



City of Grand Island

Tuesday, December 07, 2004

Council Session

Item G10

**#2004-313 - Approving Interlocal Agreement for Library Services
with Hall County**

Staff Contact: Steve Fosselman

Council Agenda Memo

From: Steve Fosselman, Library Director

Meeting: December 7, 2004

Subject: Approving Interlocal Agreement with Hall County
Relative to Bookmobile

Item #'s: G-10

Presenter(s): Steve Fosselman

Background

Hall County has a 40+ year history of contracting with the Grand Island Public Library and City of Grand Island for county residents' use of the library facilities including the Hall County Bookmobile. A library board committee usually meets with a county board committee to negotiate a new agreement, which in some instances has been multi-year but in this instance is a single-year agreement.

Discussion

The agreement as negotiated and approved by the Hall County Board of Supervisors on November 16, 2004 provides for a \$77,500 payment by the county to the library for these services, retroactive to July 1, 2004 and effective through June 30, 2005. Last year's agreement provided for a payment of \$70,466. Also included in the agreement is the county's provision/maintenance of mobile data connection equipment and service to facilitate the bookmobile's online computer functions.

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 this interlocal agreement.

Sample Motion

Motion to approve Interlocal Agreement with Hall County Relative to Bookmobile.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE GRAND ISLAND LIBRARY BOARD
AND
THE COUNTY OF HALL, NEBRASKA

THIS AGREEMENT, made and entered into by and between the GRAND ISLAND LIBRARY BOARD, being duly qualified and acting by appointment of the Mayor and City Council and contracting for itself and on behalf of the City of Grand Island, Nebraska, hereinafter referred to as the "Library," and the COUNTY OF HALL, NEBRASKA, a body corporate and politic, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, County desires to have comprehensive library service provided for the citizens and schools of Hall County by the Library; and

WHEREAS, under provisions contained in Sections 51-201 through 220, Revised Statutes of Nebraska, as amended, the County Board of Supervisors may contract library services pursuant to the Interlocal Cooperation Agreement Act; and

WHEREAS, it is the intent and understanding of the parties that library services shall be provided through the facilities of the Library with the cooperation of County;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

Section 1. Purpose and Scope of Services. Library shall provide library services to the inhabitants of Hall County residing outside the corporate limits of the City of Grand Island by permitting such persons the privilege to use Library's services and facilities on the same basis as that accorded by Library to the inhabitants of the City of Grand Island. Library shall further furnish bookmobile services throughout Hall County as more specifically set forth herein.

Section 2. Duration. The term of this agreement shall be for a period of one year commencing on the 1st day of July, 2004.

Section 3. Administration. The Library will be administered in the manner contemplated by the provisions of Article 2, Chapter 51, Revised Statutes of Nebraska, as amended.

Section 4. Bookmobile Services. Library shall provide bookmobile library services to such schools, adult care facilities, and other sites throughout the County as are currently being served by the Hall County Bookmobile, or as agreed to by the parties herein, on a three - week schedule.

Section 5. Administration of Funds and Maintenance of Records. Library shall administer its funds and keep its records as required by law.

Section 6. Charges, Fees, Fines, and Assessments. Library shall provide its services and facilities free of charge to all inhabitants of Hall County within the provisions and intent of this agreement, except that all patrons shall be subject to the rules of the Library as they relate to fines and assessments for overdue books, destruction or loss of books, and other Library regulations.

Section 7. Use of Bookmobile. In the provision of bookmobile programs and services pursuant to this agreement, Library may utilize and operate County's bookmobile. Library shall exercise due care and diligence in the selection, training, and supervision of drivers operating said bookmobile. Title to the bookmobile shall remain in the County.

7.1 Insurance. At all times during the term of this agreement and any subsequent term, County shall maintain liability insurance coverage to insure and indemnify County and Library to the extent permitted under County's automobile liability policy from loss and claims arising out of the operation of County's bookmobile. At all times during the term of this agreement and any subsequent term, County shall maintain a policy or policies of collision and comprehensive insurance coverage insuring and indemnifying County from loss of or damage to said bookmobile.

