



City of Grand Island

Tuesday, January 11, 2022

Council Session

Item G-2

#2022-1 - Approving Updated East Central 911 Interlocal Agreement

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director
Meeting: January 11, 2022
Subject: East Central 911 Interlocal Agreement - Updated
Presenter(s): Jon Rosenlund, Emergency Management Director

Background

In 2019, the Grand Island Emergency Center joined a shared 911 system managed by the East Central Regional 911 (EC911) group through an Interlocal Agreement. By sharing backroom 911 system equipment (hosts) and distributing telephone calls to the various 911 Centers that have partnered together in this shared system, jurisdictions save money and share common costs of expensive host equipment, software and hardware maintenance. The equipment shared by EC911 is scheduled for replacement in 2022 and two new partners are joining the EC911 group. These changes require an update to the current Interlocal Agreement.

Discussion

As the State of Nebraska works with regional 911 cooperative systems to migrate to Next Generation 911 technologies, various jurisdictions are joining together into Regional 911 systems that include several counties sharing the costs of 911 backroom equipment and maintenance agreements, all while operating their own 911 Centers. Calls are received by a pair of “hosts” that are placed in different parts of the region, and then distributed to the participating 911 Centers through a data network. Sharing “host” equipment allows counties to decrease initial outlays for expensive backroom equipment and provides redundancy since if a 911 Center is unable to take their calls, those calls can be distributed to a neighboring agency. Having two hosts also allows for “geo-diversification” of critical infrastructure so if one host is damaged or disconnected from 911 calls, those calls can all be routed to the other host until repairs or reconnection is made.

In 2019, Grand Island Emergency Center joined the East Central 911 Region (EC911), comprising of Nance, Boone, Merrick, Polk, Saunders, Platte, Butler, and Hamilton counties. The two shared hosts originally purchased 7 years ago by EC911 are scheduled for replacement in 2022. With the purchase and installation of two new hosts, the EC911 Region will be cooperating with the Nebraska Public Service Commission and migrating to NextGen911. Additionally, two additional 911 centers are joining the EC911 group.

Therefore, an updated Interlocal Agreement is necessary to detail the shared costs assigned to all partners involved.

Costs for the shared equipment and maintenance agreements is divided among the partners by the number of dispatch consoles in each center. This proposal also includes moving 911 host equipment from Wahoo, NE, to Grand Island City Hall. This provides us the chance to maintain this host inside City Hall where we would have direct connection to the host at both the main center at 1210 N North Road and the alternate 911 center in City Hall.

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 the Addendum Agreement to join the East Central Regional 911 System.

Sample Motion

Move to approve the updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement.

**INTER-LOCAL COOPERATION
911 EMERGENCY COMMUNICATIONS EQUIPMENT SHARING
AGREEMENT**

This Inter-Local Cooperation Agreement hereinafter referred to as the “Agreement”, is made pursuant to Neb. Rev. Stat. sections §13-801 through §13-827 (and any subsequent amendments thereto), and is entered into by the Boone County Board of Commissioners on behalf of the Boone County Sheriff’s Office; the Butler County Board of Supervisors on behalf of the Butler County Sheriff’s Office; the Columbus City Council and the Platte County Board of Supervisors Committee on behalf of the Columbus/Platte County Joint Communications Center; the Custer County Board of Supervisors on behalf of the Custer County Sheriff’s Office; the Hamilton County Board of Supervisors on behalf of the Hamilton County Sheriff’s Office; the Hall County Board of Supervisors and the Grand Island City Council on behalf of the Grand Island/Hall County Emergency Communications Center; the Region 26 Council on behalf of Region 26; and, the Saunders County Board of Supervisors on behalf of the Saunders County Sheriff’s Office, hereafter collectively referred to as the “East Central 911”, this ____ day of _____, 2021.

