



# City of Grand Island

Tuesday, August 10, 2021

Council Session

## Item G-9

**#2021-189 - Approving an Updated Memorandum of Understanding with Central Community College for Emergency Operations**

Staff Contact: Jon Rosenlund

# **Council Agenda Memo**

**From:** Jon Rosenlund, Emergency Management Director

**Meeting:** August 10, 2021

**Subject:** MOU Updated with Central Community College

**Presenter(s):** Jon Rosenlund, Emergency Management Director

## **Background**

Local government organizations, such as the City, must maintain certain basic and necessary functions of government to meet the public interest. The strategies used to achieve continuity of government often include mutually beneficial agreements with other entities that help both achieve the same objectives. This Memorandum of Understanding with the Central Community College campus in Grand Island is such an agreement to support common efforts in emergency planning, response or recovery. Originally completed in 2011, the CCC has requested a review and update for the City Council's consideration.

## **Discussion**

Local government organizations, such as the City of Grand Island, must maintain certain basic and necessary functions of government to meet the public interest. These basic services include, but are not limited to:

- continued direction by Mayor and Council of government operations,
- delivery of public safety functions,
- delivery of public utilities, health and welfare,
- maintaining sound fiscal accounting of government funds.

Among the strategies used to achieve continuity of government is the use of mutually beneficial agreements with other entities that help both achieve the similar objectives. Typically these are memorandums of understanding or mutual aid agreements that allow the cooperating entities to freely assist one another, as conditions permit, in the performance of necessary functions for both parties. These agreements are particularly valuable in emergencies when aid is needed but a formal agreement process after the fact would slow emergency response.

In 2011, the City Council approved a Memorandum of Understanding with the Central Community College campus in Grand Island to support common efforts in emergency planning, response or recovery. Recently, CCC has requested a review and update of the MOU. In the event that either party to this agreement is in need of emergency assistance from the other, requests for aid can be made and met within the guidelines of mutual aid in a timely and effective manner.

### **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

### **Recommendation**

City Administration recommends that the Council approve this Memorandum of Understanding.

### **Sample Motion**

Move to approve this Memorandum of Understanding with the Central Community College campus in Grand Island, Nebraska.

# **Memorandum of Understanding (MOU)**

Between

**Central Community College-Grand Island Campus**

and

**City of Grand Island**

regarding

## **Emergency Planning and Response**

### **I. Introduction**

This Memorandum of Understanding (MOU) is entered into by Central Community College (CCC)-Grand Island Campus, 3134 W. Hwy. 34, Grand Island, Nebraska, and the City of Grand Island, 100 E. First St., Grand Island, Nebraska. Today's public safety realities have highlighted the need for this type of agreement based on recent tragedies at Institutions of Higher Education (IHEs) including natural and manmade disasters. This MOU addresses the current challenge of Emergency Planning and Response. To ensure that the public safety community reaches optimal utilization of finite resources and maximum interoperability, this agreement will establish a formal working relationship between the City of Grand Island and Central Community College-Grand Island Campus.

### **II. Purpose**

The purpose of this agreement is to provide for support of Emergency Management planning, response and recovery programs between Central Community College-Grand Island Campus and the City of Grand Island. It is recognized that the goal of both parties in this agreement is to reduce the loss of life, property and protect the public from all types of hazards through a comprehensive, risk based, all-hazards emergency management program of mitigation, preparedness, response and recovery. Specifically Central Community College-Grand Island Campus and the City of Grand Island agree, but not limited to, the following obligations per this agreement.

- Cooperate in all areas of mutual interest as it relates to Emergency Management: sharing data, information, planning, response, recovery, and other operational support programs;
- Enhance and maximize Emergency Management program capabilities of both participants for the purpose of protection of the public health and safety, the College environment and to preserve and safeguard property;
- Central Community College-Grand Island Campus will notify the City of Grand Island when an emergency situation or serious external threat exists for the College;
- Provide a rapid coordinated and effective response with full utilization of all

Resources of both participants, including any resources on hand or available that are essential to the safety, care and welfare of those impacted in the event of an emergency or disaster.

- This MOU becomes effective on the date of execution and shall remain in effect unless terminated by written notification by either party to the other.
- This MOU may be amended by written “mutual agreement”.

### **III. Initiation of Mutual Aid Request**

In the event the City of Grand Island is in need of emergency assistance from Central Community College-Grand Island Campus as defined in Section II of this agreement, the Grand Island Emergency Management Director or designee will make a request to the Campus President for approval. The Campus President will inform the requesting entity of approval status.

In the event Central Community College-Grand Island Campus requires assistance, the Campus President will make a request to the City of Grand Island Emergency Management Director. This official will be the point of contact for all requests. Each participant of this agreement shall appoint an individual representative to serve as a point of contact for matters relevant to this MOU.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so.

### **IV. Authority of Personnel Rendering Aid**

Whenever the employees of the City of Grand Island or Central Community College-Grand Island Campus are rendering aid on or outside the campus, such employees will have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or as a College system official.

### **V. Responsibility for Expenses and Compensation of Employees**

When responding to emergency or other conditions as outlined in this agreement, the responding agency which furnishes any equipment shall bear the loss or damage to such equipment and shall pay the expense incurred in the operation and maintenance thereof.

When responding to emergency or other conditions as outlined in this agreement, the responding agency will compensate and shall defray the actual travel and maintenance expenses of such employees during the time they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

### **VI. Incident Command Structure (ICS)**

The parties agree to coordinate and utilize an Incident Command System, to the greatest extent possible, for emergencies requiring mutual aid assistance under this agreement. The ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that ICS must allow for Unified Command (UC) to provide the most

efficient and effective means for communication between and coordination of personnel and resources. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility and accountability inherent to a local emergency response provider under the terms of this agreement.

**VII. Limitations**

- A) Nothing in this agreement shall be construed as creating a duty to respond when requested by either party signing this agreement.
- B) Nothing in this agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding agency.

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Campus President of CCC–Grand Island

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Roger G. Steele, Mayor  
City of Grand Island

\_\_\_\_\_  
College President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Interim City Attorney

RESOLUTION 2021-189

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801, et seq. provides that units of local government of the State of Nebraska may enter into agreement for the joining and cooperative exercise of powers, privileges, or authority capable of being exercise by either agency; and

WHEREAS, Cities are public agencies as defined by Neb. Rev. Stat. §13-801; and

WHEREAS, the City of Grand Island has a responsibility to provide the continuity of certain basic government functions and services following an emergency; and

WHEREAS, the Grand Island Campus of Central Community College is an organization with resources that could assist the City in the continuity of government services; and

WHEREAS, the City of Grand Island and the Grand Island Campus of Central Community College can both benefit from an agreement to provide mutual aid; and

WHEREAS, the City of Grand Island and the Grand Island Campus of Central Community College approved a Memorandum of Understanding to this affect in 2011 and CCC has requested a review and update of that agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Memorandum of Understanding between the City of Grand Island and the Grand Island Campus of Central Community College is hereby approved and the mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 10, 2021.

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Roger G. Steele, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2021	☐ City Attorney