



City of Grand Island

Tuesday, July 27, 2010

Council Session

Item G16

**#2010-199 - Approving Interlocal Agreement for Cooperative
Public Safety Services Relating to Interoperable Radio System**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: July 27, 2010

Subject: CNRI – Interoperable Radio Agreement

Item #'s: G-16

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

In July 2004, the City of Grand Island joined with Hall County and over two dozen other Counties and major municipalities within Central Nebraska to establish the Central Nebraska Region for Interoperability (CNRI). That previous agreement has expired and is subject for renewal. To date, CNRI has provided the acquisition, installation and maintenance of interoperable communications systems, framed planning and coordination efforts, and improved emergency communications in emergency incidents. The Emergency Management Department recommends that the City Council renew its relationship with CNRI through the Interlocal Agreement presented to Council.

Discussion

In July 2004, the City of Grand Island joined with Hall County and over two dozen other Counties and major municipalities within Central Nebraska to establish the Central Nebraska Region for Interoperability (CNRI). Participating jurisdictions include the Counties of Adams, Buffalo, Chase, Custer, Dawson, Dundy, Franklin, Frontier, Furnas, Gosper, Hall, Hamilton, Harlan, Hays, Hitchcock, Kearney, Lincoln, Nuckolls, Phelps, Perkins, Red Willow, Sherman and Webster, as well as the major municipalities of these Counties. In fact, the CNRI model for overcoming challenges of communications interoperability have become a model for the State of Nebraska and the genesis of numerous other regional and statewide projects.

To date, CNRI has provided an avenue for the acquisition, installation and maintenance of interoperable communications equipment and systems. These systems include voice-over-IP radio connection technologies used in exercises and events throughout the region, as well as real-time text communications between communications centers.

The CNRI has provided the environment for the coordination of efforts in developing system policy and procedures as well as regional strategic planning through the DHS-required Tactical Interoperable Communications Plan (TICP).

The previous agreement term has expired and is subject for renewal. Renewal will allow our continued participation in the CNRI efforts to maintain current equipment, connectivity to the communications network, coordinated planning efforts, and benefits of an interoperable system available to our local agencies in the event of a communications barrier between agencies.

The Emergency Management Department recommends that the City Council renew its relationship with CNRI through the Interlocal Agreement presented to Council.

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

Sample Motion

Move to approve the Interlocal Agreement for Cooperative Public Safety Services.

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

THIS AGREEMENT is made and entered into this ____ day of _____ 2010, by and between the **Counties of Adams, Buffalo, Chase, Clay, Custer, Dawson, Dundy, Franklin, Frontier, Furnas, Gosper, Hall, Hamilton, Harlan, Hays, Hitchcock, Kearney, Lincoln, Nuckolls, Phelps, Perkins, Red Willow, Sherman and Webster and the participating cities and villages within said counties**, all being bodies politic 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 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 an interoperable radio system.”

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

- 1) **Definition:** CNRI is the Central Nebraska Regions for 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, 2010.
- 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 and 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 or more representatives 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, Vice-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 own radio system, Microwave and other operating components of the radio system. 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 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 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 and the already a party to this agreement.

**Executed this ____ day of _____,
2010.**

County of

by: _____
Chairperson
County Board of Supervisors

[attest]

County Clerk

Approved as to form:

County Attorney

**Executed this ____ day of _____,
2010.**

City of

by: _____
Mayor

[attest]

City Clerk

Approved as to form:

City Attorney

RESOLUTION 2010-199

WHEREAS, the City of Grand Island desires to continue participation with local jurisdictions in the Central Nebraska Regions for Interoperability group (CNRI) and its 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, 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,” and

WHEREAS, interoperable communications between responding agencies is a vital tool for the coordination of resources in emergencies of any size.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to renew the partnership with CNRI by agreeing to the points found in the INTEROPERABLE AGREEMENT FOR COOPERATIVE PUBLIC SAFETY SERVICES among the participating CNRI jurisdictions.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, July 27, 2010.

Margaret Hornady, Mayor

Attest:

Approved as to Form	☐ _____
July 22, 2010	☐ City Attorney

RaNae Edwards, City Clerk