



City of Grand Island

Tuesday, March 28, 2006

Council Session

Item G19

**#2006-102 - Approving Interlocal Agreement with Hall County for
New Law Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief
Meeting: March 28, 2006
Subject: Interlocal Agreement for New Law Enforcement Center
Item #'s: G-19
Presenter(s): Steven Lamken, Police Chief

Background

The City is in the bidding process for the construction of a new law enforcement center for the Police Department and the Hall County Sheriff's Office. An interlocal agreement addressing costs of operations of the new center has been drafted after review by the administration of both agencies, legal departments, and representatives from City and County Government.

Discussion

The proposed interlocal agreement provided for the sharing of costs for the operation of the new collocated law enforcement center. The agreement provides for the sharing of costs of ongoing operations such as utilities, maintenance and housekeeping in addition to establishing funding for future maintenance, equipment and furnishings costs. The Council participated in a joint City Council/County Board meeting to discuss concerns and or changes to the interlocal agreement. The presented agreement reflects the requested changes from the joint meeting.

Alternatives

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

1. Move to approve the Interlocal Agreement
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 to approve the interlocal agreement.

Sample Motion

Motion to approve the Interlocal Agreement for the new Law Enforcement Center with Hall County.

**INTERLOCAL AGREEMENT
FOR
THE CO-LOCATED CITY/COUNTY PUBLIC SAFETY CENTER
BY AND BETWEEN THE
COUNTY OF HALL AND THE CITY OF GRAND ISLAND**

WHEREAS, it is in the best interest of Hall County, Nebraska, hereinafter referred to as “Hall County” or “County” to participate in a joint law enforcement center with the City of Grand Island, Nebraska, hereinafter referred to as “City” or “Grand Island”; and

WHEREAS, it is in the best interest of Grand Island to participate in a joint law enforcement center with the County; and

WHEREAS, the County and the City wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 through §13-827, as authorized under the laws of the State of Nebraska; and

WHEREAS, the Hall County Board of Supervisors has reviewed this agreement and has passed a resolution approving the same and authorizing the chairman thereof to execute this agreement; and

WHEREAS, the Grand Island City Council has reviewed this agreement and passed a resolution approving the same and authorizing the Mayor of the City to execute this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, each of the parties hereby intend to be bound by this document and agrees as follows:

**I.
GENERAL TERMS**

- A. **Term of Agreement.** The term of this agreement shall be perpetual, unless terminated as provided in this document hereafter.
- B. **Purpose of Agreement.** The purpose of this agreement is to provide the terms for the shared use of a public safety center building. The City of Grand Island shall construct a joint law enforcement facility which shall be occupied by members of the Hall County Sheriff’s Office and the Grand Island Police Department. The County and City hereby agree that law enforcement information management services and law enforcement property and evidence services shall be provided for both agencies in a combined manner as set forth in Interlocal Agreements between the parties hereto.

**II.
LAW ENFORCEMENT CO-LOCATION COMMITTEE**

- A. **Establishment of Committee.** Combined services will be regulated by a board to be known as Law Enforcement Co-Location Committee (hereinafter referred to as “Committee”), which shall be responsible for advising the cooperative undertaking of the combined services. The Committee shall consist of six (6) members, one from the Hall County Board of Supervisors, one from the City Council of Grand Island, the Hall

County Sheriff (hereinafter referred to as “Sheriff”), the Grand Island Chief of Police (hereinafter referred to as “Chief”) and one resident of the City of Grand Island to be appointed by the Mayor of Grand Island and one resident of Hall County to be appointed by the Chairman of the Hall County Board of Supervisors.

- B. **Committee Responsibilities.** The Committee shall be advisory in nature and shall have the responsibility to make recommendations to the governing bodies of the City and County regarding policies for the use of the shared facility.
- C. **Legal Entity.** There shall be no separate legal entity formed to conduct this cooperative undertaking.

III.

LAW ENFORCEMENT INFORMATION MANAGEMENT SYSTEM

- A. **Administration.** Hall County shall be responsible for the administration of combined law enforcement information management systems for the Hall County Sheriff’s Office and the Grand Island Police Department.
- B. **Interlocal Agreement.** The duties and responsibility of Hall County to provide law enforcement information management systems shall be in accordance with the Interlocal Agreement signed on August 6, 2001, or as hereinafter revised or amended from time to time, between Hall County and the City of Grand Island as attached hereto and incorporated herein by reference as Exhibit “1”.

IV.

LAW ENFORCEMENT EVIDENCE AND PROPERTY SERVICES

- A. **Administration.** The City of Grand Island shall be responsible for administration of combined law enforcement evidence and property services.
- B. **Interlocal Agreement.** The duties and responsibilities of the City of Grand Island shall include, but not be limited to the provisions of an Interlocal Agreement to be signed at a later date.

V.

