

# LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: October 18, 2016

2. AGENDA ITEM: ☐ Appointments ☐ Bids/Purchases ☐ Claims  
☒ Contracts/agreements/leases ☐ Grants ☐ Land Use: Variances/Board App/Plats  
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions  
☐ Resolutions ☐ Other County Vehicle Disposal

3. DEPARTMENT: Combined Communications

APPLICANT: Combined Communications

AGENT: Glen Crumpton

4. DESCRIPTION: Consideration of an agreement between Laramie County, the Laramie County Combined Communications Center, the City of Laramie Police Department, and the Laramie and Albany County Records Center and Communications Center (LARC) to share E911 Consumer Premise Equipment (CPE).

Amount \$0

From Date of Last Signature

To Termination

5. DOCUMENTATION: 2 Originals

RECEIVED AND APPROVED AS  
TO FORM ONLY BY THE  
DEPUTY LARAMIE COUNTY  
ATTORNEY



<u>Commissioner</u>		<u>Clerks Use Only:</u>	
		<u>Signatures</u>	
Ash	_____	County Attorney	_____
Holmes	_____	Deputy Attorney	_____
Thompson	_____		
Heath	_____		
Kailey	_____	Grants Manager	_____
Action	_____	Outside Agency	_____
Postponed	_____		

# **MEMORANDUM OF UNDERSTANDING FOR NEXT GENERATION 911 HOSTED CUSTOMER PREMISE EQUIPMENT FOR LARAMIE COUNTY COMBINED COMMUNICATION CENTER AND LARAMIE / ALBANY COUNTY RECORDS AND COMMUNICATIONS CENTER**

This memorandum of understanding ("MOU") is made and entered into by and between the parties Laramie County, the Laramie County Combined Communications Center, the City of Laramie Police Department, and specifically the Laramie Albany County Records and Communications Center ("LARC").

## **I. Purpose**

Laramie County through the Laramie County Combined Communications Center (LCCCC) and LARC desire to create a cooperative agreement to facilitate the planning, operation and maintenance of a shared E911 Consumer Premise Equipment (CPE) in order to more effectively serve their separate communities with 911 service. By establishing this relationship and system, Laramie County and LARC can provide redundant, robust, and continual 911 services for Laramie and Albany County residents.

Laramie County and LARC operate independent Public Safety Answering Points (PSAPs) and recognize a need to move toward an emergency call handling system capable of supporting multiple PSAPs. Laramie County and LARC also recognize this system must be suitable for advancing toward ESINet/Next Generation 9-1-1 emergency call delivery strategies. A common shared system will financially and operationally benefit the PSAPs.

This MOU is intended to provide a strategic path forward towards Next Generation 911. The MOU summarizes the current intentions of the participating parties and should be amended as necessary to accomplish the goal of fully integrating the Member Agencies and potential future NG911 calltaking and dispatching PSAPs.

## **II. Definitions**

A. Hosted CPE – the CPE infrastructure of the 911 system operated for the benefit of the Agencies that are bound by the terms of this MOU.

B. Common Equipment – Equipment that is required for the participating Agencies to have in order to receive and process calls on the multinode system. Common equipment includes but is not limited to: client workstation monitors, local central processing units, gateways, routers, switches and other peripherals located in the PSAPs that are required under the agreement with the Equipment Vendor. The Equipment Vendor is currently Venture Technologies.

C. Data – the facts, detailed information, or other materials provided by each independent Agency.

D. Host Entity – the agency providing the host CPE equipment, recorders, or other infrastructure essential to the proper workings of the system. The Host entity is currently Laramie County.

### **III. Responsibilities of the Parties**

#### **A. LCCCC and LARC shall work cooperatively to:**

1. Conduct an ongoing assessment of the Laramie and Albany County PSAP needs.
2. Develop procedures for the ongoing maintenance, operation, administration, and enhancement of the selected CPE solution that maximizes shared 911 telephony communication equipment between the Agencies, while maintaining the confidentiality of privileged information shared through the system.
3. The Agencies shall work in a variety of ways to facilitate sharing CPE equipment in an effort to improve the 911 call handling and dispatching efforts of their respective agencies and Public Safety Answering Points (PSAP).

#### **B. Information Ownership and Release:**

1. Agencies shall retain control of and remain the official custodian of all information contributed to the CPE system. Any data present in the hosted CPE system is proprietary information of the Agency contributing that data.
2. Data Access – access to Agency data will be provided utilizing a secure network maintained by the Agencies as necessary for the effective operation of the system. Agencies shall determine which data records are to be shared within the shared CPE system and shall maintain the databases to share the information that has been agreed upon in advance. Each Agency shall strive to identify and achieve common interests to enhance public safety while maintaining compliance with privacy, public records, and criminal history records laws.
3. Security Requirements – Agencies agree to maintain and enforce security requirements for the system. Each Agency is responsible for the internal agency security of its records and any technical support necessary to insure security.

