



City of Grand Island

Tuesday, April 11, 2006

Council Session

Item G25

**#2006-121- Approving Interlocal Agreement for Cooperative
Public Safety Services for Interoperable Radio System**

Staff Contact: Lela Lowry

Council Agenda Memo

From: Lela L. Lowry, Emergency Management/911 Director

Meeting: April 11, 2006

Subject: Inter-local agreement for cooperative public safety services.

Item #'s: G-25

Presenter(s): Lela L. Lowry, EM/911 Director

Background

This is an agreement between the counties of Adams, Buffalo, Chase, Clay, Dawson, Dundy, Frontier, Furnas, Gosper, Hall, Hamilton Harlan, Hayes, Hitchcock, Kearney, Nuckolls, Phelps, Red Willow and Webster and the participating cities and villages within these counties to form an interoperable radio system among public safety agencies. A radio system that has the capability of connecting multiple frequencies from multiple agency and counties will ensure effective communication and a quicker response without dispatchers having to “relay” information from one agency to another.

Discussion

Enter into the multi-county agreement to continue to receive Homeland security funding for maintenance and service to the inter-operability communications equipment.

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 move to approve this Inter-Local Agreement for Cooperative Public Safety Service.

Sample Motion

Motion to approve the Inter-Local Agreement for Cooperative Public Safety Service.

**INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, CHASE, CLAY, DAWSON, DUNDY,
FRONTIER, FURNAS, GOSPER, HALL, HAMILTON, HARLAN, HAYES,
HITCHCOCK, KEARNEY, NUCKOLLS, PHELPS, RED WILLOW AND WEBSTER,
AND THE CITIES AND VILLAGES WITHIN SAID COUNTIES.**

THIS AGREEMENT is made and entered into this _____ day of _____ 2006, by and between the **Counties of Adams, Buffalo, Chase, Clay, Dawson, Dundy, Frontier, Furnas, Gosper, Hall, Hamilton, Harlan, Hayes, Hitchcock, Kearney, Nuckolls, Phelps, Red Willow, and Webster and the participating cities and villages within said counties**, all being bodies political and corporate and political subdivisions of the state of Nebraska, hereinafter referred to collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, the Parties desire to form an interoperable radio system among public safety agencies; and

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

WHEREAS, Neb. Rev. Stat. §13-801 provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

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

WHEREAS, Neb. Rev. Stat. §29-215 authorizes municipalities and counties to enter into contracts with any other municipality or county to form, operate and maintain an interoperable radio system

NOW, THEREFORE, the parties mutually covenant and agree as follows:

- 1) **Definition:** CNRI is the Central Nebraska Radio Interoperability group composed of the governmental agencies participating in this agreement.
- 2) **Purpose:** To establish, maintain and operate a public safety Interoperable Radio System within the jurisdictions of the participating agencies.
- 3) **Term.** This agreement shall have a term of five (5) years commencing July 1, 2004.