FACILITY USE AGREEMENT

- A. **Conveyance of Real Estate.** The City of Grand Island and Hall County agree to locate law enforcement operations in a public safety center building to be located on a tract of land currently owned by the County and which shall be conveyed to the City on East Highway 30 as describe in Exhibit “3” as attached to this agreement and incorporated herein by reference. This real estate shall be conveyed to the City of Grand Island for One Dollar (\$1.00) and in consideration of the benefits granted to the County for the use of the facility as set forth in this agreement which provides for the City to make space available for the Hall County Sheriff’s Department. The real estate shall be conveyed by the County prior to the City beginning construction of the public safety center building. The County agrees that its Board of Supervisors shall pass all necessary resolutions and

take any other action required by Nebraska Statutes to legally transfer this real estate to the City by warranty deed, conveying a marketable fee simple title free and clear of liens and encumbrances. City shall obtain and pay for title insurance prior to accepting this real estate to verify that it is receiving a marketable title.

- B. **Surveying.** Grand Island shall retain and pay for a surveyor to survey the real estate that it is to receive from Hall County for the Public Safety Center. Grand Island's employees and contractors shall have access to this property for surveying and performing soil tests to determine that the land is suitable to use for constructing a public safety center building.
- C. **Construction of Building.** The City of Grand Island hereby agrees to construct a building of approximately 44,700 square feet to be used as a law enforcement public safety center on the land conveyed to the City of Grand Island as set forth in V(A) above. The City of Grand Island will finance and pay for this facility.
- D. **Ownership of Building.** The City of Grand Island shall be the owner of the public safety center building and in the event that this agreement is terminated pursuant to the terms of paragraph VIII(A), Hall County shall not have any right, title or interest in the real estate.
- E. **Furnishings.** The City of Grand Island shall provide the Hall County Sheriff's Office furnished office and work space to include, but not necessarily be limited to administration, supervision, civil process, crime prevention, education and investigation services. Furnishings shall be defined as items such as desks, chairs, tables, filing cabinets, bookcases, and systems furnishings. Existing furnishings moved to the new facility shall continue to be owned by that agency. New furnishings purchased by the City for the facility shall be owned by the City.
- F. **Equipment.** Equipment shall be defined as electronic, information technology, or other office equipment such as computers, printers, typewriters, cash registers, etc. Equipment shall be owned by the individual agency and be the responsibility of the individual agency except for jointly used equipment such as photocopiers. The City shall be responsible for providing and paying for the operations of joint use equipment including purchase and or lease, supplies, maintenance and paper. The County shall pay thirty percent (30%) of the costs for the operations of joint use equipment. The City shall bill the County on a quarterly basis for the cost of joint use equipment.
- G. **Telephone Equipment.** The City shall provide equipment and telephone lines in the facility to provide telephone and voice mail services to both agencies. This equipment shall be maintained and replaced with funds from the annual renovation and replacement reserve fees. The County shall pay thirty percent (30%) of the regular reoccurring telephone billing costs for lines and services. Each agency shall be responsible for their individual long distance service charges. This agreement does not cover cellular, mobile, or other phone services that are not provided through transmission lines into the facility.
- H. **Shared Facility Video and A/V Equipment.** The City shall be responsible for providing video and A/V equipment in the common use rooms of the facility. These rooms shall include the conference rooms, briefing room, lounge, physical fitness room, and the multipurpose/training rooms. The equipment for these rooms shall be maintained and replaced with funds from the Annual Renovation and Replacement Fees in V(J) of this

agreement and any additional monies needed to maintain and replace this equipment shall be paid by the City.

- I. **Common Areas/Shared Space.** The City of Grand Island shall further provide the Hall County Sheriff with the use of other space in the facility on a shared use basis between the Hall County Sheriff's Office and the Grand Island Police Department. Shared space shall be used in a cooperative manner. Shared space shall include but not necessarily be limited to lockers, lounge and break area, briefing, training, report preparation, interview and interrogations, storage, evidence and property, exercise and physical fitness, conference and meeting rooms, restrooms, lobby and hallways, garage and parking.
- J. **Annual Renovation and Replacement Reserve Fee.** The County and the City shall each pay an annual fee of Twenty Five Thousand Dollars (\$25,000.00) Which shall be due on October 1, 2007 and on October 1st of each year thereafter into a Renovation and Replacement Reserve Fund. The annual payment shall be reduced by an equal amount for both the County and the City if said payment causes the reserve fund to exceed Five Hundred Thousand Dollars (\$500,000). This fund shall be used by the City for equipment, furnishings and renovation to the law enforcement facility building. Any fees in the Renovation and Reserve Fund upon the termination of this agreement shall be retained by the City of Grand Island.
- K. **Adjustment of Annual Fee.** The annual fee as set forth in V(J) above may be adjusted by the City of Grand Island on an annual basis if approved by the Law Enforcement Co-Location Committee. The City shall be allowed to adjust the annual renovation and replacement reserve fee by increments of not to exceed 10%. Grand Island shall notify Hall County in writing by August 1st of each year of any changes in the annual renovation and replacement reserve fee for the next year. The City shall provide information pertaining to the reasons for any adjustment in the fee.
- L. **Maintenance and Operational Expenses.** The City of Grand Island shall be responsible for the maintenance of the law enforcement center building. Grand Island shall provide the Hall County Sheriff building maintenance, including maintenance of the structure and all systems of the building, housekeeping, remodeling and Utilities, excluding long distance telephone services. Maintenance and operation expenses shall be divided with the City paying 70% of these expenses and the County paying 30%. The projected operating budget for the first fiscal year for the county's 30% share is estimated to be \$58,000.00.
- M. **Quarterly Operating Expense Statement and Requirements for Payment.** Grand Island shall provide the County with costs of maintenance and operation of combined services as set forth in V(L) above, on a quarterly basis. Hall County agrees to make payments to Grand Island on a quarterly basis. The first quarter shall begin on the first day of October. Each quarter shall consist of three calendar months in length based upon the first quarters beginning date. The initial payment for combined services shall be based upon that portion of any quarter in which the combined service begins to be provided. Payments will be made for the first three quarters based upon the budgeted amount for the first fiscal year of \$58,000, which will be \$14,500 for each of the first three quarters; the fourth quarter payment will be adjusted based upon actual expenditures for that fiscal year. Payments shall be made by the County to the City within forty-five (45) days of the completion of any quarter.