7.2 Maintenance, Repair, and Expenses of Operation. Library shall exercise due care and diligence in inspecting and maintaining said bookmobile in proper and safe working order and shall operate, maintain, and repair the same at Library's expense

7.3 Return Upon Termination. Upon termination of this agreement, Library shall return the bookmobile to the County.

Section 8. Personnel and Staff. Library shall provide, at Library's expense, such necessary library staff personnel, including properly selected and trained drivers, for the provision of the services herein provided. At all times during the term of this agreement and any subsequent terms thereof, Library shall maintain Workers' Compensation coverage for its employees in such amounts and under such terms as is required by the laws of the State of Nebraska.

Section 9. Indemnification. Library agrees that it will indemnify and hold County and County's officers, employees, and agents harmless from any claims, suits, or damages resulting from or caused by any act of neglect, intentional tort, or omission of Library, its officers, employees, agents, or volunteers in the performance of activities provided for by this agreement.

Section 10. Notice of Claims. Within 10 working days after receipt by library of a summons in any action or any notice of claim arising out of the use or operation of the bookmobile, Library shall notify County of such commencement of action or notice of claim.

Section 11. Library Not an Employee of County. It is agreed by the parties that at all times and for all purposes hereunder, Library and its officers, employees, volunteers, and agents are independent contractors and not employees of County. No statement in this agreement shall be construed so as to find Library and its officers, employees, volunteers, and agents to be employees of County, and they shall not be entitled to any of the rights, privileges, or benefits of County employees.

Section 12. Non-Discrimination. In the performance of activities pursuant to this agreement, Library agrees to comply fully with Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, and the Americans With Disabilities Act of 1991. Library shall not unlawfully discriminate against any employee who is employed in the performance of this agreement, nor against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

Section 13. Consideration. In consideration for the services to be provided by Library, County shall pay to Library the sum of Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00) payable in twelve equal payments the first due the last day of each month commencing July 31, 2004.

Section 14. Modification. Amendments to this agreement shall not be binding upon the parties unless reduced to writing and properly approved and executed by and on behalf of the parties hereto.

Section 15. Administration. One advisory Library Board member and one alternate member shall be appointed by the County Board of Supervisors to meet with the Library Board at all regular and special meetings of the Library Board during the term of this Agreement and extensions thereof. Such advisory board member or alternate member shall have the right to be heard on matters of policy and rules and regulations affecting the library services contemplated by this Agreement. The Library Board as thus constituted shall administer this undertaking in cooperation with the Hall County Board of Supervisors.

Section 16. Form of Organization. There shall be no separate legal entity formed to conduct this cooperative undertaking.

Section 17. Acquisition and Disposition of Property. There shall be no jointly held property acquired through this undertaking. Any property used in this undertaking shall be held by the party acquiring the same and shall, upon termination of this agreement, be disposed of by said party.

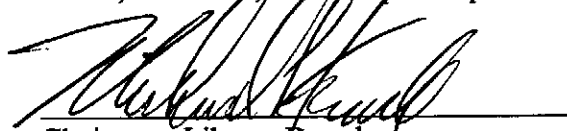
Section 18. Financing. Each party shall be separately responsible for financing its obligations herein.

Section 19. Mobile Data Connection. County shall provide mobile data connection equipment and service and maintain the same during the term of this agreement commencing upon such time as the necessary equipment can be acquired, installed and tested in the Bookmobile.

IN WITNESS WHEREOF, this Agreement is executed by the parties at Grand Island, Hall County, Nebraska, this 16 day of November, 2005.

GRAND ISLAND LIBRARY BOARD,
for itself and on behalf of the City of Grand
Island, Nebraska, a municipal corporation.

THE COUNTY OF HALL, NEBRASKA,
a body politic and corporate and a political
subdivision of the state of Nebraska.



Chairman, Library Board


Chairman, Hall County Board of
Supervisors

Approved:
City of Grand Island

Mayor

ATTEST:


County Clerk

ATTEST:

City Clerk

Prepared by:
Jerom E. Janulewicz
Hall County Attorney
P.O. Box 367
Grand Island, NE 68802
(308) 385-5150

RESOLUTION 2004-313

WHEREAS, Hall County desires to have comprehensive library services provided for the citizens and schools of Hall County; and

WHEREAS, Nebraska statutes provide that the County Board of Supervisors may contract for the services of a public library already established and may levy a tax for such library service in accordance with said statutes; and

WHEREAS, the Grand Island Library Board and the County of Hall intend to provide library service through the facilities of the library with the cooperation of the County of Hall; and

WHEREAS, a form of Agreement has been agreed to between the Grand Island Library Board and the County of Hall.

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 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, December 7, 2004.

RaNae Edwards, City Clerk