

2016-18

**GIS Data Maintenance Agreement**

This Maintenance Agreement ("the Agreement") is made by and between the **Keith County Emergency Operations Center** ("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 **\$78,670.00** for services as described in the Exhibits and provided under this agreement by GeoComm. The Customer agrees to pay GeoComm annually as follows:

\$14,239.00	invoiced net 45 on January 1, 2017
\$14,950.00	invoiced net 45 on January 1, 2018
\$15,697.00	invoiced net 45 on January 1, 2019
\$16,480.00	invoiced net 45 on January 1, 2020
\$17,304.00	invoiced net 45 on January 1, 2021

Services under this agreement will be provided from **January 1, 2017 through December 31, 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:

#### **Keith County Emergency Operations Center**

Pete Peterson  
Emergency Services Director  
501 N. Spruce St  
Ogallala, NE 69153-2138  
Phone (308) 284-2011 E-mail [ppeterson@keithcountyne.gov](mailto:ppeterson@keithcountyne.gov)

#### **GeoComm**

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



## **Exhibit - A GIS Data Maintenance Services – Keith County NE Emergency Operations Center**

GeoComm will complete wireline and wireless GIS data maintenance services for five years beginning January 1, 2017 for the following eight (8) counties data sets:

- Arthur County
- Deuel County
- Grant County
- Hooker County
- McPherson County
- Logan County
- Keith County
- Perkins County

### **GIS map data maintenance (wireline layers)**

GeoComm will use hard copy, digital resources, MSAG, and ALI databases provided by Keith 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

**Notes:** If requested, GeoComm can provide up to two hardcopy maps no larger than 36" x 36", per annual agreement representing emergency service zone boundaries. Additional charges may apply if custom labeling, annotation layer development, map insets, or representation 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 Keith 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.

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](mailto:gis@geo-comm.com)