



# City of Grand Island

Tuesday, June 23, 2015

Council Session

## Item G-13

**#2015-161 - Approving Interlocal Cooperation Agreement for the City/County Geographic Information System**

Staff Contact: Robert Sivick

# Council Agenda Memo

**From:** Robert J. Sivick, City Attorney

**Meeting:** June 23, 2015

**Subject:** Consideration of Approving Interlocal Cooperation Agreement for City/County GIS System

**Item #'s:** G-13

**Presenter(s):** Robert J. Sivick, City Attorney

## Background

On December 16, 1996 the Grand Island City Council approved Resolution 1996-349 which made the City of Grand Island a party to an Interlocal Cooperation Agreement with Hall County for a joint City/County Geographic Information System (GIS). This City/County partnership has been successful.

## Discussion

The Resolution before you for consideration this evening extends the term of the aforementioned Interlocal Agreement for an additional ten (10) years. The terms of the Agreement remain largely the same with the City and County equally sharing the cost of the GIS and allowing either party to terminate the Agreement by providing ninety (90) days written notice.

## Alternatives

It appears 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**

The City Administration recommends approval of Resolution 2015-161.

## **Sample Motion**

Move to approve.

**INTERLOCAL COOPERATIVE AGREEMENT**  
**FOR THE CITY/COUNTY GEOGRAPHIC INFORMATION SYSTEM**

**BY AND BETWEEN**  
**THE COUNTY OF HALL, NEBRASKA**  
**AND THE CITY OF GRAND ISLAND, NEBRASKA**

THIS AGREEMENT is made and entered into, by and between 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," and the City of Grand Island, Nebraska, a municipal corporation within the State of Nebraska, hereinafter referred to as the "City."

WITNESSTH:

WHEREAS, the Interlocal Cooperation Act, NEB.REV.STAT. §13-801, *et seq.*, provides that units of local government of the State of Nebraska 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 parties hereto entered into an Interlocal Cooperation Agreement for City/County Geographic Information System, December 10, 1996 for a period of 10 years; and

WHEREAS, said Interlocal Cooperation Agreement for City/County Geographic Information System, dated December 10, 1996 had an Addendum Agreement made December 18, 2001; and

WHEREAS, the parties desire to provide for the continued update, on a periodic basis, of GIS database through aerial photography, aerial mapping, and other means; and

WHEREAS, by this Interlocal Cooperation Agreement the parties desire to avail themselves to and take advantage of the benefits of economies of scale and eliminate duplication of effort that may be realized by joint or cooperative purchases of services necessary to update the GIS databases.

NOW, THEREFORE, in consideration of these facts, the parties hereby agree as follows:

A. The purpose of this agreement shall be as follows:

1. To develop and maintain a Geographic Information System which can be utilized by the County and City for a relational database containing current and historic data related to land. This information will include but not be limited to the following:
  - a. Current and historic ownership of individual land parcels;
  - b. Current and historical assessment data on individual parcels;
  - c. Secondary data used in assessment calculations.

2. To consolidate files containing parcel lines from the rural regions of Hall County and eliminate the duplicated bounding lines. Each parcel will be linked to the relational database and provide for spatial queries based on parcel data contained in the database and unique polygons representing each parcel.
  3. To create a digital base map for all of Hall County, including the City of Grand Island covering an area of approximately 160 quarter sections. Input and dimensions shall be based on platted dimensions and correlated to existing and available ground control. The base map shall be accessible in Nebraska State Plane Coordinates-NAD-83. Each parcel will be linked to the relational database and provide for spatial queries based on parcel data contained in the database and unique polygons representing each parcel. Said base map shall include a) right-of-way lines, b) lot lines, c) easements, d) lot numbers, e) Subdivision names, f) street names, and g) such other information as agreed to by the G.I.S. Committee.
  4. To create a digital address map for all of Hall County, including the City of Grand Island. This map will include links back to a relational database for future use in tracking address based data.
  5. To populate the G.I.S. database with current ownership of parcels and current assessed value of parcels.
  6. To establish procedures for update by county and city personnel of all data, graphical or tabular.
- B. Implementation. The aforementioned goals will be attained through a joint G.I.S. Committee which is hereby authorized to perform the following on the behalf of the City and the County:
1. The G.I.S. Committee shall consist of the following officials or their designated representatives: City Public Works Director, City Utilities GIS Coordinator, City IT GIS Coordinator, City Public Works GIS Coordinator, City/County Planning Director, County Surveyor, County GIS Technician, County Assessor, and County Supervisor Representative.
  2. Joint and Cooperative Purchases Authorized. The parties shall cooperate in joint and cooperative purchases of services necessary to update the GIS database through aerial photography, aerial mapping, and other means. Such joint or cooperative purchases may be made by the City and County or by the City and any one or more of the participating County Officials.
  3. Manage the G.I.S. system.
- C. Manner of Financing. The project costs shall be equally divided between the City and the County. Each party shall adopt and maintain appropriations as required by law to fund its obligations under this Agreement. There shall be no joint budget established for this cooperative undertaking.