WHEREAS, the East Central 911 Agencies recognize the benefit of shared E9-1-1 customer premise equipment (CPE) based on the requirement to connect CPE equipment to the ESI Net; and,

WHEREAS, the East Central 911 agencies have determined a method to share equipment through the creation of an East Central 911 equipment sharing governance board to monitor and maintain E9-1-1 CPE in the region, and,

WHEREAS, additional funding may become available through grants and subsidies to the system; and,

WHEREAS, a system to handle funds through the City of Columbus as the East Central 911 Fiscal Agent is established creating a separate account allowing for carryover of funds and a flexible budgeting system.

NOW, THEREFORE, in consideration of the foregoing recitals, the East Central Region 911 counties and cities, by and through their governing boards, agree as follows:

1. **DURATION:** This Agreement shall continue for the duration of five (5) years from the date of execution by the parties. This does not preclude other Counties or PSAPs from buying in during this agreement.

2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY: DELEGATION:** This Agreement will establish an East Central 911 governing committee

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(hereinafter referred to as the “Governing Regional Committee”). The Governing Regional Committee will be comprised of one representative from each of the eight (8) agencies making up the East Central 911 Region. Each agency’s respective representative will be appointed by their representative City Council, or the County Board of Supervisors/Commissioners or Region for that County or Region. The Clerk of each appointing authority will maintain a letter of appointment designating that representative. The Columbus/Platte County Joint Communications Center is governed by a joint committee, therefore the Clerk for the City of Columbus will maintain a letter of appointment designating the Columbus/Platte County Joint Communications Center representative. The City of Columbus, serving as fiscal agent by execution of this agreement, will maintain a copy of each letter of appointment for each representative appointed to serve on the Governing Regional Committee. The Governing Regional Committee shall administer this Agreement. If any other PSAP should join the group at a later time, their governing entity will appoint a similar representative to the Board for their County/PSAP or Region.

3. **POLICY:** It shall be the policy of the Governing Regional Committee for the East Central 911 Counties established by this Agreement to align with the rules and regulations of the Nebraska Public Service Commission as well as the statutes of the State of Nebraska as they pertain to the operation of E911 call processing equipment.
4. **OVERSIGHT:** The Governing Regional Committee shall oversee and administer the E9-1-1 call processing system. The Governing Regional Committee will be chaired by a committee representative elected by the committee representatives at their first meeting by a simple majority vote. Any decisions affecting policy, recommendation, and/or subsequent change that alter the purpose of the Agreement will be implemented only after the Governing Regional Committee reaches a majority respectively. Other agency participants can request to become party to this interlocal agreement, and such costs and requirements will be determined at the time of the request. The Governing Regional Committee shall prepare and adhere to bylaws governing the procedures which shall be used in making determinations and conducting its affairs.
5. **COST:** Member agencies will share the equipment and support costs of each Host site, as well as the initial alternate connection cost. The determining share is dependent upon the number of positions at each agency. Positions added after the execution of this contract will not affect the share cost for the duration of the contract. Member agencies are responsible the cost of equipment at individual agency sites, which are referred to as remote sites, and annual alternate connection fees. Each member agency shall agree to pay the projected costs listed on the “Projected Agency Costs” table included as part of this agreement. The maximum annual cost for each agency shall not exceed an additional 8% of the projected cost for each agency. Any agency whose cost goes beyond the maximum cost has the option to renegotiate or challenge this agreement.

There are some re-occurring costs that all public service answering points incur in their day-to-day operations (i.e. telephone usage bills, data transport, dispatcher salaries); these costs are not figured into the projected costs, and will be the responsibility of each individual agency, however the EC911 group may negotiate for group pricing of these items if beneficial to the agencies involved. These costs listed shall include equipment costs, provider services, system upgrades, warranties and enhancements related to central or common components or services. Each member agency shall be required to keep a current Software System Support and Extended Hardware Warranty agreement for remote sites. Additions of equipment or services used by each participating agency, including the required support and warranty agreement, will be the responsibility of that agency and is not included in the projected costs. When serving on the Governing Regional Committee, expenses incurred by a jurisdiction are the sole responsibility of the jurisdiction.

