



City of Grand Island

Tuesday, May 02, 2006

Council Session

Item G26

**#2006-146 - Approving Non-Disclosure Agreement with
GeoComm, Inc. for Expanded 911 Capabilities**

Staff Contact: Lela Lowry

Council Agenda Memo

From: Lela L. Lowry, Emergency Management/911 Director
Meeting: May 2, 2006
Subject: Non-Disclosure Agreement with GeoComm, Inc
Item #'s: G-26
Presenter(s): Lela L. Lowry, EM/911 Director

Background

GeoComm, Inc has been asked to perform an interface capability search with the current mapping system being developed with the City of Grand Island and Hall County. The intent of this work is to ensure a mapping system funded through the Public Service Commission that will work with our current system. In researching this interface possibility, GeoComm, Inc will have to access information from the 911 center, which may otherwise be confidential information including digital mapping data, hard copy map data, a master street address guide, and the E-911 telephone record listing. This information is needed to develop longitude and latitude mapping pinpoints for phase II E-911 mapping systems for Hall County. This agreement is to protect the information so it will not be used or sold for gain during or after this agreement is terminated.

Discussion

The Grand Island Hall County Emergency Management Agency wishes to ensure the confidential information will be protected from unauthorized use and disclosures and that GeoComm, Inc. and its employees maintain the confidentiality of all such information at all times or as hereinafter provided.

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 move to approve this non-disclosure agreement between Grand Island/Hall County Emergency Management and GeoComm Inc.

Sample Motion

Motion to approve the non-disclosure agreement with GeoComm, Inc.

NON-DISCLOSURE AGREEMENT

This agreement is made as of the ____ day of _____, 2006, by and between GeoComm, Inc., hereinafter referred to as GeoComm and the Hall County Emergency Management Board, hereinafter referred to as Hall County E-911.

WHEREAS, GeoComm, in performing Geographical Services for Hall County E-911 may obtain, learn and otherwise be privy to certain confidential information (the Confidential Information) which information is regarded by the Hall County E-911 as confidential including digital map data, hard copy map data, Master Street Address Guide (MSAG) and E-911 telephone record listings.

WHEREAS, Hall County E-911 wishes to ensure the Confidential Information will be protected from unauthorized use and disclosure and that GeoComm, and its employees maintain the confidentiality of all such information at all times or as hereinafter provided.

NOW, THEREFORE, in consideration of the mutual benefits to be obtained from the provision of such services and the obtaining of such Confidential Information and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Hall County E-911 and GeoComm, agree as follows:

1. The disclosure or gaining of any or the Confidential Information by GeoComm, whether in written, oral or machine-readable form, is made or gained strictest confidence for the sole purpose of 911 related service to Hall County E-911.
2. GeoComm and its employees shall retain the Confidential Information in its entirety in confidence and shall use such information only in providing services to Hall County E-911. Disclosure or distribution to any outside non-affiliated entity of Hall County E-911 is strictly prohibited.
3. GeoComm and its employees shall use the Confidential Information for the purposes specified in this Non-Disclosure Agreement and not for any other purpose.
4. GeoComm shall return the Confidential Information to Hall County E-911 upon specific written request.
5. The parties also agree that the validity, construction and performance of this Non-Disclosure Agreement is governed by the laws of the State of Nebraska and that suit may be brought in Nebraska to enforce its terms. If any legal proceeding occurs between Hall County E-911 and GeoComm, or any of its employees who has executed this agreement, relating to this Non-Disclosure Agreement the prevailing party shall be entitled to recover (in addition to any other relief awarded or granted) its reasonable costs and expenses, including attorney's fees incurred in the proceeding.

6. Nothing in this Non-Disclosure shall be deemed to grant a license directly or by implication or otherwise under any patent or patent application, to any Confidential Information disclosed pursuant to the Non-Disclosure Agreement. Nothing in this Non-Disclosure Agreement shall be deemed to obligate either party to enter into any contract for services with the other.

7. This Non-Disclosure Agreement contains the entire understanding between the parties relative to the protection of Confidential Information and supersedes all prior understandings relative thereto. No change to any provision of the Non-Disclosure Agreement shall be binding unless made in writing and signed by both parties.

8. The terms of this Non-Disclosure Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The contract may not be assigned by any party without the written consent of the other parties.

IN WITNESS WHEREOF, the parties have caused this Non-Disclosure Agreement to be executed by their duly authorized representatives as of the date set forth above.

GEO COMM, INC.,

By: _____
 Paul Hedlund, GIS Supervisor

HALL COUNTY
 EMERGENCY MANAGEMENT BOARD

By: _____
 (Name)

 (Title)

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By:

Jay Vavricek, Mayor

ATTEST:

COUNTY OF HALL, NEBRASKA,

Marla Conley, County Clerk

By:

James M. Eriksen, Chairman
Hall County Board of Supervisors

R E S O L U T I O N 2006-146

WHEREAS, the Hall County Emergency Management / Communications Center is in the process of upgrading their mapping system to allow for the provision of enhanced 911 capabilities; and

WHEREAS, GeoComm, Inc. has been hired to complete the mapping process; and

WHEREAS, in order to complete the project, confidential data including digital map data, hard copy map data, Master Street Address Guide (MSAG) and 3-911 telephone record listings must be used; and

WHEREAS, due to the nature of the confidential data, it is necessary to require GeoComm, Inc. to execute a Non-Disclosure Agreement prohibiting any disclosure or distribution of such confidential information to any outside non-affiliated entity; and

WHEREAS, the proposed Non-Disclosure Agreement has been reviewed and approved by the Interim City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Non-Disclosure Agreement by and GeoComm, Inc. and the Hall County Emergency Management Board is hereby approved to allow GeoComm, Inc. the ability to download confidential information for the Emergency Management/Communications Center for expanded 911 capabilities.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 2, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
April 27, 2006	☐ City Attorney