

Joint Powers Agreement for Provisioning Transitional Next Generation 911 (NG911) Service between the State of South Dakota, acting through its Cabinet Secretary on behalf of the Department of Public Safety along with the South Dakota 9-1-1 Coordination Board, and the State of Iowa acting through the Iowa Department of Homeland Security and Emergency Management Department as administrator of the Iowa statewide joint powers agreement for Next Generation 911 Service for testing and the provision of 911 call transfers and associated data between the State of South Dakota and the State of Iowa.

Introduction

The South Dakota Department of Public Safety (DPS) along with the South Dakota 911 Coordination Board (Board) , and the Iowa Department of Homeland Security and Emergency Management (HSEMD) as administrator of the statewide joint powers agreement for Next Generation 911 Service recognize the need for interstate communication, connectivity, network interface and cooperation required to provide seamless transitional Next Generation 911 (NG911) service and improve the quality of public safety services for the citizens of our respective states.

DPS and HSEMD have well-established methods, procedures and capabilities for current 911 operations and call handling in their respective states. Today's public safety realities have highlighted the need for states and regions to work together and across state boundaries to establish transitional NG911 network connectivity—not only across traditional jurisdictional boundaries, but across disciplines as well. Both states anticipate that end-state NG9-1-1 will facilitate the exchange of calls and data between their public safety answering points (PSAPs) and any other PSAP in the country that has met the requirements of an end-state NG9-1-1 system.

As DPS and HSEMD progress in their implementations of NG911, the parties agree that periodic review of and/or modification to this agreement or an entirely new agreement may become necessary. 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.

In the meantime, to remedy the need for greater interstate communications and shared responsibilities, which are present in transitional NG911 systems, DPS and HSEMD, along with their 911 service providers are working cooperatively to develop an interstate network solution. This solution establishes connectivity between the Emergency Services Networks (ESInets), and 911 PSAPs in each state, with procedures that are agreed to by the parties and used by key 911 public service officials, 911 public safety and response officials, and public and private service participants in the provision of 911 call taking and incident response services in their respective states.

This agreement is made and entered into this 1st day of March 2022, by and between the State of South Dakota, acting through the Secretary of the Department of Public Safety along with the South Dakota 9-1-1 Coordination Board and HSEMD, individually and collectively known as "Partner" or "State".

RECITALS

WHEREAS, DPS and HSEMD have come together to collaborate to integrate transitional Next Generation 911 (NG911) systems; and

WHEREAS, the parties herein desire to enter into an Agreement setting forth the transitional NG911 services to be tested and ultimately provided by the collaborative; and

WHEREAS, the parties have engaged network providers who will assist the states in testing and in the provision of network elements necessary for the function and interfaces to ensure systems integration and connectivity requirements for call processing and transitional NG911 call management; and

NOW, THEREFORE in consideration of the covenants and conditions outlined in this Agreement and for other good and valuable consideration, each to the other, receipt of which is hereby acknowledged by all parties, the parties hereby agree on the following sections of the Agreement.

Section 1. Purpose

The purpose of the interstate Agreement for transitional NG911 interconnection is to provide a reasonable and agreed upon network testing procedure, interface and connectivity, infrastructure management, communications structure, and process for production traffic and transitional NG911 call handling for DPS and HSEMD and other key support agencies and organizations, such as their network and database providers, when transporting any 911 call data or incident information that affects public safety in the states of South Dakota and Iowa.

Section 2. Scope

South Dakota and Iowa have each designated a lead agency to participate in this agreement and the initial directive to establish, test and make determinations on system readiness/acceptance for live transitional NG911 traffic.

The Department of Public Safety will be the lead agency for South Dakota along with the South Dakota 9-1-1 Coordination Board.

The Department of Homeland Security and Emergency Management will be the lead agency for Iowa.

Section 3. Definitions

The transitional NG911 system and network elements are referred to as Next Generation 911 Core Services (Service) whether utilized as part of the State of South Dakota and the State of Iowa public safety communications network or any other state partner network. The Service is composed of a number of elements, technology and functions defined herein for the purposes of this Agreement. Definitions derived from the National Emergency Number Association Master Glossary of Terms¹ or other industry standards documents:

- Automatic Location Identification (ALI) databases—The databases which contain the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates and which are queried to automatically display this information at the PSAP.
- Automatic Number Identification (ANI)—Telephone number associated with the access line from which a call originates.
- Border Control Function (BCF)--Provides a secure entry into the ESInet for emergency calls presented to the network. The BCF incorporates firewall, admission control, and may include anchoring of session and media as well as other security mechanisms to prevent deliberate or malicious attacks on PSAPs or other entities connected to the ESInet.

