

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

In the Matter of Nance County,            ) Application No. 911-023.56  
Fullerton, seeking funding                )  
approval for recurring and non-            )  
recurring costs of Enhanced               ) ORDER APPROVING FUNDING  
Wireless 911 implementation.              )  
  ) Entered: April 25, 2007

BY THE COMMISSION:

By written request for funding received from Nance County, Fullerton, seeking funding from the Enhanced Wireless 911 Fund (Fund) for expenses to develop and maintain Geographical Information System (GIS) data necessary for the implementation of Phase II wireless enhanced 911.

Nance County has entered into a contract for services with GeoComm, Inc. (GeoComm) for the development and maintenance of GIS Data and has provided a copy of the contract with its request for funding.

In the contract, Nance County authorized the Nebraska Public Service Commission to remit all payments for GIS data development and maintenance to GeoComm.

Nance County seeks initial costs of **\$1,350.00** for development of map layers and enhancements. Additionally, Nance County seeks recurring costs associated with maintenance of the GIS data in the amount of \$2,625.00 for December 1, 2006 through April 30, 2007 and \$6,300.00 per fiscal year from fiscal years 2008 through 2010 for a total of **\$27,825.00**.

O P I N I O N       A N D       F I N D I N G S

This request for funding is being processed pursuant to Neb. Rev. Stat. §§ 86-442 to 86-469 (2006 Supp.), 291 Neb. Admin. Code, Chapter 1, Section 5, Progression Order No. 5 in Commission Docket No. 911-001, entered July 16, 2002 and the October 18, 2005 Adopting Guidelines for GIS Funding in Docket No. 911-011.

Costs requested are eligible under Neb. Rev. Stat. § 86-465 (2006 Supp.). All costs have been incurred or will be incurred for the development of GIS data which is necessary for the future implementation of Phase II wireless enhanced 911 service.

The Commission approves non-recurring costs of **\$1,350.00** and recurring costs totaling **\$27,825.00** for the five year

maintenance contract subject to the limitations set forth herein. The Commission finds that payment should be made to GeoComm in the amount of **\$1,350.00** pursuant to the payment terms set forth in the contract for the non-recurring costs. The Commission further finds payment should be made to GeoComm for recurring costs not to exceed **\$27,825.00** associated with the 5 year maintenance plan consistent with the terms of the contract subject to the limitations and terms set forth herein.

The Commission and its authorized staff shall have access to all data developed. Additionally, agencies and political subdivisions of the State of Nebraska, to the extent allowed by law and by agreement of the parties, shall have access to data as deemed appropriate by the Commission. The data and all updates shall be provided for inclusion in the centralized GIS data repository.

The Commission reserves the right to modify, amend or cancel any recurring costs associated with this funding request, including any approved amounts for maintenance, consistent with any amendments to the Interim Policy or the establishment of a permanent funding mechanism.

If the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the payment of costs from the Fund for GIS development or if a lawful order issued in or for any fiscal year during the term of the contract for services reduces the funds appropriated or authorized in such amounts as to preclude making the payments from the Fund, the Commission will not be responsible for any costs not reimbursed by the Fund.

#### O R D E R

IT IS THEREFORE ORDERED by the Nebraska Public Service Commission that the request for funding of Nance County Police Department shall be granted.

IT IS FURTHER ORDERED that the Commission shall remit to GeoComm, Inc. from the Enhanced Wireless 911 Fund **\$1,350.00** for non-recurring costs and recurring costs not to exceed **\$27,825.00** as described herein, consistent with the terms of the contract and subject to the limitations set forth herein.

MADE AND ENTERED at Lincoln, Nebraska this 25th day of April, 2007.

NEBRASKA PUBLIC SERVICE COMMISSION

COMMISSIONERS CONCURRING:

Chairman

ATTEST:

Executive Director