

Memorandum of Understanding (MOU)

Between

Central Community College-Grand Island Campus
and

City of Grand Island
regarding

Emergency Planning and Response

I. Introduction

This Memorandum of Understanding (MOU) is entered into by Central Community College (CCC)-Grand Island Campus, 3134 W. Hwy. 34, Grand Island, Nebraska, and the City of Grand Island, 100 E. First St., Grand Island, Nebraska. Today's public safety realities have highlighted the need for this type of agreement based on recent tragedies at Institutions of Higher Education (IHEs) including natural and manmade disasters. This MOU addresses the current challenge of Emergency Planning and Response. To ensure that the public safety community reaches optimal utilization of finite resources and maximum interoperability, this agreement will establish a formal working relationship between the City of Grand Island and Central Community College-Grand Island Campus.

II. Purpose

The purpose of this agreement is to provide for support of Emergency Management planning, response and recovery programs between Central Community College-Grand Island Campus and the City of Grand Island. It is recognized that the goal of both parties in this agreement is to reduce the loss of life, property and protect the public from all types of hazards through a comprehensive, risk based, all-hazards emergency management program of mitigation, preparedness, response and recovery. Specifically Central Community College-Grand Island Campus and the City of Grand Island agree, but not limited to, the following obligations per this agreement.

- Cooperate in all areas of mutual interest as it relates to Emergency Management: sharing data, information, planning, response, recovery, and other operational support programs;
- Enhance and maximize Emergency Management program capabilities of both participants for the purpose of protection of the public health and safety, the College environment and to preserve and safeguard property;
- Central Community College-Grand Island Campus will notify the City of Grand Island when an emergency situation or serious external threat exists for the College;
- Provide a rapid coordinated and effective response with full utilization of all

Resources of both participants, including any resources on hand or available that are essential to the safety, care and welfare of those impacted in the event of an emergency or disaster.

- This MOU becomes effective on the date of execution and shall remain in effect unless terminated by written notification by either party to the other.
- This MOU may be amended by written “mutual agreement”.

III. Initiation of Mutual Aid Request

In the event the City of Grand Island is in need of emergency assistance from Central Community College-Grand Island Campus as defined in Section II of this agreement, the Grand Island Emergency Management Director or designee will make a request to the Campus President for approval. The Campus President will inform the requesting entity of approval status.

In the event Central Community College-Grand Island Campus requires assistance, the Campus President will make a request to the City of Grand Island Emergency Management Director. This official will be the point of contact for all requests. Each participant of this agreement shall appoint an individual representative to serve as a point of contact for matters relevant to this MOU.

No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so.

IV. Authority of Personnel Rendering Aid

Whenever the employees of the City of Grand Island or Central Community College-Grand Island Campus are rendering aid on or outside the campus, such employees will have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the County or as a College system official.

V. Responsibility for Expenses and Compensation of Employees

When responding to emergency or other conditions as outlined in this agreement, the responding agency which furnishes any equipment shall bear the loss or damage to such equipment and shall pay the expense incurred in the operation and maintenance thereof.

When responding to emergency or other conditions as outlined in this agreement, the responding agency will compensate and shall defray the actual travel and maintenance expenses of such employees during the time they are rendering aid. Such compensation shall include any amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.

VI. Incident Command Structure (ICS)

The parties agree to coordinate and utilize an Incident Command System, to the greatest extent possible, for emergencies requiring mutual aid assistance under this agreement. The ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that ICS must allow for Unified Command (UC) to provide the most

efficient and effective means for communication between and coordination of personnel and resources. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility and accountability inherent to a local emergency response provider under the terms of this agreement.

VII. Limitations

- A) Nothing in this agreement shall be construed as creating a duty to respond when requested by either party signing this agreement.
- B) Nothing in this agreement shall be construed as creating a duty on the part of the responding agency to stay at the scene of an emergency for any set length of time. Responding personnel and equipment may be removed at any time from the scene at the discretion of the ranking officer from the responding agency.

Mauleny
Campus President of CCC-Grand Island

Roger H. Steele 8/13/2021
City of Grand Island authorizing signature

[Signature]
College President

8-11-2021
Date