¹ <https://www.nena.org/?page=Glossary>

- Geospatial Information Systems (GIS)—A system for capturing, storing, displaying, analyzing and managing data and associated attributes which are spatially referenced.
- Internet Protocol (IP)—The method by which data is sent from one computer to another on the Internet or other networks.
- Legacy Network Gateways (LNG)—A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 PSAPs are able to receive emergency calls from such legacy networks.
- Legacy PSAP Gateways (LPG)—An NG911 Functional Element which provides an interface between an ESInet and an un-upgraded PSAP.
- Legacy Selective Router Gateway (LSRG)—The LSRG provides an interface between a 911 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 911 to NG911.
- Multi-protocol label switching architecture (MPLS) networks—multiprotocol techniques applicable to any network layer protocol such as the use of IP as the network. A router which supports MPLS is known as a “Label Switching Router” or LSR. As a packet of a connectionless network layer protocol travels from one router to the next, each router makes an independent forwarding decision for that packet. That is, each router analyzes the packet's header, and each router runs a network layer routing algorithm. Each router independently chooses a next hop for the packet based on its analysis of the packet's header and the results of running the routing algorithm.²
- 911 Service Providers—an entity providing one or more of the following 911 elements: network, Customer premise equipment or database services.
- Policy Routing Function (PRF)—That functional component of an Emergency Services Routing Proxy that determines the next hop in the SIP signaling path using the policy of the nominal next element determined by querying the ECRF with the location of the caller.
- A database function that analyzes and applies ESInet or PSAP state elements to route calls, based on policy information associated with the next-hop.
- Pseudo Automatic Number Identification (pANI; AKA routing number)— A telephone number used to support routing of wireless 9-1-1 calls. It may identify a wireless cell, cell sector or PSAP to which the call should be routed.
- Selective Routers (IPSR)—The process by which 911 calls/messages are routed to the appropriate PSAP or other designated destination, based on the caller's location information, and may also be impacted by other factors, such as time of day, call type, etc. Location may be provided in the form of an MSAG-valid civic address or in the form of geo coordinates (longitude and latitude). Location may be conveyed to the system that performs the selective routing function in the form of ANI or pseudo-ANI associated with a pre-loaded ALI database record (in Legacy 911 systems), or in real time in the form of a Presence Information Data Format – Location Object (PIDF-LO) (in NG911 systems) or whatever forms are developed as 911 continues to evolve.

Also part of the technology currently employed in the existing 911 network and services used to process emergency calls for service are:

- Customer Premise Equipment (CPE)—Communications or terminal equipment located in the customer's facilities – Terminal equipment at a PSAP.
- Emergency Service Number (ESN)—A 3-5 digit number that represents one or more ESZs. An ESN is defined as one of two types: Administrative ESN and Routing ESN
- Emergency Service Zone (ESZ)—A geographical area that represents a unique combination of emergency service agencies (e.g., Law Enforcement, Fire and Emergency Medical

² Internet Engineering Task Force (IETF®), RFC 3031 Proposed Standard, March 2, 2013, https://datatracker.ietf.org/doc/rfc3031/?include_text=1

Service) that are within a specified 911 governing authority's jurisdiction. An ESZ can be represented by an Emergency Service Number (ESN) to identify the ESZ.

- Public Safety Answering Point (PSAP)— Public Safety Answering Point (PSAP): An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.

