

Agenda Item # 17
Date 6/15/22

STAFF REPORT

TO: Dodge County Board of Supervisors
FROM: Shelly Holzerland, Communications Director
DATE: June 14, 2022
SUBJECT: MOU with Nebraska State Patrol

Recommendation: Approve entering in to a Memorandum of Understanding with the Nebraska State Patrol, making them a secondary agency connected to the MidEast Regional 911 hosts at Fremont/Dodge County Communications and Colfax County.

Background: The Nebraska State Patrol does not receive 911 calls directly but frequently receives emergency calls transferred from Nebraska Public Safety Answering Points (PSAP). These transfers currently do not include all of the information that a primary 911 center receives, such as callback number and location mapping. In the interest of public safety, NSP asked to join MidEast Regional 911 in order to receive the all of the information on a transferred 911 call from a PSAP.

As 911 centers across Nebraska join the Emergency Services IP Network that is being built by the state, this connection to MidEast Regional 911 will facilitate 911 transfers from all PSAPs in Nebraska.

Fiscal Impact: Through the MOU, Nebraska State Patrol will share the support costs of the host 911 equipment at Fremont/Dodge and Colfax 911.

The PSAP Governance board unanimously voted to enter in to the Memorandum of Understanding at their meeting on May 10, 2022.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

The Members of MidEast Region of PSAPs

AND

The Nebraska State Patrol

This Memorandum of Understanding (hereinafter “MOU”) is made and entered into on June ____, 2022, by and between **Fremont/Dodge County Governance Board, Colfax County Board of Supervisors, Burt County Board of Supervisors, and Cuming County Board of Supervisors (each a “Primary PSAP” and together the “MidEast Region”)** and the **Nebraska State Patrol (“NSP”)** collectively referred to as “Parties.”

WHEREAS, the Parties to this Agreement wish to facilitate efficient 9-1-1 call transfers between the NSP and the members of the MidEast Region for purposes of public safety response, and

WHEREAS, the Parties to this Agreement agree to collaborate and provide regional connectivity for purposes of 9-1-1 call transfers between the Primary PSAPs and the NSP via the statewide ESInet, and

WHEREAS, such connectivity will also allow for 9-1-1 call transfers between the NSP and the other Nebraska public safety answering points that are connected to the statewide ESInet, and

WHEREAS, the parties desire to formalize their decisions regarding said NSP connectivity to the statewide ESInet via the MidEast Region;

NOW, THEREFORE, Pursuant to The Interlocal Cooperation Act of the State of Nebraska, being specifically Neb. Rev. Stat. §13-801 et. seq., which allows public agencies to cooperate on the basis of mutual advantage to provide for joint undertakings, services and facilities, in a manner and pursuant to forms of governmental organization that will accord with best geographic, economic, population, and other factors influencing the needs and developments of local communities:

CONNECTION TO THE MIDEAST REGION OF PSAPS

The Primary PSAPS will permit the NSP to connect as a secondary agency to the MidEast Region of PSAPs for the primary purpose of permitting 9-1-1 call transfers to be made on an as-needed basis to the NSP from each public safety answering point connected to the statewide ESInet, including voice and ANI/ALI information (where possible), and all applicable data and information obtained from the 9-1-1 caller prior to such transfer. NSP as the secondary agency will be a remote site position off of the Midwest Regional Host site position. The secondary agency will not take direct 911 calls, only transfers.

CALL PROCESSING PROCEDURES

Parties will share call handling and call documentation procedures to inform one another of the

specifics of each other's operation. Parties will make an effort to align with the call documentation procedures when handling calls from the other's jurisdiction.

RECORDS MAINTENANCE

At a minimum, the NSP will maintain call record documentation provided verbally from the transferring public safety answering point including location, nature, call back number, caller name, transcript of text to 911 (if applicable), and all pertinent notes related to the incident.

AGREEMENT MAINTENANCE

The parties agree to review this Agreement on an annual basis to update any processes or understandings. The parties entering into this Agreement acknowledge that any modifications to this agreement must be by mutual consent, in writing, and will be treated as an amendment to this Agreement.

TRAINING

Within 60 days of the execution of this Agreement, the parties agree to conduct and document the appropriate training of their respective staff on these processes and procedures agreed to by the Parties.

COSTS

NSP is solely responsible for all related costs, including but not limited to, initial software, hardware and equipment purchasing, installation and network connectivity. Upon completion of the initial set up for all programming, hardware and software, Parties shall share the costs of maintenance as further described below:

The Nebraska State Patrol will pay their share of the total cost of host maintenance based on one half of the number of workstations located at each of the NSP comm centers. Such maintenance costs shall be presented in writing to the group Forty-five (45) days prior to the due date.

