



# City of Grand Island

Tuesday, October 24, 2006

Council Session

## Item G17

**#2006-325 - Approving Interlocal Agreement with Hall County for  
Emergency Management/Communications Center**

Staff Contact: Lela Lowry

# Council Agenda Memo

**From:** Lela L. Lowry, Emergency Management/911 Director  
**Meeting:** October 24, 2006  
**Subject:** Inter-Local Cooperation Agreement  
**Item #'s:** G-17  
**Presenter(s):** Lela L. Lowry, EM/911 Director

## Background

The City and County have had a long standing relationship concerning joint operation of the Emergency Management/911 department. Throughout the years several agreements have been negotiated and several arrangements put into place. In 1980 an inter-local agreement was established and still governs the relationship that currently exists. This agreement included an inter-local committee to guide the operations of the department. Although the agreement and committee have continued to be in place, they have not been utilized to the full extent over the years.

As the new Emergency Management Director, I have been charged by City Administration to carry out the provisions of the agreement and facilitate committee meetings. As part of this years committee meetings we have been reviewing the inter-local agreement.

## Discussion

In order to update the agreement, meetings have taken place with the City/County Inter-Local Committee to discuss changes. We modified the agreement on May 16, 2006 to update provisions concerning out dated terminology. At the September 19, 2006 inter-local meeting, discussions occurred regarding the budget process and timing of budget requests. The minutes from that meeting are attached.

The changes to the agreement recommended by the committee include:

- Changing the date of the Fiscal Year from August 1<sup>st</sup> through July 31<sup>st</sup> to October 1<sup>st</sup> through September 30<sup>th</sup>
- Changing the date of the Recommended Budget submitted from June 1<sup>st</sup> to June 15<sup>th</sup>
- Changing the date of the Termination of Agreement from June 30<sup>th</sup> to March 1<sup>st</sup>

These changes are requested to facilitate a more efficient budget process.

The proposed agreement is attached. At their October 3, 2006 meeting, the County Board approved the proposed changes to the agreement.

### **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 Cooperation Agreement of the Emergency Management/Communications Center between the City of Grand Island and Hall County.

### **Sample Motion**

Motion to approve.

**GRAND ISLAND/HALL COUNTY  
INTER-LOCAL COMMITTEE MEETING  
12:00PM SEPT. 19<sup>TH</sup>, 2006  
E.O.C., LOWER LEVEL, CITY HALL**

Meeting was called to order with following members present: Emergency Management/Communications Director Lela Lowry, Hall Co. Attorney's Office Michelle Oldham, Board of Supervisors Robert Meyer, City Council Member Don Pauly, Board of Supervisors James Eriksen, Board of Supervisors Robert Rye, Emergency Management/Communications Deputy Director Larry Smith, City Finance Director Dave Springer, City Administrator Gary Greer, City Mayor Jay Vavricek, Emergency Management/Communications Clerk Mindy Osterman.

Lela Lowry advised this meeting was to update the City/County of the Emergency Management/Communications Department activities.

I. Discussed Inter-local Agreement Dates.

A. Fiscal Year date # 7.

1. Fiscal Year shall be October 1<sup>st</sup> to September 30<sup>th</sup>. James Eriksen motioned, Robert Meyer 2<sup>nd</sup>, no one opposed, motioned carried.

B. Recommended Budget Information date # 8.

1. Recommended Budget shall be submitted by June 15<sup>th</sup> for next Fiscal Year. Robert Rye motioned, James Eriksen 2<sup>nd</sup>, no one opposed, motion carried.

C. Termination of Agreement # 13.

1. Either party may terminate agreement effective June 30<sup>th</sup> of any given year, provided 90 day written notice was given, which would be by March 1<sup>st</sup> of any given year. James Eriksen motioned, Robert Meyer 2<sup>nd</sup>, no one opposed, motion carried.

D. All other Inter-local Agreement dates.

1. Dave Springer advised that all other dates listed in the agreement are very generic and do not need to be changed. (The Inter-local Cooperation Agreement is attached for viewing – has not been revised yet.)

II. Wireless 911 Service/Cell phone system – GeoComm Contract.

A. Lela Lowry advised that the Nebraska Public Service Commission has been implementing a state wide system for tracking cell phone 911 calls. This system is phase II of the Enhanced Wireless 911 Services Act. GeoComm is one of the state approved vendors to provide Grand Island/Hall County with equipment and services in regards to Public Safety Answering Points (PSAP - latitude and longitude coordinates). This system is only for the 911 cell phone calls and has nothing to do with the sheriff/police tracking system.

