



City of Grand Island

Tuesday, November 08, 2011

Council Session

Item G16

**#2011-335 - Approving Update to the Emergency
Management/Communication Center Interlocal Cooperation
Agreement with Hall County**

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director

Meeting: November 8, 2011

Subject: Update to the Emergency Management/Comm Agreement with Hall County

Item #'s: G-16

Presenter(s): Jon Rosenlund, Emergency Management Director

Background

This proposed update to the Emergency Management and Communications Interlocal Agreement answers liability concerns raised by County Board members of that Interlocal Committee.

Discussion

At a recent meeting of the Interlocal Committee for Emergency Management and Communications, members of that committee discussed issues of liability protection. Hall County Board members brought forward a concern that the County might have liability exposure for the actions of City employees in the Emergency Management Department.

Working together, the City Attorney, County Attorney, and Director of Emergency Management proposed changes to the existing agreement that include a new “hold harmless” clause whereby the County is not held liable for the actions of City employees.

Following recommendations by both City and County Attorneys, the Interlocal Committee voted affirmatively to recommend this new draft of the Interlocal Agreement for Council approval. This replaces the existing agreement dated May 4, 2009.

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 this agreement.

Sample Motion

Move to approve this updated interlocal agreement.

**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/Communications Center".
3. The Emergency Management/Communications Center shall be supervised by a joint committee consisting of the Chairperson 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 Communications 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. City agrees to indemnify and hold harmless, protect and defend the County and its elected and appointed officials, employees, agents, and representatives from any and all claims, losses, demands, suits, actions, payments and judgments, including any and all costs and expenses connected therewith, legal cost or otherwise, for any damages which may be asserted, claimed, or recovered against or from the County or its insurers because of personal injury, including bodily injury or death, or on account of property damage, including loss of use thereof, sustained by any person or persons which arises out of, is in any way connected with, or results from any and all work or activity arising out of the responsibilities of the City associated with

this agreement unless said claims, losses, damages and liabilities arise out of the sole negligence of the County.

13. This agreement shall replace the Interlocal Cooperation Agreement between the parties dated May 4, 2009, and shall continue the operations hereunder except as specifically herein provided.

14. 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 _____, 2011.

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: _____
Pam Lancaster, Chairperson
Hall County Board of Supervisors

RESOLUTION 2011-335

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 update 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, November 8, 2011.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form ☐ _____
November 2, 2011 ☐ City Attorney