



# City of Grand Island

Tuesday, March 22, 2011

Council Session

## Item G13

**#2011-75 - Approving GIS Maintenance Contract Renewal for 911 Services**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director  
**Meeting:** March 22, 2011  
**Subject:** 911 GIS Maintenance Contract Renewal  
**Item #'s:** G-13  
**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

The Grand Island Emergency Center utilizes a series of data tools to locate and map 911 calls from landlines and wireless callers. This requires the synchronization of GIS data with the Master Street Address Guide (MSAG). To date, the State of Nebraska had funded this service through a contract with a GIS contractor. That contract has expired the Emergency Management Department recommends a renewal of this contract through May 1, 2015.

## **Discussion**

In 2006, the Department partnered with the Nebraska Public Service Commission and GIS contractor GeoComm Inc. to provide GIS/MSAG data management and synchronization services necessary in mapping emergency 911 callers from landlines and wireless networks. This three-way agreement provided GIS/MSAG synchronization, accomplished by GeoComm Inc., delivered to the Grand Island Emergency Center, and paid by the Nebraska Public Service Commission through the Wireless E911 Fund revenues paid to the State.

Beginning July 2010, the Public Service Commission began remitting a portion of the Wireless E911 Fund back to Public Safety Answering Points (PSAPs) through the Wireless E911 Support Allocation Model (911 SAM). Following the development of the 911 SAM, the State will no longer pay for new contracts or services as they have in the past. These costs are now passed directly to the PSAP.

The proposed contract is a renewal of the GIS services contract provided to the Grand Island Emergency Center which eliminates the PSC as the funding “middle-man.” Costs for this renewed contract will come from a combination of the Emergency Management Department’s landline E911 Fund (215) and the new Wireless E911 Fund (216).

## **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 accept this contract renewal.

## **Sample Motion**

Move to approve the contract renewal.

# GIS Data Maintenance Agreement

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This Maintenance Agreement ("the Agreement") is made by and between the **City of Grand Island** ("the Customer"), organized under the laws of the State of Nebraska and **GeoComm, Incorporated** ("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 **\$31,066.00** for five years services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm annual payments as follows:

\$5,850.00 to be invoiced May 1, 2011  
\$5,850.00 to be invoiced May 1, 2012  
\$6,143.00 to be invoiced May 1, 2013  
\$6,450.00 to be invoiced May 1, 2014  
\$6,773.00 to be invoiced May 1, 2015

Services under this agreement will be provided from **May 1, 2011, through April 30, 2016.**

## 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:

### **City of Grand Island**

Jon Rosenlund, Emergency Management Director  
100 East First Street, Grand Island, NE 68803-1968  
Phone (308) 385-5360 Fax (308) 385-5378 E-mail [jonr@grand-island.com](mailto:jonr@grand-island.com)

### **GeoComm**

Nate Ekdahl, Assistant Geographic Services Manager  
601 West St. Germain Street, St. Cloud, MN 56301  
Phone (320) 240-0040 Fax (320) 240-2389 E-mail [nekdahl@geo-comm.com](mailto:nekdahl@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 City of Grand Island**

By: \_\_\_\_\_  
Signature/Title

Date: \_\_\_\_\_

**For GeoComm**

By: \_\_\_\_\_  
Janet Grones/Treasurer

Date: \_\_\_\_\_

## **Exhibit - A            Scope of Services for the City of Grand Island, Nebraska**

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GeoComm will provide the City of Grand Island with the following maintenance services:

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

### **Digital Map Updates (wireline)**

GeoComm believes that proactively eliminating errors in the map data is a crucial step in map data maintenance to enhance wireline 9-1-1 call plotting accuracy. Therefore, GeoComm proposes to actively research possible call plotting issues as it relates to the GIS map data. GeoComm will periodically compare the City of Grand Island/Hall County MSAG to the map data and review provided error reports to determine possible wireline call plotting issues. Map data issues determined by either review will be discussed with the City of Grand Island and /or Hall County to ensure proper updates are made. A list of fallout along with the synchronization percentage will be provided to the City of Grand Island project contact via e-mail after each review.

In addition, GeoComm proposes to use provided hard copy or digital resources to update the map data layers for plotting wireline 9-1-1 calls.

