



# City of Grand Island

Tuesday, January 27, 2015

Council Session

## Item G-10

**#2015-23 - Approving Telecommunications Equipment Site Use Agreement for East Central 911 System**

Staff Contact: Jon Rosenlund

# Council Agenda Memo

**From:** Jon Rosenlund, Director of Emergency Management  
**Meeting:** January 27, 2015 Council Meeting  
**Subject:** 911 Telecommunications Equipment Site Use Agreement  
**Item #'s:** G-10  
**Presenter(s):** Jon Rosenlund, Director of Emergency Management

## Background

A group of 7 counties in East Central Nebraska, called East Central 911 (EC911), have requested that the City of Grand Island Emergency Management Department host a portion of their new 911 telecommunications equipment upgrade in the Emergency Management Department within City Hall. This is necessary for their regional 911 system to receive 911 calls from the local CenturyLink site, and transmit these calls to the 7 participating counties through the Nebraska Radio Interoperability Network (NRIN). The EC911 will pay a rental fee of \$360.00 annually to compensate for site use and electrical service. The Department has no responsibilities for maintaining, repairing or monitoring this equipment.

## Discussion

Seven counties in East Central Nebraska, ranging from Merrick to Platte Counties, have entered into a collective agreement for providing emergency 911 services to each participating county through a shared 911 telecommunications system. Called the East Central 911 system, (EC911), this system provides each county with 911 services, but the costs of purchase and maintenance of their hardware is shared by the group. Hardware is installed in only a few areas, while 911 calls are routed to each individual PSAP by IP routing through the statewide Nebraska Radio Interoperability Network (NRIN).

EC911 has requested that a portion of their 911 telecommunications equipment be housed in the Grand Island Emergency Center due to our proximity to the CenturyLink office and our connection to NRIN. The Department will provide space for their equipment and continuous electrical supply. Maintenance, repair and monitoring of the EC911 equipment is solely the responsibility of EC911 and its contracted repair personnel.

The agreement presented to Council is the result of conversations between EC911 representatives and the Director of Emergency Management. In the agreement, the Department will provide a site and electrical service to the Equipment and access to EC911 personnel and contracted maintenance as necessary. In return, the EC911 will pay an annual fee of \$360.00. The term of the agreement is 7 years and can be cancelled with 90 days' notice.

The agreement has also been reviewed by the City Attorney. EC911 delivered three signed copies of the agreement and wishes for the Mayor of Grand Island to complete this agreement so they may proceed in the completion of their 911 installation.

### **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 agreement.

### **Sample Motion**

Move to approve the agreement.

**Telecommunications Equipment Site Use Agreement**  
**between**  
**(Tenant) East Central 911 Equipment Sharing Group**  
**and**  
**(Property Owner) City of Grand Island, Nebraska**

The following agreement shall define the terms and conditions of an agreement between the stated parties for the purpose of installing, operating and maintaining telecommunications equipment to be utilized for public safety communications and operations.

---

1. Definitions

- a. **"Site"**: The Grand Island, Nebraska Emergency Communications Center located at 100 E. 1<sup>st</sup> St, Grand Island, NE.
  - b. **"Tenant"**: EC911  
C/O Columbus Police Department  
2419 14<sup>th</sup> St  
Columbus, NE 68601
  - c. **"Owner"**: City Of Grand Island, Nebraska  
Attn: Jon Rosenlund  
100 E. 1<sup>st</sup> St  
Grand Island, NE 68801
  - d. **"Equipment"**: Describes all telecommunications equipment and related hardware now or hereafter owned by Tenant and located at Owner's site. The authorized items of equipment include all upgrades, replacements and additional equipment owned by the Tenant at the Site. However, any additions (other than related to maintenance and/or repair) that may affect the operations at the Site must be presented to the Owner prior to installation.
  - e. **"Effective Date"**: of this lease: January 1, 2015.
  - f. **"Initial Term"**: of this agreement: 7 years.
  - g. **"Renewal Terms(s)"** of this agreement shall be one-year periods or any other multi-year period mutually agreed upon by the Owner and Tenant, beginning on the 1<sup>st</sup> day of the 1<sup>st</sup> month after the completion of the Initial Term.
  - h. **"Initial Term Rent"**: Tenant shall pay to the Owner the amount of \$360 per year which shall cover the cost of electricity needed to operate Tenant's Equipment and any general maintenance required at the Site.
  - i. **"Renewal Term Rent"**: The annual rental fee of \$360 shall be reviewed prior to the initiation of any Renewal Term period and may be adjusted as deemed necessary by the Owner, subject to agreement by the Tenant.
2. **Rent Payments**: Tenant shall pay Owner the rent due at Owner's address listed in section 1.c of this agreement. Rent shall be payable in advance of the period for which it is due. In the instance when the Tenant or the costs of hosting the Tenants equipment will require additional services from the Owner that result in a change in the direct costs to the Owner, the Owner reserves the right to alter the Rent Payment mid-year to meet this change in service. A notice of Rent Payment change will be submitted by the Owner to Tenant in writing, detailing the reasons

for the change. Changes to the Rent Payment will be assessed or reimbursed in that same calendar year.