- Any Host maintenance and/or upgrades will be done under the contracts that Fremont/Dodge County 911, Colfax County have with CenturyLink. Fremont/Dodge County 911 will then invoice any other Parties for their portion of the costs in accordance with the paragraphs above, incorporated herein by reference.
- Provide for the maintenance of their own workstations and any unique interface costs as well as the costs of third-party mapping software and connectivity costs.
- Identify backup telephone numbers that the 9-1-1 calls could be routed to in the event of failure.
- Participate in the configuration MidEast Region to provide redundancy and failover.
- Secondary Agency will follow any security guidelines that may be provided by the Call Handling Equipment ("CHE") vendor.
- This agreement shall modify the February 25, 2020, September 28, 2020 and January 28, 2021 Interlocal Agreements between the Primary PSAPs to incorporate

NSP into the sharing of costs relative to 911 call handling equipment to also include one-time and recurring costs to create and maintain an aggregated regional GIS data set that will be used by the Parties in conjunction with the 9-1-1 call handling equipment. The costs associated with the aggregation and sharing of GIS data for 9-1-1 will be paid in accordance with the provisions set forth herein, provided, however, that each Party will be responsible for paying the cost of the 9-1-1 mapping software used in its own PSAP.

COMMITMENT

The Parties agree to provide this support to each other without expectation of financial reimbursement other than those amounts set forth above.

TERMS

The terms of this agreement, as modified with the consent of the parties will remain in effect until April____, [2025], unless earlier terminated as provided herein.

MODIFICATION

This agreement shall be modified upon written mutual consent of the Parties as the contacts listed below.

DODGE COUNTY

County Sheriff	&	Director of Communications/911
Dodge County Sheriff's Office		725 N Park Ave
428 N. Broad St.		Fremont, NE 68025
Fremont, NE 68025		
(402) 727-2702		(402) 727-2677

COLFAX COUNTY

Sheriff of Colfax County	&	Director of Communications/911
411 E. 11 th St.		411 E. 11 th St.
Schuyler, NE 68661		Schuyler, NE 68661
(402) 352-8526		(402) 352-8526

BURT COUNTY

Sheriff of Burt County	&	Director of Communications/911
111 N 13th St.		111 N. 13 th St.
Tekamah, NE 68061		Tekamah, NE 68061
(402) 374-2900		(402) 374-2900

CUMING COUNTY

Sheriff of Cuming County	&	Director of Communications/911
200 S Lincoln St		200 S Lincoln St
West Point, NE 68788		West Point, NE 68788
(402) 372-6019		(402) 372-6009

NEBRASKA STATE PATROL
1600 Highway 2
P.O. Box 94907
Lincoln, NE 68509
(402-479-4926)

INDEMNIFICATION

To the extent allowed by Nebraska law, each party agrees to defend, indemnify and hold harmless the other party(s), its officials and employees from all claims, actions losses, suits, judgments, fines, liabilities, costs and expenses (including legal fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this agreement. Nothing contained herein shall constitute a waiver of sovereign immunity, express or implied. The foregoing shall not constitute an agreement by any of the parties to assume any liability for the acts, omissions and/or negligence of the other party(s).

TERMINATION.

This Agreement may be terminated by either party with 60 days written notice of withdrawal (or termination) by certified mail with return receipt requested to those persons and address listed above in the "Modification" section, incorporated herein by reference. If withdrawal is due to a conflict between the parties relating to the terms of this Agreement, the Parties shall first attempt to resolve the conflict with facilitated support from the 911 Department of the Public Service Commission within 30 days of the notice of conflict & termination and if no resolution can be accomplished in that 30 days, the termination of the agreement shall occur 60 days after the original notice of conflict & termination.

SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

NO SEPARATE LEGAL ENTITY

This Agreement does not create a separate legal entity under the Interlocal Cooperation Act. For purposes of that Act, this Agreement shall be administered jointly by the Parties, in the event of a conflict, the majority decision of the Parties shall govern.

INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing a partnership or joint venture between the Parties. Any and all acts that the parties or their personnel, employees, agents, contractors or servants, perform pursuant to the terms of this Agreement shall be undertaken as independent contractors and not as employees of the other. The Parties shall, except as provided herein, act in their individual capacities and not as agents, employees, partners, joint ventures or associates of the other. An employee or agent of

one shall not be deemed or constructed to be the employee or agent of the other for any purpose whatsoever. None of the Parties nor its personnel, employees, agents, contractors or servants shall be entitled to any benefits of the other. The Parties shall not provide any insurance coverage to the other or their employees including, but not limited to, workers' compensation insurance. Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters. Neither Party shall have any authority to bind the other by or with any contract or agreement nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

PUBLIC EMPLOYER CONTRACT PROVISION (NEB. REV. STAT. § 4-114(2))

Pursuant to and in order to be in compliance with Neb. Rev. Stat. § 4-114(2), each Party hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee physically performing services within the State of Nebraska.

EFFECTIVE DATE. The terms of this Agreement will become effective on the date of the last signature of the Parties.

ASSIGNMENT. No Party to this Agreement shall assign or transfer any interest or right(s) under this agreement to any person or entity without prior written approval of the other Parties.

IN WITNESS WHEREOF, the parties hereto agree to the terms of the Memorandum of Agreement.

DODGE COUNTY

COLFAX COUNTY

By _____

By _____

Name

Name

Title

Title

DATE: _____

DATE: _____

BURT COUNTY

By _____

Name

Title

DATE: _____

CUMING COUNTY

By _____

Name

Title

DATE: _____

NEBRASKA STATE PATROL

By _____

Name

Title

DATE: _____

CITY OF FREMONT

By _____

Name

Title

DATE: _____