
Library Board

Monday, November 30, 2020

Regular Meeting

Item F1

Library Foundation/City Grant Agreement

Staff Contact:

**GRANT AGREEMENT BETWEEN THE CITY OF GRAND ISLAND PUBLIC LIBRARY
AND
THE GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC.**

THIS AGREEMENT is entered into by and between the Grand Island Public Library, hereinafter referred to as "Library", and the Grand Island Public Library Foundation, Inc., a Nebraska corporation, hereinafter referred to as "Foundation" executed this ____ day of _____, 2020.

1. BACKGROUND

The Foundation is a Nebraska non-profit corporation designated as tax exempt under Section 501(c)3 of the United States Internal Revenue Code. It is organized for the purpose of soliciting and receiving gifts, bequests, grants, and devises of property for the use and benefit of the Library consistent with the Foundation's Articles of Incorporation as amended from time to time. The Library is an agency of the City of Grand Island and is desirous of receiving gifts and grants from the Foundation and to assist the Foundation in the Foundation's efforts to solicit funds. In order to promote wise use of each of their resources and to assist each other in reaching their goals, the Library and the Foundation set forth the responsibilities and understandings of both parties in this Agreement.

2. FOUNDATION GRANT TO LIBRARY

2.1 GRANT. The Foundation will make a grant to the City of Grand Island in the amount of \$15,000. The grant is to be used only for Library programs or to purchase materials or services for the Library. The grant is to be used in its entirety on or before September 30, 2021.

2.2 COMMUNICATION; REPORTS; RECORDS. The Foundation and the City of Grand Island will each appoint one individual to act as principal contact person for notices and other communications under this Agreement. The parties may change their contact person at any time by written notice to the other party. The Library will provide the Foundation with quarterly narrative and financial reports of how the grant funds were used, the attendance records of any programs funded or number served for the any services provided by the Library with the grant funds. The Library will maintain its books and records in a manner that will provide the Foundation with sufficient detail to review the Library's receipts and expenditures relating to the grant. The Library will make such records available for review by the Foundation upon reasonable notice.

3. GENERAL

3.1 NEBRASKA LAW. This Agreement shall be governed and interpreted by the laws of the State of Nebraska without reference to the principles of conflicts of law.

3.2 INTEGRATION, AMENDMENTS, ASSIGNMENT. This Agreement represents the entire agreement between the parties and all prior negotiations and representations are hereby expressly excluded from

this Agreement. This Agreement may be amended only by written agreement of both parties. This Agreement may not be assigned without the prior written consent of the other party.

3.3 SEVERABILITY AND SAVINGS CLAUSE. Each section and each subdivision of a section of the Agreement is hereby declared to be independent of every other section or subdivision of a section so far as inducement for the acceptance of this Agreement and invalidity of any section or subdivision of a section of this Agreement shall not invalidate any other section or subdivision of a section thereof.

3.4 TERM. The term of this Agreement shall commence upon execution and shall continue until September 30, 2021 except that the Library shall provide all reports and allow access to the Library's records as provided in Section 2 for a period of four years following termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date of execution set out below.

GRAND ISLAND PUBLIC LIBRARY BOARD

by: _____

Title: _____

Printed Name: _____

Date: _____

GRAND ISLAND PUBLIC LIBRARY FOUNDATION, INC.

by: _____

Title: President

Printed Name: _____

Date: _____