



City of Grand Island

Tuesday, October 25, 2016

Council Session

Item G-11

**#2016-263 - Approving Interlocal Agreement with Hall County
Regarding Library Services to Hall County Residents**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Grand Island Public Library Board

Meeting: October 25, 2016

Subject: Approving Interlocal Agreement with Hall County
Regarding Library Services to Hall County Residents

Presenter(s): Alan Lepler, President, Grand Island Public Library
Board; Steve Fosselman, Library Director

Background

In the absence of an interlocal agreement, in 2010 the Grand Island Public Library instituted a \$40 annual household nonresident card fee. This fee included Hall County residents outside the corporate limits of Grand Island. Both Nebraska Revised Statute Section 13-801 and Section 51-208 provide the means for an agreement with Hall County to the extent and upon such terms as may be agreed upon. In 2016 the Grand Island Public Library Board and Hall County Board of Supervisors entered into negotiations for an interlocal agreement.

Discussion

Negotiations for an interlocal agreement were concluded in September 2016 and both the Hall County Board of Supervisors and Grand Island Public Library Board approved the agreement in principal. This is a two-year agreement effective as of October 1, 2016, with payment by Hall County totaling \$15,000 for the first year and \$20,000 for the second year. Library and County representatives plan to renegotiate the agreement prior to its expiration in 2018 to assure continuity of service.

The City Attorney and County Attorney drafted the Interlocal Cooperative Agreement, with Library Board approval on October 17, 2016 and County Board approval on October 18, 2016. As a good faith measure the library has begun accepting without charge applications and renewals from Hall County citizens residing outside Grand Island. City Council approval is now requested.

The \$40 annual household nonresident card will still apply to those residing outside Hall County.

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 an interlocal agreement with Hall County regarding library services to Hall County residents.

Sample Motion

Move to approve an interlocal agreement with Hall County regarding library services to Hall County residents.

INTERLOCAL COOPERATIVE AGREEMENT

**FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND
PRIVILEGES TO HALL COUNTY RESIDENTS LIVING OUTSIDE OF
THE CITY LIMITS OF GRAND ISLAND**

**BY AND AMONG
THE COUNTY OF HALL, NEBRASKA,
THE CITY OF GRAND ISLAND, NEBRASKA,
AND
THE GRAND ISLAND PUBLIC LIBRARY BOARD**

THIS AGREEMENT is made and entered into by and among the County of Hall, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "County," the City of Grand Island, Nebraska, a body politic and corporate and a political subdivision of the State of Nebraska, hereinafter referred to as the "City," and the Grand Island Public Library Board, hereinafter referred to as "Library",

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 *et seq.*, provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County and Library wish to enter into this interlocal agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living outside the city limits of Grand Island, and

WHEREAS, Nebraska Revised Statute Sec. 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1. **Scope of the Agreement:** This agreement is for the provision of the use and privileges Grand Island Public Library to Hall County residents living outside the city limits of Grand Island.

2. This Agreement's cost to County will be:

From October 1, 2016 through September 30, 2017, \$15,000.00, payable in quarterly payments to Library.

From October 1, 2017 through September 30, 2018, \$20,000.00, payable in quarterly payments to Library.

Quarterly payments due from County on January 1, 2017, April 1, 2017, July 1, 2017, October 1, 2017, January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018.

Payments shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.

3. **County's Obligations:** County shall be responsible for making payments as set forth in paragraph 2. above, which payments are to cover all expenses related to issuing the non-resident library cards.
4. **City's Obligation:** Payments received from County pursuant to this agreement shall be credited by City to City's general fund.
5. **Library's Obligations:** Commencing October 1, 2016 through September 30, 2018, Library shall provide the cards to be issued pursuant to this agreement. The cards provided pursuant to this agreement shall be issued to Hall County residents living outside the city limits of Grand Island (non-resident cards). These non-resident cards shall be issued at no cost to the cardholders. Except as provided in this Section 5, non-resident cards shall be issued for one full year, and with no common expiration date. There shall be no limit on the number of household cards issued or renewed during the term of this agreement. For purposes of this agreement, one household card shall represent all cards applied for and distributed to the head of a household and other members of that one household. Library will actively market information concerning the availability of non-resident cards to Hall County residents living outside the Grand Island city limits. Non-resident cards issued by Library pursuant to this agreement shall permit the holders of such cards the use and privileges of Library's library services upon such terms and conditions as those applicable to residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all non-resident library cards and the library use and privileges granted hereby shall terminate on September 30, 2018 unless this agreement is extended, renewed or replaced by a new agreement providing for extension of such library use and privileges to Hall County residents living outside the city limits of Grand Island.

There shall be no charge to County for cards issued by Library to cardholders under the Wood River Rural Schools 21st Century Community Learning Center Grant until such time as that program has ended.

Library shall report to County, on a quarterly basis, a count of all household cards issued during the preceding quarter to Hall County residents living outside the Grand Island city

limits. The first quarterly report shall be due January 1, 2017, and thereafter on April 1, 2017, July 1, 2017, October 1, 2017, January 1, 2018, April 1, 2018, July 1, 2018 and October 1, 2018.


6. **Governance.** This agreement shall be co-governed by the Hall County Board of Supervisors, the Grand Island City Council, and the Library Board of the Grand Island Public Library.
7. **Indemnification.** The Parties hereto agree to indemnify and hold harmless each other from and against all losses, liability, expenses, damages and claims, including attorney's fees, arising out of or resulting from the indemnifying party's acts or omissions in performing under this agreement, except to the extent caused by negligent or willful act or omission of such other party. The Parties agrees to provide liability insurance to indemnify itself in the event that it becomes liable for the payment of a judgment based upon its acts or omissions, or the acts or omissions of its agents or employees in performing this agreement.
8. **Modification.** This agreement may be modified by written agreement of the Parties.
9. **No Separate Entity.** There shall be no separate legal entity created through this interlocal cooperative agreement.
10. **Finances.** This agreement shall be financed by the funds available to the Parties.
11. **Term and Duration.** This agreement shall become effective on October 1, 2016, and shall continue in force and remain binding through October 1, 2018.

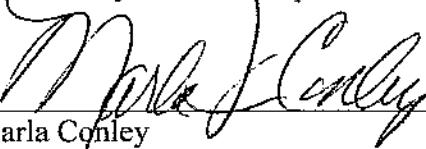
Negotiations for a renewal contract shall commence on or before September 1, 2018.

NOW THEREFORE, in consideration of the covenants and obligations contained herein, Hall County and the City of Grand Island duly execute this agreement.

HALL COUNTY

Executed this 18 day of October, 2016

By: 
Scott B. Arnold, Chair
Hall County Board of Supervisors

ATTEST: 
Marla Conley
Hall County Clerk

CITY OF GRAND ISLAND

Executed this _____ day of _____, 2016

By: _____
Jeremy L. Jensen
Mayor

ATTEST: _____
RaNae Edwards
City Clerk

LIBRARY BOARD OF GRAND ISLAND

Executed this 17th day of October, 2016

By: _____
Alan Lepler, President

ATTEST: _____
Edward Meedel, Secretary

Approved as to form:

Jack Zitterkopf
Hall County Attorney

Jerry Janulewicz
Grand Island City Attorney

RESOLUTION 2016-263

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801 et seq., provides that units of local government of the State of Nebraska and Nebraska state agencies may enter into agreement for the joint and cooperative exercise of powers, privileges or authority capable of being exercised by either agency; and

WHEREAS, the Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, County and Library wish to enter into this interlocal agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living outside the city limits of Grand Island, and

WHEREAS, Nebraska Revised Statute Sec. 51-208 authorizes the library board of any public city library to contract with the county board in which the library is located to furnish the use and privileges of its library to the inhabitants of such county to the extent and upon such terms as may be agreed upon.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Cooperation Agreement by and between the City of Grand Island, Grand Island Library Board and the County of Hall, Nebraska, for library services to the residents of Hall County 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 25, 2016.

Jeremy L. Jensen, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 21, 2016	☐ City Attorney