3. **Termination:** Either party may terminate this agreement for any reason and at any time after providing the other party a 90 day written notice of its intent to do so. Upon termination, the Owner will reimburse the Tenant and prorated amount of the annual Rent Payment following complete removal of the Equipment and restoration of the workspace to its previous condition.

Upon termination of this agreement, Tenant shall have 60 days to remove all Equipment from the Site. Tenant shall surrender possession of the Site to Owner in good condition.

4. **Equipment Rules:** Tenant shall comply with all present and future rules and regulations regarding operations involving telecommunications equipment as they pertain to Tenant's Equipment. All equipment shall be installed following good engineering practices and standards and in a manner acceptable to the Owner.
5. **Access:** Owner shall allow Tenant or their agents reasonable access to the Site as needed for maintenance purposes.
6. **Use of Site:** The Site shall be used by the Tenant solely for the telecommunications purposes dictated in the agreement.
7. **Interference:** Tenant shall not do or permit any activity upon the Site which causes or permits physical, electronic or other interference with the existing facilities, equipment or operations or other users of the Site (including other Tenants and Owner).
8. **Maintenance**
  - a. **Owner:** Owner shall inspect, maintain and repair Site structure(s) so that they are safe and functional. Owner shall not be required to monitor, maintain, alter, replace, repair, or report failures of the Equipment.
  - b. **Tenant:** Tenant shall monitor, maintain and repair all of its Equipment at the Site so that the Equipment is safe and functional.
9. **Insurance**
  - a. **Owner:** Throughout the term of this lease. Owner shall maintain "all risk" hazard insurance on the structure of the Site and comprehensive general liability insurance as required.
  - b. **Tenant:** Throughout the term of this lease. Tenant shall maintain "all risk" hazard insurance on its Equipment and comprehensive general liability insurance coverage as required.
10. **Indemnification:** Tenant shall defend, indemnify and hold harmless the Owner for any loss or damage resulting from the intentional act or negligence of the Tenant. Owner shall defend, indemnify and hold harmless the Tenant for any loss or damage resulting from the intentional act or negligence of the Owner.
11. **Damage or Destruction:** If the structure holding the Tenant's Equipment is damaged or destroyed by fire, wind, flood, or other natural or manmade cause, Owner shall have the option to repair or replace the structure at Owner's expense or to terminate this Lease effective on the date of such damage or destruction. If Owner elects to terminate this lease, Tenant shall have no further obligations hereunder. If Owner elects to repair or replace structures, then rent shall abate until the repairs or replacement has been completed.

12. **Utilities:** Owner shall be responsible for providing electricity for the Site and back-up generator power to Equipment. Tenant will provide, as necessary, any battery power as needed to keep Equipment operational between any power outage and generator activation.

13. **Site Upgrades:** Tenant shall be responsible for the costs of site upgrades necessary to install Equipment.

14. **Miscellaneous Provisions:**

- a. This Agreement may be amended in writing only, signed by the parties in interest at the time of such amendment.
- b. Changes in rent fee and renewal terms may be agreed upon through email by the parties in interest at the time of such renewal.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date set forth in Section 1.e:

**OWNER:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

By: Bob Carey

Name: Bob Carey

Title: Chairman EC 9-1-1

STATE OF NEBRASKA }  
COUNTY OF \_\_\_\_\_ }

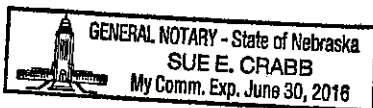
The foregoing Lease was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF NEBRASKA }  
COUNTY OF Platte }

The foregoing Lease was acknowledged before me this 8<sup>th</sup> day of January, 2014 by Bob Carey the Chairman of EC 911.

Sue E. Crabb  
Notary Public



R E S O L U T I O N 2015-23

WHEREAS, the East Central 911 group has requested to locate a portion of their new 911 telecommunications equipment within the Emergency Management Department due to its unique proximity to local telecommunications resources; and

WHEREAS, the East Central 911 group will compensate the City for the site use and electrical service on an annual basis; and

WHEREAS, this agreement may be cancelled at any time with 90 days' notice by either party, and

WHEREAS, the City Council of the City of Grand Island has reviewed this agreement and has authorized the Mayor of the City of Grand Island to sign the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to enter into a site use agreement with the East Central 911 according to the terms of the draft agreement presented to Council.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, January 27, 2015.

\_\_\_\_\_  
Jeremy L. Jensen, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☒ _____
January 23, 2015	☒ City Attorney