B. Lela explained the payment agreement shown in the contract.

1. The City/County pays nothing until FY 2012, thereafter will be a maintenance charge of \$6,300.00.

2. The Nebraska Public Service Commission will pay from the Enhanced Wireless 911 Services fund for the services/equipment as long as it is within the Commission rules, regulations and orders. Any expenses not in accordance with the Commission will be City/County's responsibility. At this time, GeoComm is still working on the system and the remaining balance will be paid from the state upon

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satisfactory completion of service. (The Secretary's Record, Nebraska Public Service Commission Docket No. 911-011/PI-79 is attached for viewing.)

3. Lela advised that if City/County did not approve this action now, that City/County would have to pay the full amount in the future, and recommended this was done now.

C. Robert Meyer motioned to accept the GeoComm contract, Don Pauly 2<sup>nd</sup>, no one opposed, motion carried.

III. Homeland Security Grant update.

A. Lela advised that Hall County has an unexpended balance of \$25,000.00 remaining on project C and an unexpended balance of \$24,288.02 remaining in LETPP project D exercise & training grant and the ending date for this grant is November 30<sup>th</sup>, 2006. There is currently a table top exercise planned for October 6<sup>th</sup> and a full scale exercise for October 14<sup>th</sup>, but unfortunately it will not be enough to use up the money. Unexpended money will be reallocated within the State Homeland Security Program.

B. Lela advised on the details for the Homeland Security Grant that was awarded FY 2006.

1. \$316,000 for the communication center for updating/replacing the 4 consoles and any other communications equipment needed for the 911 center. Lela and Larry are still researching equipment, and will be taking bids for this.

2. \$150,000 for hazmat equipment and additional training. Troy Hughes is planning on sending 10 firemen for additional training and 2 to 2-8 hour training courses. The state had a pre-approved list of standard equipment to be chosen from and Troy has picked what they needed.

C. Gary Greer and Mayor Vavricek suggested having a City/County news release about the grant amount, to give a public thank you for the money.

IV. Generator Fuel problem

A. Lela advised that there may be a potential fuel problem for the generators. In the past, the old diesel has not been getting alternated out with fresh, and now the fuel in the tanks may possibly be bad. It is being tested at this time, and will not know if there is an actual problem until the test comes back. The generators are tested regularly but it's not enough to use up what fuel is in the tank. Larry has been talking with the city Fleet Services, and has advised that they are not comfortable with working on the generator. If the test show the fuel is bad:

1. Will need to discuss how to dispose of it.

2. Will need to discuss on finding someone to work on generator. Larry has some information from Caterpillar.

3. Will need to discuss on a method of rotating the fuel so this problem does not happen again.

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V. Discussed memo of staffing of the 911 center.

A. Larry Smith advised there is a need for more dispatchers in the center, would like to add at least 2 employees. The amount of 911 calls is increasing and having just 2 dispatchers in the center is not enough to handle the 911 calls and all other incoming radio traffic at the same time. It would be greatly appreciated if the City/County would consider this in their next FY planning. (The memo has been attached for viewing.)

Meeting was adjourned.

**EMERGENCY MANAGEMENT/COMMUNICATIONS CENTER  
INTERLOCAL COOPERATION AGREEMENT**

WHEREAS, it is in the best interests of the County of Hall to participate in a joint emergency management/communications center with the City of Grand Island; and,

WHEREAS, it is in the best interests of the City of Grand Island to participate in a joint emergency management/communications center with the County of Hall; and,

WHEREAS, the County of Hall and the City of Grand Island wish to enter into such an agreement, pursuant to the terms of the Interlocal Cooperation Act; and,

WHEREAS, the Board of Supervisors of Hall County has reviewed this agreement and has authorized the chairman of the Board of Supervisors of Hall County to sign this agreement; 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 this agreement.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

1. The term of this agreement shall be perpetual unless terminated as hereinafter provided.

2. The emergency management/communications center established pursuant to the terms of this agreement shall function as a department of the City of Grand Island, subject, however, to the terms of this agreement. The department shall be known as the "Emergency Management/Communication Center".

3. The Emergency Management/Communications Center shall be supervised by a joint committee consisting of the Chairman of the Board of Supervisors of Hall County, the

Mayor of the City of Grand Island, three members of the Grand Island City Council and three members of the Board of Supervisors. The joint committee shall be responsible for: recommending and providing policy direction and serve as the advisory committee which govern operations of the Emergency Management/Communications Center, and recommending a budget to the Board of Supervisors of the County of Hall and the City Council of the City of Grand Island. In the event the members of the joint committee shall fail to agree as to any matter, such a matter shall be submitted to the Board of Supervisors and the City Council for determination, advising the Mayor of opposition or action.

All actions of the joint committee shall be reported in writing within seven days to the Board of Supervisors and the City Council.