- D. Update and Exchange of Data. The parties shall continually update the database and make this information accessible to the County and the City.
- E. Term. The term of this agreement shall commence upon approval and execution by the City and the County, and shall continue for ten (10) years. This agreement may be terminated at any time upon 90 day written notice by either the City or the County. Prior to the expiration of the term of this agreement the G.I.S. Committee shall make recommendations to the City and County concerning continuation of the shared G.I.S. database.
- F. Property. The G.I.S. database established pursuant to this agreement shall be the property of the County and maintained by County as public records. All other property, real or personal, shall be owned by the party acquiring the same and may be disposed of as provided by law.
- G. Organization. There shall be no joint or separate legal entity created by this agreement.
- H. Procurement. Any party hereto may be the lead party for procurement of services or personal property required for updates to the GIS database. The lead party shall follow the procurement or purchasing laws, ordinances, resolutions, and regulations applicable to the party.
- I. Funding. The cost of the deliverables of any joint or cooperative purchase or procurement shall be apportioned to the amount the parties involved in any such joint or cooperative purchase or procurement. Such costs shall not exceed the amounts budgeted or appropriated for such purposes.
- J. Property. Ownership of the deliverables from any cooperative purchase shall remain with the party supplying funding for the purchase. Unless otherwise agreed by the procuring parties, ownership of the deliverables from any joint purchase shall remain with the parties as co-owners.
- K. Authority of Participating County Officials. The County Assessor and/or County Surveyor are specifically authorized to enter into cooperative and joint purchases of services as provided herein. Any such purchase shall not require further approval of the Hall County Board of Supervisors provided that the purchase does not exceed the amount appropriated for such purpose by the Hall County Board of Supervisors.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

**COUNTY OF HALL**

**Executed on \_\_\_\_\_, 2015**

By: \_\_\_\_\_  
 Scott Arnold, Chairman  
 Hall County Board of Supervisors

Attest: \_\_\_\_\_  
Marla Conley  
Hall County Clerk

Approved to Form: \_\_\_\_\_  
Jack Zitterkopf  
Hall County Attorney

**CITY OF GRAND ISLAND**

Executed on \_\_\_\_\_, 2015

By: \_\_\_\_\_  
Jeremy L. Jensen  
Grand Island Mayor

Attest: \_\_\_\_\_  
RaNae Edwards  
Grand Island City Clerk

Approved to Form: \_\_\_\_\_  
Grand Island City  
Attorney's Office

RESOLUTION 2015-161

WHEREAS, on December 10, 1996 the Grand Island City Council approved Resolution 1996-349 which made the City of Grand Island a party with Hall County to an Interlocal Cooperation Agreement for a joint City/County Geographic Information System (GIS); and

WHEREAS, the City's partnership with the County for a joint GIS has been a success and should continue for at least another ten years,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor is authorized to execute on behalf of the City an Interlocal Cooperation Agreement with Hall County extending the present joint City/County GIS for a period of ten years.

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Adopted by the City Council of the City of Grand Island, Nebraska, June 23, 2015.

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Jeremy L. Jensen, Mayor

ATTEST:

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RaNae Edwards, City Clerk

Approved as to Form	☒ _____
June 19, 2015	☒ City Attorney