



City of Grand Island

Tuesday, April 28, 2009

Council Session

Item G10

**#2009-101 - Approving Amendment to Emergency
Management/Communications Center Interlocal Cooperation
Agreement with Hall County**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: April 28, 2009

Subject: Amendment to Interlocal Agreement for Emergency Management/Communications

Item #'s: G-10

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

For many years, the City of Grand Island and Hall County have maintained an interlocal agreement to provide for emergency management and emergency 911 communications to all agencies, residents, and businesses in Hall County. The revised agreement presented to you has been modified to show a different number of representatives to the Interlocal Committee as well as a better definition for the method of receiving payment from the County for these services. The Interlocal Committee met on April 9, 2009, and voted unanimously to forward this draft to the City Council and County Board their adoption.

Discussion

The interlocal agreement draft before you is a revision of a previous agreement signed in 2006. These changes were proposed and adopted by members of the Interlocal Committee. This Committee is currently made up of the Mayor and three (3) Council members, and the County Board Chair and three (3) Board members. Changes to this agreement include:

Section 3: The Board proposed a change to the Committee membership to include the Board Chair and two (2) members in order to maintain less than a majority of the County Board members on any single committee. In turn, the City will also reduce its membership by one, with the Mayor and two (2) Council members represented.

Section 9: Previously, the amount budgeted by the County for this agreement was divided into twelve (12) equal monthly payments made to the City. At the end of the year, a “true-up” process would require the City to refund any unused County

funds and ensure that the City had not collected more funds from the County than was necessary for the agreement.

The proposed change to the agreement will eliminate any chance of over-charge as the City will now invoice the County on a regular basis for 50% of actual expenses after revenues for that year. In this manner, all department revenues (grants, fees, etc.) would be credited against outgoing expenses before invoicing the County for their 50% portion of the agreement, and ending the necessity for “true-ups.”

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 the Emergency Management/Communications Center Interlocal Cooperation Agreement with Hall County.

Sample Motion

Move to approve the Emergency Management/Communications Center Interlocal Cooperation Agreement with Hall County.

**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, two members of the Grand Island City Council and two 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 1st and terminating September 30th**.

8. On or before **June 15th** 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 1st, in each year, adopt a budget for funding of the Emergency Management/Communications Center for the next fiscal year. The City Council shall, prior to July 1st, 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 1st.

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 City of Grand Island shall regularly invoice the County of Hall for 50% of the balance of actual expenses following a credit of revenues received for that same period.

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 October 24, 2006, 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 **March 1st** of that year.

Dated this _____ day of _____, 2009.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards, City Clerk

By: _____
Margaret Hornady, Mayor

ATTEST:

COUNTY OF HALL, NEBRASKA,

Marla Conley, County Clerk

By: _____
Pam Lancaster, Chairman
Hall County Board of Supervisors

RESOLUTION 2009-101

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 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, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, to enter into an interlocal agreement with the County of Hall according to the revised terms of the interlocal agreement draft presented to Council, and the Mayor is hereby authorized and directed to execute such Interlocal on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, April 28, 2008.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
April 23, 2009 ☐ City Attorney