4. The Director of the Emergency Management/Communications Center shall be an employee of the City of Grand Island and shall be subject to the employee policies, rules and regulations, including the disciplinary process for city employees. The Director of the Emergency Management/Communications Center shall also be entitled to the benefits of the city personnel systems as department head. The duties and responsibilities of the director shall include: direction and management of the day-to-day operations of the Emergency Management/Communications Center; attending meetings of the joint committee and giving them his/her opinion on any matter, either orally or in writing as may be required; accounting for all funds received and disbursed by the Emergency Management/Communications Center; preparing an annual budget for submission to the joint committee; and performing such other duties as may be required.

5. Employees of the Emergency Management/Communications Center below the level of the director shall be employees of the City of Grand Island and shall be subject to the



employee policies, rules and regulations, including the disciplinary process for city employees, and shall also be entitled to the benefits of the city personnel system.

6. The purpose of the Emergency Management/Communications Center shall include operation of Emergency Management functions, operation of the 911 Emergency Center, and such other duties as shall from time to time be established.

7. The Emergency Management/Communications Center shall adopt a fiscal year commencing **October 1<sup>st</sup>** and terminating **September 30<sup>th</sup>**.

8. On or before **June 15<sup>th</sup>** in each year, the joint committee shall submit a recommended budget to the Board of Supervisors of Hall County and the City Council of the City of Grand Island. The Board of Supervisors shall, prior to August 1<sup>st</sup>, in each year, adopt a budget for funding of the Emergency Management/Communications Center or the next fiscal year. The City Council shall, prior to July 1<sup>st</sup>, formally review a budget for funding the Emergency Management/Communications Center for the next fiscal year, and shall adopt a budget for funding the Emergency Management/Communications Center prior to August 1<sup>st</sup>.

9. The receipts, expenditures, and payroll of the Emergency Management Center shall be received and disbursed through the City Clerk/Finance Director's office of the City of Grand Island. The budget adopted by the County of Hall shall be divided into twelve equal monthly payments which shall be paid to the City on the first day of each month commencing on the first day of August in each year.

10. The expenses and receipts of the Emergency Management/Communications Center shall be shared equally by the County of Hall and the City of Grand Island. These items shall include salary and fringe benefits costs; capital expenditures; receipts from sale of property; income from operations; supplies, maintenance; all emergency expenditures; claims, insurance;

and other operating income and expenses. As long as the Emergency Management/Communications Center is located in City Hall, no rent shall be charged for the space used by the Center. Any inequities resulting from the differing budget systems used to finance the Communications Center shall be adjusted between the parties in the following budget year or years.

11. All property transferred to or acquired by the Emergency Management/Communications Center shall be owned jointly by the County of Hall and the City of Grand Island. Upon disposal of any property owned by the Communications Center, the proceeds shall be divided equally between the County of Hall and the City of Grand Island. In the event that this agreement is terminated and one of the parties continues operation of the same or similar service provided hereunder, either individually or in cooperation with some other entity, it is understood and agreed that all property of the Emergency Management/Communications Center owned jointly by the parties hereto shall be transferred to such individual party without costs.

12. This agreement shall replace the Interlocal Cooperation Agreement between the parties dated May 27, 1986, and shall continue the operations hereunder except as specifically herein provided.

13. Either party may terminate this agreement effective on **June 30<sup>th</sup>** in any year, provided, written notice of such termination is delivered to the other party prior to **March 1<sup>st</sup>** of that year.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:


CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

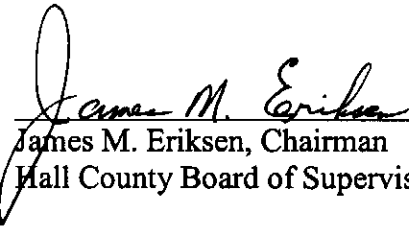
\_\_\_\_\_  
RaNae Edwards, City Clerk

By: \_\_\_\_\_  
Jay Vavricek, Mayor

ATTEST:

COUNTY OF HALL, NEBRASKA,

  
\_\_\_\_\_  
Marla Conley, County Clerk

By:   
\_\_\_\_\_  
James M. Eriksen, Chairman  
Hall County Board of Supervisors

RESOLUTION 2006-325

WHEREAS, the County of Hall and the City of Grand Island wish to enter into an Interlocal Cooperation Agreement setting out responsibilities of each party for the operation of the Hall County Emergency Management / Communications Center; and

WHEREAS, the proposed interlocal cooperation agreement has been reviewed and approved by the Interim City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Emergency Management/Communications Center Interlocal Cooperation Agreement by and between the City of Grand Island and the County of Hall 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, October 24, 2006.

\_\_\_\_\_  
Jay Vavricek, Mayor

Attest:

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

Approved as to Form    ☐ \_\_\_\_\_  
October 20, 2006        ☐ City Attorney