- 4) **Termination.** This agreement may be terminated at any time, with or without cause, upon the mutual consent of a majority of the member Parties.
- 5) **Withdrawal.** Any Party may withdraw from this agreement at any time, with or without cause, upon providing to the non-withdrawing Parties a written notice of such withdrawal given not less than one hundred eighty (180) days prior to the effective date of the withdrawal.
- 6) **Governance.** The activities of the cooperative undertaking shall be governed by a board comprised of one representative from each of the Parties, hereinafter referred to as the "CNRI Policy Board." The CNRI Policy Board shall meet not less than two times each calendar year. The CNRI Policy Board shall select as officers a chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the CNRI Policy Board shall be required to take action. All questions before the CNRI Policy Board shall be determined by majority vote of the members present. The CNRI Policy Board may adopt such by-laws and rules of procedure as deemed appropriate by the CNRI Policy Board.
- 7) **Cooperative powers and Authority.** Each Party shall maintain their radio system, microwave and other operating components of the radio systems. Each shall grant permission for any public safety agency to utilize such system.
- 8) **Claims and Indemnity.** At all times while utilizing the radio system the employee of the Party shall remain an employee of the employing agency. Each Party shall provide liability insurance and indemnification for its own personnel as provided in Neb. Rev. Stat. §13-1802.
- 9) **Modification.** This Agreement may be modified by written agreement of the Parties.
- 10) **No Separate Entity.** There shall be no separate legal entity created through this Interlocal cooperation agreement. Said agreement shall be jointly administered by the CNRI Policy Board as provided in section 6 above.
- 11) **Property.** Any property acquired or made available by any party to this agreement for the purposes of this agreement shall remain the property of the party acquiring or making such property available and shall be disposed of by such party as provided by law, regulation, or ordinance governing the same.
 - a) Any property acquired jointly shall, upon termination, be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property. In the event any Party withdraws from this agreement, an equitable distribution of the jointly held property, or the fair market value thereof, shall be made to the withdrawing party based upon the withdrawing Party's financial contributions toward the purchase and maintenance of any such jointly held property.

- b) Any party can be elected or appointed by the CNRI Policy Board to act as fiscal or purchasing agent in accordance with state law.
- c) Any property to be purchased and jointly held by the Parties shall be purchased pursuant to the purchasing rules or statutes applicable to the Party making the purchase on behalf of the Parties.
- d) Any surplus or unusable jointly held property shall be disposed of pursuant to the rules or statutes applicable to the Party making such disposition on behalf of the Parties. The proceeds of any sale or disposition of jointly held property shall be equitably distributed among the Parties based upon the Parties' financial contributions toward the purchase and maintenance of any such property.
- e) An inventory of all property jointly held and a report on the disposition of any joint property sold, transferred or disposed of during the prior twelve months shall be provided to the City or County Clerk of each Party on or prior to April 1 of each year.

12) **Finances.** This agreement shall be financed by funds available to the parties hereto.

13) **Provision of Assistance.** Pursuant to the Interlocal Cooperation Act, any party to this agreement, in the party's sole discretion, may appropriate funds and may sell, lease, give, or otherwise provide assistance, including personnel and services, as may be within the party's legal power to furnish.

14) **Additional Agreements.**

- a) This agreement shall become effective for each party when that party by ordinance, motion or resolution adopts and approves this agreement and authorizes the proper official to execute this agreement.
- b) Additional cities or counties may become parties to this agreement upon acceptance and execution of this agreement, and upon approval by the governing bodies of the Parties already a party to this agreement.

Dated _____, 2006


City of Grand Island, Nebraska

by: _____
Mayor

[attest]

City Clerk

Approved as to form:



City Attorney

Dated _____, 2006

The County of Hall

by: _____
Hall County Board of Supervisors

[attest]

County Clerk

Approved as to form:

Hall County Attorney

RESOLUTION 2006-121

WHEREAS, the Central Nebraska Radio Interoperability group is composed of governmental agencies within the counties of Adams, Buffalo, Chase, Clay, Dawson, Dundy, Frontier, Furnas, Gosper, Hall, Hamilton, Harlan, Hayes, Hitchcock, Kearney, Nuckolls, Phelps, Red Willow and Webster; and

WHEREAS, it is recommended that a public safety Interoperable Radio System be established, maintained, and operated within the jurisdictions of the participating agencies; and

WHEREAS, an Interlocal Agreement has been reviewed and approved for such project by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement for Cooperative Public Safety Services by and among the counties of Adams, Buffalo, Chase, Clay, Dawson, Dundy, Frontier, Furnas, Gosper, Hall, Hamilton, Harlan, Hayes, Hitchcock, Kearney, Nuckolls, Phelps, Red Willow and Webster, and the cities and villages within said counties to establish, maintain and operate a public safety Interoperable Radio System is hereby approved.

BE IT FURTHER RESOLVED, that 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, April 11, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 6, 2006 ☐ City Attorney