Section 4. Agreement

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

- *Each state will assign a primary point of contact (PPOC) for administrative purposes.*
- *Each state authorizes the transfer of 911 calls from the other state's PSAPs to be delivered to PSAPs within their own state.*
- *Each state agrees that the data is only for use in cross border 911 systems and acknowledges it is only the user of the data, not the data manager or owner.*
- *Each state is responsible for the provisioning of its network solution provider systems to enable call transfer functionality. In some cases, this may require provisioning of more than one system or vendor system.*
- *The testing and verification of provisioning is the responsibility of each individual state.*
- *Each state is responsible to coordinate vendor and PSAP resources for testing.*
- *Each state acknowledges it is responsible for answering transferred 911 calls, processing the calls, and determining the appropriate response to the call events.*
- *Each state is responsible for notifying the other state's PPOC prior to making any changes to the core services network that impacts the other state's interface or system. The change notification process can be found in Exhibit A.*
- *Each state is responsible to report issues to the other and work with each parties' respective solution provider to collaboratively troubleshoot issues to the mutual satisfaction of both states.*
- *Calls will be transferred via ESN-based call transfer with ALI bids performed by the receiving agency. Changes to this methodology will be made in a collaborative manner to achieve agreement on the technical and operational interfaces required to support the evolution of each state's next generation 911 network technologies.*
- *Both parties will provide an escalation point of contact for reporting issues 24x7x365days per year.*
- *Both parties will collaboratively develop a dispute resolution process for resolving disputes, issues or for clarifying inconsistencies with this agreement or technical incompatibilities to be found in Exhibit B.*
- *Both parties will work to resolve issues in an expeditious manner in alignment with their respective network solution provider agreements.*
- *Both parties authorize their respective network services solution provider to provision their networks to enable call and data transfers to the other state. This provision shall be limited to only PSAPs and the 911 traffic as designated by each state's authoritative agency.*

Section 5. Effective Date

The terms of this Agreement will become effective on the date of the last signature of the parties.

The state partners agree to collaborate and provide integrated NG911 network systems pursuant to this agreement and any attachments to this Agreement.

Section 6. Updates to Agreement

This Agreement may be modified upon written mutual consent of the parties.

Responsibilities and authority under this Agreement coincide with the Agreement period and may be reviewed and renewed on an annual basis.

Section 7. Assignment

A state partner shall not assign or transfer any interest or right(s) under this Agreement to any person or entity without prior written approval of the other parties.

Section 8. Venue

Should a dispute or offense of this Agreement be identified, the laws of the state of either the State of South Dakota or the State of Iowa shall govern this Agreement depending on the circumstances of the dispute or offense. If an offense to the Agreement is identified by one state, the laws of the defending state shall govern this Agreement. Any and all legal action necessary to enforce the provisions of this Agreement will be held in the location designated by the defending state. Venue for litigation involving this Agreement shall be the defending state and the designated appropriate Judicial Circuit Court and jurisdiction location.

Section 9. Sovereign Immunity / Governmental Claims

Neither party waives its sovereign immunity or its governmental immunity by entering into this Agreement and each party fully retains all immunities and defenses provided by law with regard to any action based on this agreement. Any actions or claims against HSEMD must be in accordance with and are controlled by the Iowa Code, including Iowa Code chapter 669. Any actions or claims against the State of South Dakota must be in accordance with applicable South Dakota statutes including SDCL Chapter 3-21. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.

Section 10. Termination

The terms of this Agreement, as modified with the consent of the parties will remain in effect until June 24, 2024. Any party upon 60 days written notice to the other parties may terminate this Agreement upon written notice of withdrawal (or termination) has been made by certified mail, return receipt requested, by the withdrawing party to the other party (or parties) of this Agreement. 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 in accordance with Exhibit B, Dispute Resolution.

Section 11. Authorized Representatives

The State of South Dakota Authorized Representative is the following individual or their successor:

Name: Maria King, State 911 Coordinator
Address: SD Department of Public Safety
118 W Capitol Avenue
Pierre, SD 57501

Telephone Number: 605-773-3264
E-mail Address: Maria.King@state.sd.us

The State of Iowa Authorized Representative is the following individual or their successor:

Name: Blake DeRouchey, 911 Program Manager
Address: Homeland Security and Emergency
Management
Joint Forces Headquarters
6100 NW 78th Ave
Johnston, IA 50131

Telephone Number: 515-323-4232
E-mail Address: BlakeDeRouchey@iowa.gov

Section 12. Signatures

We, the undersigned have read and agree with this Agreement. Further, we have reviewed the proposed timeline and cost allocation and approve it.

By
Name and Title, Blake DeRouchey, 911 Program Manager, Homeland Security and Emergency Mgmt.
Date
By
Name and Title, Craig Price, Cabinet Secretary, South Dakota Department of Public Safety
Date

By
Name and Title, Michelle DeNeui, Board Chair, 9-1-1 Coordination Board
Date