



City of Grand Island

Tuesday, October 22, 2019

Council Session

Item G-13

#2019-322 - Approving One Year 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: October 22, 2019

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

Presenter(s): Steve Fosselman, Library Director

Background

An interlocal agreement was executed regarding library services to Hall County residents with a duration of two years commencing October 1, 2016. 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. The first amendment to this interlocal agreement was approved for a one year period commencing October 1, 2018. 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 2019, with the Library continuing to provide service to Hall County residents in good faith while negotiations continued past the agreement's termination. A new interlocal agreement has been successfully negotiated to permit annual payment of \$25,000, payable in equal quarterly amounts, by the County to the Library, for a one year period from October 1, 2019 through September 30, 2020.

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 one year interlocal agreement with Hall County regarding library services to Hall County residents.

Sample Motion

Move to approve the one year 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 BEYOND THE
MUNICIPAL BOUNDARIES 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 agreements 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, City, and Library wish to enter into this Agreement for the purpose of granting library use and privileges and for providing library cards to Hall County residents living beyond the municipal boundaries of Grand Island; and

WHEREAS, Neb. Rev. Stat. § 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. **Purpose:** The purpose of this Agreement is to confer the use and privileges of the Grand Island Public Library to Hall County residents having a residence located beyond the municipal boundaries of Grand Island, hereinafter referred to as "County Residents" or "County Resident."

2. **Consideration:** For the period of October 1, 2019 to September 30, 2020, the County shall pay \$25,000.00 to Library as set forth herein. Quarterly payments shall be due from County on January 1, 2020, April 1, 2020, July 1, 2020, and October 1, 2020. 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 County Resident library cards and the provision of public library services as provided herein.

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:** Library shall provide and issue cards to County Residents, who are otherwise eligible for a library card, at no cost to the County Resident. County_resident cards shall be issued or renewed with an expiration date of September 30, 2020. There shall be no limit on the number of County Resident 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 county resident cards to Hall County Residents living beyond Grand Island's municipal boundaries. The holders of county resident cards shall have the use and privileges of the Library's services upon the same terms and conditions as residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all County Resident library cards and the library use and privileges granted hereby shall terminate upon termination of this Agreement 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 beyond the municipal boundaries of Grand Island.

Library shall provide a quarterly report to the County providing the number of all household cards issued to County Residents during the preceding quarter. The quarterly report shall be provided no later than the first

business day after the 10th of the month of the following months: January, April, July, and October.

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 or Termination.** This Agreement may only be modified or terminated by written agreement of the Parties.

9. **No Separate Entity.** There shall be no separate legal entity created through this Agreement.

10. **Finances.** This agreement shall be financed by the funds available to the Parties.

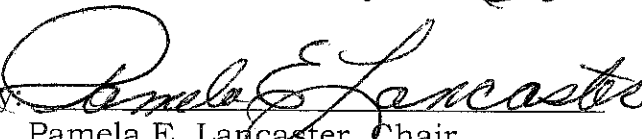
11. **Term and Duration.** This Agreement shall become effective and binding at such time as it is approved by the Library Board, the Grand Island City Council, and the Hall County Board of Supervisors and the Agreement is signed by the duly authorized individuals on behalf of each such entity with the attestation by the respective clerk for each.


Unless sooner terminated as provided by Paragraph 8 above, the initial term of this Agreement shall be one year, commencing October 1, 2019. Upon the expiration of the initial term the Agreement shall thereafter automatically renew on an annual basis upon the same terms and conditions as provided herein unless any party not desiring to renew the Agreement shall deliver to the other parties written notice of non-renewal at least sixty days prior to the termination date of the renewal period (September 30). Written notice hereunder shall be sufficient if personally delivered or mailed by United States Mail, postage prepaid, to the last known address of the party to whom such notice is required to be given.

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

HALL COUNTY

Executed this 1st day of Oct 2019

By: 
Pamela E. Lancaster, Chair
Hall County Board of Supervisors

ATTEST: 
Marla Conley
Hall County Clerk

CITY OF GRAND ISLAND

Executed this _____ day of _____, 2019

By: _____
Roger Steele
Mayor

ATTEST: _____
RaNae Edwards
City Clerk

GRAND ISLAND PUBLIC LIBRARY BOARD

Executed this _____ day of _____ 2019

By: _____
Edward Meedel, President

ATTEST: _____
Tanya Hansen, Secretary

Approved as to form:

Sarah Carstensen
Hall County Attorney

Stacy Nonhof
Grand Island City Attorney

186-75/720746

RESOLUTION 2019-322

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 a one year 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 a one year 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.

- - -

Adopted by the City Council of the City of Grand Island, Nebraska, October 22, 2019.

Roger G. Steele, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
October 18, 2019	☐ City Attorney