6. **Separation:** This agreement may be terminated by any of the parties providing one hundred and eighty (180) days prior written notice to the governance committee. Because of the nature of E9-1-1 call processing equipment, all East Central 911 Region member counties understand there is no buyout to this agreement. Any equipment purchased by a party to this agreement will remain with that agency. Host equipment will remain as property of all parties of this agreement.
7. **Severability:** If it shall be determined by a court or other governmental body of competent jurisdiction that any provision of this interlocal agreement shall be invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not invalidate the entire agreement and shall not affect the other terms and provisions of this Agreement. To the extent legally possible, any invalid or unenforceable provision will be modified to reflect the parties' original intention
8. This agreement shall replace the Interlocal Cooperation Agreement between the parties dated on or about September, 2013, as may have been amended from time to time.

Projected Agency Costs

Agency	Year 1	Year 2	Year 3	Year 4	Year 5
Boone County	\$33,762.36	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Butler County	\$37,940.47	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20
Columbus/Platte County JCC	\$26,003.93	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Custer County	\$51,267.99	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Grand Island/Hall County ECC	\$34,408.41	\$2,2023.31	\$2,058.45	\$2,094.55	\$2,131.51
Hamilton County	\$59,467.81	\$1,741.84	\$1,769.96	\$1,798.84	\$1,828.41
Region 26	\$26,597.36	\$1,460.38	\$1,481.47	\$1,503.13	\$1,525.31
Saunders County	\$50,986.85	\$1,178.92	\$1,192.98	\$1,207.42	\$1,220.20

The parties hereto agree to adopt this Agreement by resolution and shall file the same with their respective Clerks.

BOONE COUNTY BOARD OF COMMISSIONERS
ALBION, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

HALL COUNTY BOARD OF SUPERVISORS
GRAND ISLAND, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

BUTLER COUNTY BOARD OF SUPERVISORS
DAVID CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

PLATTE COUNTY BOARD OF SUPERVISORS
COLUMBUS, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

COLUMBUS CITY COUNCIL
COLUMBUS, NEBRASKA

BY: _____
MAYOR

Dated this ___ day of _____, 202_

SAUNDERS COUNTY BOARD OF SUPERVISORS
WAHOO, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

HAMILTON COUNTY BOARD OF SUPERVISORS
CENTRAL CITY, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

REGION 26 COUNCIL
TAYLOR, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ Day of _____, 202_

CUSTER COUNTY BOARD OF SUPERVISORS
BROKEN BOW, NEBRASKA

BY: _____
CHAIRPERSON

Dated this ___ day of _____, 202_

GRAND ISLAND CITY COUNCIL
GRAND ISLAND, NEBRASKA

BY: _____
MAYOR

Dated this ___ day of _____, 202_

RESOLUTION 2022-1

WHEREAS, the Grand Island Emergency Center, managed by the Grand Island Emergency Management Department is the Public Safety Answering Point (PSAP) for all of Hall County; and

WHEREAS, since 2019, the Grand Island Emergency Center has been a member of the East Central 911 Region (EC911) group which operates a shared 911 system (Call Works) in order to decrease costs, increase redundancy and share resources through statewide networks; and

WHEREAS, EC911 shared system host equipment is due for replacement, the cost of which is divided among all EC911 group members by the number of dispatch consoles in each Center, and

WHEREAS, additional 911 Centers are proposing to join the EC911 group, enlarging the membership of EC911, and

WHEREAS, each member of EC911, such as the Grand Island Emergency Center, will purchase and maintain any local 911 equipment which is not a shared resource among the EC911 group, and

WHEREAS, an updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement will provide the framework for the purchase and maintenance of the new host equipment as well as include new EC911 members in cost sharing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that:

1. The Mayor is hereby authorized and directed to approve the updated East Central 911 Interlocal Cooperation 911 Emergency Communications Equipment Sharing Agreement and the continued partnership of the Grand Island Emergency Center with the East Central 911 group.

Adopted by the City Council of the City of Grand Island, Nebraska, January 11, 2022.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 7, 2022	☐ City Attorney