



City of Grand Island

Tuesday, November 13, 2007

Council Session

Item G4

#2007-271 - Approving Interlocal Agreement for Cooperative Public Safety Services with the South Central Planning, Exercise and Training Region (SCPETR)

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 13, 2007

Subject: South Central Planning, Exercise and Training Region
Interlocal Agreement

Item #'s: G-4

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

In an effort to coordinate planning, exercises and training programs for public safety and homeland security initiatives, the State of Nebraska has divided counties into Planning, Exercise and Training (PET) Regions. Hall County and its municipalities are in the South Central PET Region (SCPETR). In order for the City and County agencies to benefit from this regional program, its grant funding and activities, Counties and their respective largest municipalities are required to enter into an Interlocal Agreement.

Discussion

A growing number of emergency management, public safety and homeland security initiatives in the State of Nebraska are being coordinated through PET Regions. Recently, the Nebraska Emergency Management Agency (NEMA) has divided the State into seven (7) regions. Hall County and all its municipalities are located in the South Central Planning, Exercise and Training Region (SCPETR). Other counties included in this region include Buffalo, Adams, Hamilton, Dawson, Clay, Harlan, Gosper, Frontier, Franklin, Lincoln, Kearney, Phelps, Nuckolls, and Webster. NEMA has also required that the major municipalities of each county enter into this agreement in order to benefit from this program.

This Interlocal Agreement establishes the Planning, Exercise and Training Program for this South Central Region. The agreement has a term of five (5) years, though it is anticipated to be renewed following the end of the term. Any party may withdraw with 90 day notice.

Participation in this Interlocal Agreement is required for agencies to benefit from a variety of Federal and State grants, including the State Homeland Security Grant, Law Enforcement Terrorism Prevention Program, and various interoperable communications grants. These grants are authorized to fund expenses for equipment, software, training, and exercises.

The SCPETR is governed by a Policy Board, generally comprised of emergency management directors from each party.

A Memorandum of Understanding accompanies this Agreement, but adoption of that MOU is required at the County Board level only by NEMA. All appropriate documents will be made available to the City Council and the Board of Supervisors for adoption.

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 Interlocal Agreement.

Sample Motion

Move to approve the Interlocal Agreement for Cooperative Public Safety Services with the South Central Planning, Exercise and Training Region (SCPETR) communities.

SOUTH CENTRAL (PET) REGION MEMORANDUM OF UNDERSTANDING

Overview

The South Central PET Region and Harlan County recognize the need for coordination within the region for regional planning, exercise, and training (PET). Today's public safety realities have highlighted the need for counties to function regionally and establish the PET process for interoperable communications, mutual aid, and emergency response plans. This process not only goes beyond traditional jurisdictional boundaries but across disciplines as well.

To institute the regional PET process, the **Adams, Buffalo, Clay, Dawson, Franklin, Frontier, Gosper, Hall, Hamilton, Harlan, Kearney, Lincoln, Nuckolls, Phelps, and Webster and the participating cities and villages within said counties**, emergency response agencies and public service agencies have worked cooperatively to develop a regional solution. This solution establishes the regional PET process for emergency response with procedures that are accessible and used by key public service officials, public safety officials, and public and private service executives.

Purpose

The regional PET process is the basis for formalizing the region. The purpose of the regional PET process is to provide structure for the South Central PET Region and create formalized governance in the form of a regional committee. This governance structure transcends traditional or mutual inter-discipline aid in terms of purpose. The regional PET process along with interoperable communications ensures an organized method of planning, exercising, and training for coordination of resources to expedite efficient deployment of those resources regionally. This shall serve primarily as the function to unify the regional PET process. Moreover, the signees of this memorandum of understanding will be responsible for coordinating with the region regarding the use of grant funds for the regional PET process, and equipment.

Policy

It shall be the policy that the region will align with the State Homeland Security Strategy when requesting Homeland Security Funds. Another requirement of the region is to maintain a 5 year regional PET calendar. Local Emergency Operation Plans (LEOP) shall be maintained by the individual counties. The purpose of these requirements is to ensure collaboration between local jurisdictions. All signees will be responsible for coordinating with the region regarding the use of grant funds for PET and equipment, in accordance with the approved equipment list (AEL). Regional partners shall address the sustainability of the PET program and equipment acquired through the Homeland Security Grant Program.