#### **C. Funding Costs, Personnel, and Financial Considerations:**

1. Costs – In exchange for the use of the LCCCC equipment specified in this MOU, LARC shall pay the cost of electricity and connectivity to the CPE. LARC shall also provide space for the equipment any equipment necessary for connectivity. Other, unanticipated costs shall be allocated by agreement between the governing bodies of the Agencies. Agency employees working for the benefit of the CPE system will remain employees of their own respective Agencies.

2. LCCCC agrees to relocate one CPE and one recorder to LARC, and to utilize the existing LCCCC maintenance contract with the vendor for repairs and upgrades for these items.
3. Upon termination or expiration of the LCCCC maintenance contract (expected in May of 2020), the agencies will identify and agree to a cost sharing plan for continued system operation.
4. If the governing bodies cannot agree on future cost sharing under this agreement, then this agreement shall be terminated as soon as is reasonably possible.

D. Additional Agencies – Additional PSAP agencies may participate in this agreement upon approval of Laramie County and LARC. An amendment to this MOU shall be signed by the existing parties and the additional PSAP agency.

#### **IV. General Provisions**

A. Effective Date and Term of the MOU – the effective date of this MOU is the date on which the last participating governing body executes the MOU. The MOU shall remain in effect until terminated as provided herein.

B. Independent Entities. The parties are independent entities and each party's employees, officers, and volunteers are not to be considered agents or employees of the other.

C. Entire Agreement. This MOU [six (6) pages] represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Amendments – This MOU shall be modified only by a written agreement, duly executed by all parties hereto.

E. MOU Termination – This MOU may be terminated by mutual agreement of all Member Agencies. Any Member Agency may terminate its participation in the MOU with or without cause upon a one year prior written notice.

F. Liability and Indemnification –Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

G. Insurance - Each Agency, at its sole cost and expense, shall carry insurance, or self-insure, for its activities in connection with this MOU, and obtain, keep in force, and maintain, insurance or self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Agency shall provide property insurance coverage for any equipment that it provides.

H. Applicable, Law and Venue – The parties mutually understand and agree this MOU shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any

dispute arises between the parties from or concerning this MOU or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement in executing this MOU. This provision is not intended nor shall it be construed to waive the Parties' governmental immunity as provided in this MOU.

I. Governmental Immunity – The parties do not waive their Governmental Immunity, as provided by any applicable law including Wyo. Stat. §1-39-101 et seq., by entering into this Mou. Further, the parties each fully retain all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this MOU. The parties, however, agree to waive their respective immunities, solely for purpose of enforcing the terms and conditions of this MOU.

J. Discrimination – All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, national origin, disability, sex, or sexual orientation.

K. ADA Compliance – All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto, and each party further agrees to indemnify, release, save and hold harmless the other and their officers, agents and employees from any causes of action or claims or demands arising out of the failure of that party in performing this Agreement to comply with the requirements, responsibilities and/or duties as such are set forth in the Americans With Disabilities Act and/or properly promulgated rules and regulations related thereto.

L. Force Majeure – None of the parties shall be liable for failure to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

M. Notices – All notices required and permitted under this Agreement shall be deemed to have been given when deposited in the U.S. Mail, properly stamped, and addressed to the party at such party's address listed in Section I., herein and when delivered personally to such party.

N. Third Parties – The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall insure solely to the benefit of the parties to this Agreement. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to

seek any remedy arising out of a party's performance or failure to perform any term or condition intended nor shall it be construed to waive all of the parties immunities.

O. Severability – If any term, provision or condition of this Agreement shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections and clauses shall not be affected.

P. Limitation on Payment – The parties obligations to perform under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for the purpose of carrying out this Agreement. If funds are not allocated and available for the continuance of the services provided by the GIS coordinator, this Agreement may be terminated by any of the parties to it at the end of the period for which funds are available. Any party to this Agreement wishing to exercise their rights pursuant to this provision shall notify the other parties at the earliest possible time of the services which will or may be effected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the party knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to any of the parties to this Agreement in the event this provision is exercised, and the party or parties shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

**[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]**

**MEMORANDUM OF UNDERSTANDING FOR NEXT GENERATION 911 HOSTED  
CUSTOMER PREMISE EQUIPMENT FOR LARAMIE COUNTY COMBINED  
COMMUNICATION CENTER AND LARAMIE / ALBANY COUNTY RECORDS AND  
COMMUNICATIONS CENTER**

**Signature Page**

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
K.N. Buck Holmes, Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

Reviewed and approved as to form only:

By:  \_\_\_\_\_ Date: 10-12-16  
Bernard P. Haggerty, Deputy Laramie County Attorney

CITY OF LARAMIE

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

ATTEST:

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

Reviewed and approved as to form only:

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