequential damages.

XVIII. Modification. This agreement may be modified only by written agreement of the parties.

XIX. Termination. Upon an event of default by either party, the non-defaulting party may terminate this agreement. Events of default include but are not limited to the following:

- A. Wrongful use of the shared database.
- B. Unauthorized copying of the shared data.

- C. A material failure to abide by the terms, conditions or requirements expressed in this agreement. The non-defaulting party shall give written notice of default to the other party, which party shall have thirty (30) days to correct the condition constituting the default. In the event this agreement is determined or adjudicated to be in conflict with Federal or State law, County resolutions, or City resolutions or ordinances which are in effect at the time of this agreement or as may be subsequently imposed or adopted, the parties shall, within ten (10) days of any such determination or adjudication, enter negotiations in good faith to amend or modify this agreement so as to eliminate the conflict. If said negotiations are unsuccessful, either party may immediately terminate this agreement.

XX. Assignment. The City/County shall not assign any right or interest in this agreement without the written permission of both parties.

XXI. Property. Any property acquired or made available by any party for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulations, or ordinance governing the same.

XXII. No Separate Entity. There shall be no separate legal entity created through this interlocal cooperation agreement. The City and County shall jointly administer said agreement.

XXIII. Assistance. Pursuant to the Interlocal Cooperation Act, any party to this agreement may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

XXIV. Funding. Future funds required cannot be guaranteed by the parties. Necessary funds can be budgeted for and when approved can be utilized for said project.

XXV. Emergency Dispatching. The parties agree that the systems as services provided hereby to the City shall also be provided to the City-County Emergency Dispatch Agency to the extent necessary to provide an integrated, shared emergency dispatching capability for the City and the County. The Joint agency shall be assessed for such use in a manner similar to that set forth in Section above.

Dated _____, 2013

The City of Grand Island, Nebraska

by: _____

Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

Dated _____, 2013

The County of Hall

by: _____

Hall County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

RESOLUTION 2013-314

WHEREAS, the City of Grand Island and Hall County have shared a public safety software system for several years under an Interlocal agreement; and

WHEREAS, the Interlocal agreement between the City and Hall County is in need of updating; and

WHEREAS, the proposed Interlocal agreement provides for the continued operation of the shared public safety information system and is of benefit to both the City and Hall County.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to approve and have the Mayor sign the updated Interlocal agreement for Law Enforcement Records Management and Computer Aided Dispatch by and between the County of Hall and the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, September 24, 2013.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
September 20, 2013	☐ City Attorney