



City of Grand Island

Tuesday, May 02, 2006

Council Session

Item G25

**#2006-145 - Approving Interlocal Agreement with Hall County for
Operation of the Hall County Emergency
Management/Communications Center**

Staff Contact: Lela Lowry

Council Agenda Memo

From: Lela L. Lowry, Emergency Management Director
Meeting: May 2, 2006
Subject: Interlocal Cooperation Agreement
Item #'s: G-25
Presenter(s): Lela L. Lowry, Emergency Management Director

Background

The City Of Grand Island and Hall County have shared the program of Emergency Management and the Communications Center for over 20 years. It is in the best interest of both the City Of Grand Island and Hall County to continue sharing the planning, training, exercise and operations of this program and to continue having a committee of representatives from both the city and the county to discuss needs and serve as an advisory committee, sharing information with the County Board of Supervisors and the City Council. Employees within Emergency Management and Communications will be employees of the City Of Grand Island but will serve the county as well. In sharing the privileges of the Emergency Management and Communications Center, Hall County will equally share the cost of running the department.

Discussion

This agreement was in place dated May 27, 1986 and due to the change in the departments name from civil defence to emergency management, a need for updates was in order. This agreement refreshes the City Of Grand Island, Hall County interlocal agreement to share all rights and privileges of Emergency Management and the Communications Center

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 and sign the Interlocal agreement for Emergency Management/Communications Center.

Sample Motion

Motion to approve the Interlocal Agreement with Hall County for the Emergency Management/Communications Center.

**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 provided policy direction 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 supervising policies governing operations of the Emergency Management/Communications Center, advising the mayor on the appointment of the director 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.

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 **August 1st and terminating July 31st**.

8. On or before **June 1st** 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, during it's annual budget process, in each year, adopt a budget for funding of the Emergency Management/Communications Center for the next fiscal year. The City Council shall, during its annual budget process, 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.

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 30th** in any year, provided, written notice of such termination is delivered to the other party prior to **June 1st** 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 2006-145

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, May 2, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk