



# City of Grand Island

Tuesday, January 22, 2019

Council Session

## Item G-17

**#2019-40 - Approving First Amendment to Interlocal Agreement  
with Hall County Regarding Library Services to Hall County  
Residents**

Staff Contact: Steve Fosselman, Library Director

# **Council Agenda Memo**

**From:** Steve Fosselman, Library Director

**Meeting:** January 22, 2019

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

**Presenter(s):** Steve Fosselman, Library Director

## **Background**

In 2016 an interlocal agreement was executed regarding library services to Hall County residents. This agreement's duration was October 1, 2016 through October 1, 2018. During the first year of the contract, annual payment by the County to the Library was \$15,000. During the second year of the contract, annual payment by the County to the Library was \$20,000.

## **Discussion**

Negotiations between the Grand Island Public Library Board and Hall County Supervisors occurred in 2018, with the Library continuing to provide service to Hall County residents in good faith while negotiations continued. The first amendment to this interlocal agreement has been successfully negotiated to permit annual payment of \$20,000, payable in equal quarterly amounts, by the County to the Library, for a one year period from October 1, 2018 through October 1, 2019.

## **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 first amendment to an interlocal agreement with Hall County regarding library services to Hall County residents.

## **Sample Motion**

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

**FIRST AMENDMENT TO THE  
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**

WHEREAS, 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", entered into their Interlocal Agreement for the granting of Grand Island Public Library use and privileges To Hall County residents who do not reside within the municipal boundaries of Grand Island (the "Agreement"); and

WHEREAS, the Agreement provided for Grand Island City Library privileges for Hall County residents who do not reside within the City of Grand Island under such terms and conditions as specified in the Agreement; and

WHEREAS, the County, City, and Library desire to extend the durational term of the agreement for an additional one-year period;

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

**1. Paragraph 2 of the Agreement is amended to read as follows:**

**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, 2019, \$20,000.00 annually, payable in equal quarterly payments due from County commencing January 1, 2017 and each April 1, July 1, and October 1, and January 1 thereafter during the term of this agreement.

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

**2. Paragraph 5 of the Agreement is amended to read as follows:**

**Library's Obligations:** Commencing October 1, 2016 through September 30, 2019, 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, 2019 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. Quarterly reports shall be due commencing January 1, 2017 and on the first day of each calendar quarter thereafter.

**3. Paragraph 11 of the Agreement is amended to read as follows:**

**Term and Duration.** This agreement shall become effective on October 1, 2016, and shall continue in force and remain binding through October 1, 2019.

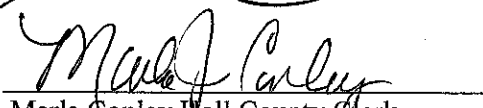
Negotiations for a renewal contract shall commence on or before August 1, 2019.

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

**COUNTY OF HALL**

Executed this 11<sup>th</sup> day of Dec., 2018

By:   
Chair Hall County Board of Supervisors

ATTEST:   
Marla Conley Hall County Clerk

**CITY OF GRAND ISLAND**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Roger G. Steele  
Mayor

ATTEST: \_\_\_\_\_  
RaNae Edwards  
City Clerk

**LIBRARY BOARD OF GRAND ISLAND**

Executed this 8th day of January, 2018/9

By: Edward E. Meedel  
Edward Meedel, President

ATTEST: Tanya Hansen  
Tanya Hansen, Secretary

Approved as to form:

Sarah Carstensen  
Hall County Attorney

\_\_\_\_\_  
Jerry Janulewicz  
Grand Island City Attorney

RESOLUTION 2019-40

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 the first amendment to an 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 First Amendment to 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, January 22, 2019.

\_\_\_\_\_  
Roger G. Steele, Mayor

Attest:

\_\_\_\_\_  
RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2019	☐ City Attorney