- N. **Adjustment of Cost Sharing.** The City of Grand Island or Hall County may initiate a review and adjustment of the percentages and costs of combined services as set forth in paragraph V(L) above. The initial term of this agreement shall be in effect for the two (2) fiscal years after the beginning of combined service before a review and adjustment may be made. The City or the County may initiate a review and adjustment every two (2) years thereafter. A review and adjustment must be made and completed by June 1 of the year preceding completion of the above two year period.

VI. ACCESS AND DRIVEWAY

- A. **Private Driveway Construction and Acknowledgement of Easement.** A private driveway and ancillary storm sewer infrastructure will be constructed from the south side of U.S. Highway 30 into the Luzenac Fourth Subdivision of the City of Grand Island. This driveway will be located on an Ingress and Egress Easement shown on the plat for the Luzenac Fourth Subdivision in the City of Grand Island, Nebraska, as filed October 14, 2005. The City and the County each acknowledge that this Ingress and Egress Easement as shown on the plat is partially on Lot One (1), Luzenac Fourth Subdivision which will be conveyed by the County to the City; and that a portion of this Ingress and Egress Easement is on Lot Two (2), Luzenac Fourth Subdivision which is owned by the County. City and County each accept and acknowledge this easement as a valid perpetual Ingress and Egress Easement to provide access to their respective properties.
- B. **Cost Sharing for Driveway Construction.** The private driveway to be constructed on the Ingress and Egress Easement referenced in paragraph VI(A) above will provide equal access to the City and County properties in Luzenac Fourth Subdivision in the City of Grand Island, Nebraska. The City and County hereby agree to share equally the expense of installing water and sanitary sewer mains, the concrete road, curb, gutter and storm sewer that serves the driveway, as well as all ancillary expenses of connecting the driveway to U.S. Highway 30, including, but not limited to, the cost of any traffic light or other traffic control measures. Said driveway and infrastructure shall be engineered to specifications established by the City of Grand Island Public Works Department.

VII. DUPLICATION OF COMBINED SERVICES PROHIBITED

There shall be no duplication of combined services as set forth in this agreement by any party subject to this Interlocal Agreement.

VIII. TERMINATION

- A. **Notice of Termination.** Hall County or the City of Grand Island may terminate this agreement effective on the 1st day of October in any year after 2011; provided however, written notice of such termination must be delivered to the other party not less than three hundred sixty (360) days before said termination is to become effective.

B. **Property Ownership.** There shall be no jointly held property acquired pursuant to this agreement. Any property in this facility shall be held by the acquiring party and shall belong to said party upon termination of this agreement.

PASSED and approved this _____ day of _____, 2006.

Attest:

HALL COUNTY BOARD OF SUPERVISORS,

Marla Conley, County Clerk

By: _____
James M. Eriksen, Chairman

PASSED and approved this _____ day of _____, 2006.

Attest:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Jay Vavricek, Mayor

RESOLUTION 2006-102

WHEREAS, the City is planning for the construction of a new law enforcement center for the Police Department and the Hall County Sheriff's office; and

WHEREAS, the costs to operate and maintain the building will be shared between the Police Department and Sheriff's office, as well as for providing funding for future maintenance, equipment and furnishings; and

WHEREAS, an Interlocal Agreement for such funding costs has been drafted; and

WHEREAS, on March 7, 2006, a joint City Council / County Board meeting was held to discuss the proposed interlocal agreement; and

WHEREAS, as a result of such joint meeting, changes were made to the interlocal agreement, and it is now recommended for final approval.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement by and between the City and the County of Hall for the sharing of costs for the operation of the new co-located law enforcement center 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, March 28, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
March 23, 2006 ☐ City Attorney