As needed, GeoComm will:

- Update the road centerline layer in unincorporated and incorporated Hall County with additions, deletions, and corrections
- Update the Hall County 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 the water features layer(s) with any additions, deletions, and/or corrections
- Update existing additional layer(s) (if available) including:
  - Section lines
  - Section numbers
  - Railway Mile Markers
  - Railways
  - Postal boundaries
- Upload updated map data to the Nebraska PSC Data Repository (<http://psc.gisworkshop.com/Repo/login.jsp>) at a minimum of once per quarter.
- Complete regular and proactive quality control on all map layers used for 9-1-1 call plotting

In addition, GeoComm will provide the City of Grand Island with two maps, no larger than 36" x 36" on quarterly or bi-annual basis.

- Map one will display community boundaries, roads, road labels, water features, and water labels.
- Map two will display all map one elements plus ESZ boundaries.

**Note:** The number of MSAG reviews will not exceed four times per year, and the number will be determined by the City of Grand Island providing the MSAG.



## **Digital Map Updates (wireless)**

GeoComm will update the Phase I cellular coverage layer and cellular tower layer based on digital resources provided by the Nebraska Public Services Commission (PSC) 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
- Periodically pull GeoLynx call logs to review wireless calls and to identify any wireless plotting errors or problems
- Report potential wireless data errors to the Nebraska PSC if found in the quarterly wireless spreadsheet that is compiled from wireless providers
- Review quarterly wireless spreadsheet from Nebraska PSC and update the wireless Phase I sector layer as needed. This may include adding or removing wireless sectors, updating wireless Phase I unique IDs, or adjusting sector orientation.

## **MSAG and 9-1-1 Database**

GeoComm will update the MSAG and 9-1-1 database based on hard copy or digital resources provided by the City of Grand Island. As needed, GeoComm will:

- Update the MSAG when new roads are added, ESZs are changed, and/or roads are extended
- Provide deletions to the MSAG, when necessary
- Review any MSAG problems, as provided by the database provider (overlaps with other MSAG entries)
- Use the City of Grand Island/Hall County 9-1-1NET account to ensure:
  - requested MSAG updates have been processed by Intrado
  - there are no outstanding ALI discrepancies
- Work with the City of Grand Island and Intrado on fallout from the geocoding process to ensure the map data and MSAG are current
- Request new ESNs from the database provider when new ESZs are created
- Assist in the resolution of telephone records with missing addresses
- Devise strategies of ensuring the ongoing 96 percent accuracy of the City of Grand Island/Hall County 9-1-1 database
- Provide assistance with telephone records that do not match the MSAG
- Contact municipalities when residents within an incorporated community do not have MSAG-valid addresses
- Send telephone record updates to the telephone companies

Synchronization of the Customer MSAG, 9-1-1 database, and map data is crucial in a 9-1-1 environment. In addition to providing ongoing updates to the City of Grand Island/Hall County MSAG and 9-1-1 database, GeoComm will complete periodic reviews of these three elements to ensure a high synchronization rate. Updates will be made to the MSAG and 9-1-1 database based on these reviews. If clarification is needed GeoComm will work closely with the City of Grand Island to ensure accurate updates are made.

RESOLUTION 2011-75

WHEREAS, the City of Grand Island, Nebraska, provides 911 Services at the Grand Island Emergency Center (GIEC) through interlocal agreement to the entire Hall County; and

WHEREAS, locating 911 callers from landline and wireless sources is a vital part of 911 Service; and

WHEREAS, Geographic Information System (GIS) services which synchronize GIS map data with Master Street Address Guide (MSAG) is an essential element of 911 mapping; and

WHEREAS, GeoComm Inc. has provided this service to the Grand Island Emergency Center (GIEC) to date through previous arrangements between GeoComm and the Public Service Commission, which agreement expires April 30, 2011; and

WHEREAS, GeoComm Inc. has proposed a renewal of this agreement, for a total fee of \$31,066.00, portions billed annually as defined in the contract, for five years of service, expiring April 30, 2016,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

1. The Mayor is hereby authorized and directed to enter into this contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, March 22, 2011.

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Jay Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
March 18, 2011	☐ City Attorney