This PET Memorandum of Understanding in no way supersedes, overrides or overrules any other MOU, Mutual Aid Agreement or Interlocal Agreement the Region or Counties might have in place prior to the implementation of this MOU. In addition 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 ninety (90) days prior to the effective date of the withdrawal.

Oversight

Each county participating in the use of the regional PET process will provide the Emergency Management Director as the representative to the regional committee after entering into this MOU. Oversight of the regional PET process is administered through the South Central PET Region which will be chaired by a representative of that committee. Any issues affecting policy, recommendation,

and/or subsequent change that alter the purpose of the MOU will be implemented only after a consensus is reached by the regional committee respectively. Accordingly, each county will be responsible for oversight authority of their jurisdiction. It is the responsibility of county to ensure that the regional SOPs are followed when necessary and to ensure that the National Incident Management System and the National Response Plan will be integrated into the regional PET process.

Executed this ___ day of _____, 2007.

Hall County

by: _____
Chairperson
County Board of Supervisors

**INTERLOCAL AGREEMENT FOR COOPERATIVE PUBLIC SAFETY
SERVICES
BY AND AMONG
THE COUNTIES OF ADAMS, BUFFALO, CLAY, DAWSON, FRANKLIN,
FRONTIER, GOSPER, HALL, HAMILTON, HARLAN, KEARNEY, LINCOLN,
NUCKOLLS, PHELPS, AND WEBSTER, AND THE CITIES AND VILLAGES
WITHIN SAID COUNTIES.**

THIS AGREEMENT is made and entered into this ___ day of _____ 2007, by and between the **Counties of Adams, Buffalo, Clay, Dawson, Franklin, Frontier, Gosper, Hall, Hamilton, Harlan, Kearney, Lincoln, Nuckolls, Phelps, and Webster and the participating cities and villages within said counties**, all being a 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 a Planning, Exercise and Training Region 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 the 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 a Planning, Exercise and Training Program”

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

- 1) **Definition:** SCPETR is the South Central Planning, Exercise and Training Regional group composed of the governmental agencies participating in this agreement.
- 2) **Purpose:** To establish, maintain and operate a public safety Training Exercise and Training Program within the jurisdictions of the participating agencies.

- 3) **Term.** This agreement shall have a term of five (5) years commencing June 1, 2007.
- 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 Ninety (90) 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 or more representatives from each of the Parties, hereinafter referred to as the "SCPETR Policy Board." The SCPETR Policy Board shall meet not less than four times each calendar year. The SCPETR Policy Board shall select as officers a chairperson, Vice-Chairperson and a secretary who shall serve terms of one year. A quorum of not less than a majority of the SCPETR Policy Board shall be required to take action. All questions before the SCPETR Policy Board shall be determined by majority vote of the members present. The SCPETR Policy Board may adopt such by-laws and rules of procedure as deemed appropriate by the SCPETR Policy Board.
- 7) **Cooperative Powers and Authority.** Each Party shall maintain their local PET program, and other operating components of the local Emergency Management Program. Each shall grant permission for any public safety agency to participate in any such program.
- 8) **Claims and Indemnity.** At all times while utilizing or participating in the PET program 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 SCPETR Policy Board as provided in section 4, 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 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 SCPETR 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 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 or as directed by the Nebraska Emergency Management Agency.

Executed this ____ day of _____,
2007.

Executed this ____ day of _____,
2007.

County of Hall

City of Grand Island

by: _____
Chairperson
County Board of Supervisors

by: _____
Mayor

[attest]

[attest]

County Clerk

City Clerk

Approved as to form:

Approved as to form:

County Attorney

City Attorney

RESOLUTION 2007-271

WHEREAS, in an effort to coordinate planning, exercises and training programs for public safety and homeland security initiatives, the State of Nebraska has divided counties into Planning, Exercise and Training (PET) Regions; and

WHEREAS, Hall County and its municipalities are in the South Central PET Region (SCPETR); and

WHEREAS, in order for the City of Grand Island to benefit from SCPETR grant funding and activities, it is required that the city enter into an interlocal agreement with the regional program; and

WHEREAS, it is in the best interests of the City of Grand Island to enter into the Interlocal Agreement with SCPETR

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement between the South Central Planning, Exercise and Training Region (SCPETR) and the City of Grand Island 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, November 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
November 8, 2007	☐ City Attorney