



City of Grand Island

Tuesday, July 21, 2009

Study Session

Item -3

Review of Interlocal Agreement Proposal by the Hall County Board

Staff Contact: Jon Rosenlund

Council Agenda Memo

From: Jon Rosenlund, Emergency Management Director
Meeting: July 21, 2009
Subject: Interlocal Agreement Proposal by County Board
Item #'s: 3
Presenter(s): Jon Rosenlund, Emergency Management Director

Background

The Emergency Management Department is funded through interlocal agreement between the City and County. The interlocal agreement establishes an Interlocal Committee made up of members of both the County Board and the City Council to maintain and manage this agreement.

According to the current agreement, all general fund expenses and revenues are divided equally, including the three functions of (1) Emergency Management, (2) 911 Communications and (3) the Hall County Local Emergency Planning Committee. In FY 2009, that 50/50 division of total costs after revenues meant a commitment of **\$434,784** from both the City and County.

The County Board has approached the City through the Interlocal Committee to redefine the cost share of the Communications functional budget as listed below.

Discussion

Currently, all expenses and revenues to the Emergency Management Department general fund budget are divided equally between the City and County. This includes funding the three general fund functions of (1) Emergency Management, (2) 911 Communications, and (3) the Local Emergency Planning Committee (LEPC).

The County has proposed, through the Interlocal Committee, to change the 50/50 cost share for the Communications function to a 70/30 City/County split as shown below:

Budget Category	City Share	City Cost	County Share	County Cost
Emergency Management	50%	74,798	50%	74,798
Communications	70%	553,178	30%	237,076
LEPC	50%	2,780	50%	2,780
Total		\$ 630,756		\$ 314,654

In support of their proposal, the County Board sites Communications statistics from the Emergency Management Department such as:

Radio Log (Spillman Activity Log)	
City Agencies	72%
Non-City Local Agencies	28 %
State, Other	1%

Calls by Area (Adjusted for Geo-Code Error)	
City Agencies	76.1%
Non-City Local Agencies	23.9%

Calls by Area (Adjusted for Response Time)	
City Agencies	69%
Non-City Local Agencies	31%

Included with this memo are:

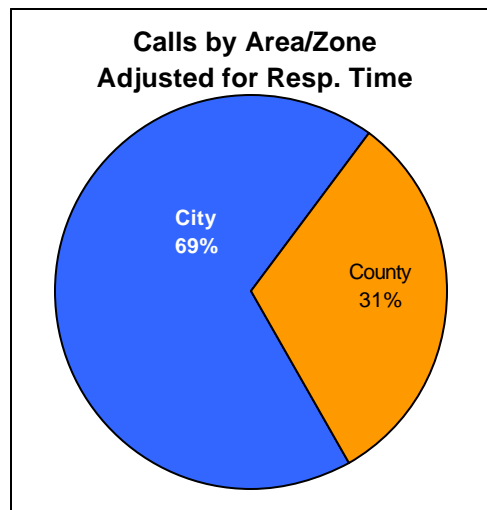
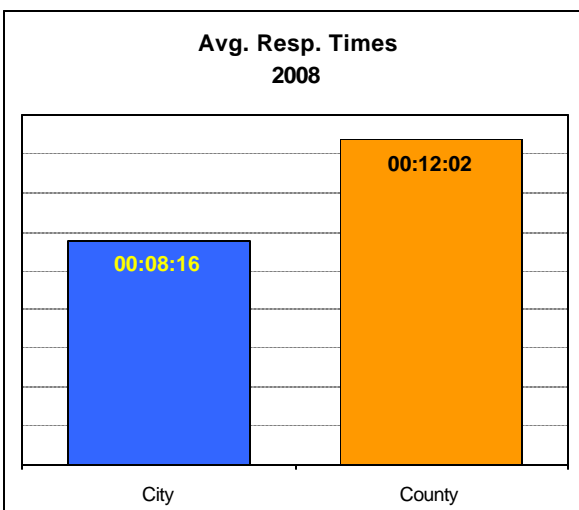
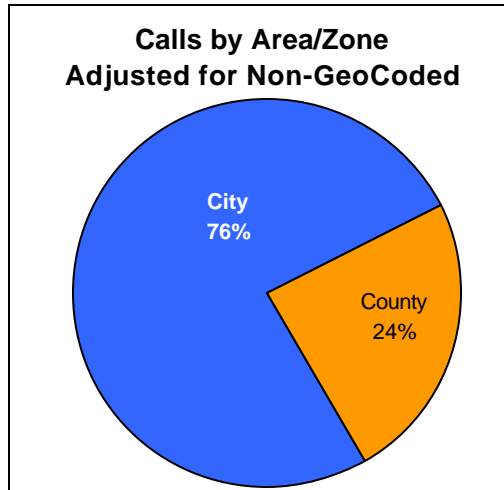
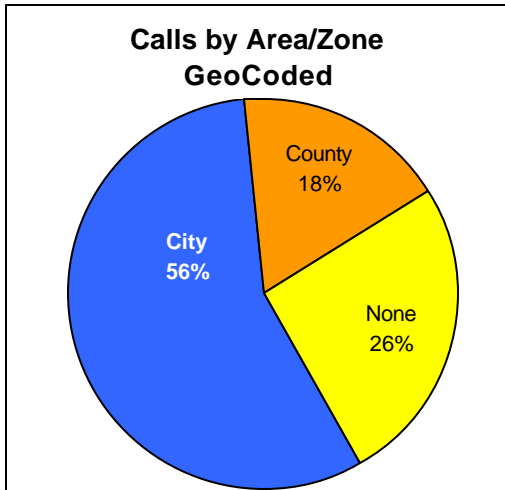
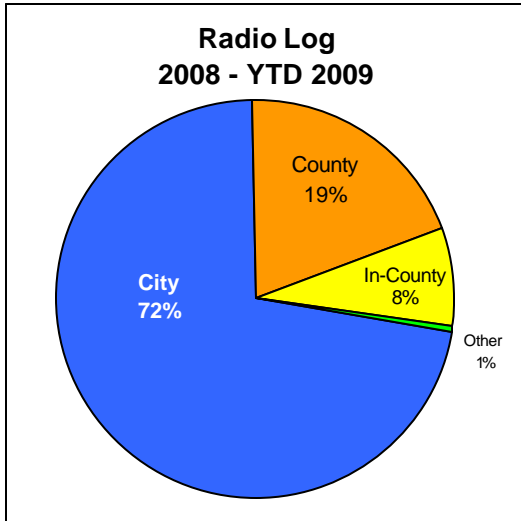
1. Attachment A - 911 Communication Center Statistics
2. Current Interlocal Agreement dated May 4, 2009.
3. Proposed Interlocal Agreement revision submitted by the County July 16, 2009.

Conclusion

This item is presented to the City Council in a Study Session to allow for any questions to be answered and to create a greater understanding of the issue at hand.

It is the intent of City Administration to bring this issue to a future council meeting.

Attachment A 911 Communications Center Call Statistics for 2008 and portions of 2009



**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 4 day of May, 2009.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

RaNae Edwards
RaNae Edwards, City Clerk

By: Margaret Hornady
Margaret Hornady, Mayor

ATTEST:

COUNTY OF HALL, NEBRASKA,

Marla Conley
Marla Conley, County Clerk
1/28/09

By: Pamela Lancaster
Pamela Lancaster, Chairman
Hall County Board of Supervisors

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

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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.

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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

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7/16/09*

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, serving as the advisory committee which governs 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

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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 monthly invoice the County of Hall for 50% of the actual expenses incurred under the "General Fund - Emergency Management Budget," following a credit of 50% of the corresponding budget revenues for that same period; 50% of the actual expenses incurred under the "General Fund - Local Emergency Planning Committee Budget" following a credit of 50% of the corresponding budget revenues for that same period; and 30% of the actual expenses incurred under the "General Fund - Communications Budget" following a credit of 30% of the corresponding budget revenues for

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that same period. The foregoing calculations will be exclusive of E911 Revenues collected by the City of Grand Island and the County of Hall. ^(b) Said E911 Revenues shall be held in a segregated account to be spent only for the purchase, maintenance and replacement of 911 equipment. (

* 10. The expenses and receipts of the Emergency Management/Communications Center shall be shared by the County of Hall and the City of Grand Island in the percentages set forth in Paragraph 9 hereof. 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 in the percentages set forth in Paragraph 9 hereof. Upon disposal of any property owned by the Communications Center, the proceeds shall be divided by said percentages 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 parties hereto shall be transferred to such individual party without cost.

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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: _____
Pamela Lancaster, Chairman
Hall County Board of Supervisors

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7/8/09