



# **City of Grand Island**

**Tuesday, August 24, 2010**

**Council Session**

## **Item G7**

**#2010-223 - Approving Interlocal Agreement for Drug Court  
Office Space**

**Staff Contact: Steve Lamken**

# **Council Agenda Memo**

**From:** Steven Lamken, Police Chief

**Meeting:** August 24, 2010

**Subject:** Drug Court Office Space Interlocal Agreement

**Item #'s:** G-7

**Presenter(s):** Steven Lamken, Police Chief

## **Background**

The Law Enforcement Center was built with space to accommodate the operations of the Central Nebraska Drug Court. At the time we began using the Center, there was not an Interlocal Agreement with the Drug Court for use of the space provided them.

## **Discussion**

The Law Enforcement Center was designed and built to accommodate the operations of the Central Nebraska Drug Court. There has never been an Interlocal Agreement regarding the Drug Court's use of the Center. The presented Interlocal Agreement that the Central Nebraska Drug Court Board has approved provides terms defining the responsibilities of the City and the Drug Court. The Interlocal Agreement also provides for the Central Nebraska Drug Court to pay \$200.00 month to offset cost related to utilities, housekeeping and maintenance.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Postpone the issue to future date
3. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council approve the Interlocal Agreement for Office Space Use By and Between The Central Nebraska Drug Court and the City of Grand Island.

## **Sample Motion**

Move to approve the Interlocal Agreement for Office Space Use By and Between The Central Nebraska Drug Court and the City of Grand Island.

**INTERLOCAL AGREEMENT  
FOR OFFICE SPACE USE  
BY AND BETWEEN  
THE CENTRAL NEBRASKA DRUG COURT AND  
THE CITY OF GRAND ISLAND**

WHEREAS, it is in the best interest of the CENTRAL NEBRASKA DRUG COURT, BOARD OF DIRECTORS, herein referred to as "Drug Court", to participate in payment for use of administration and office space in the LAW ENFORCEMENT CENTER, herein referred to as "Center", with the CITY OF GRAND ISLAND, herein referred to as "City" or "Grand Island"; and

WHEREAS, it is in the best interests of Grand Island to support the work of the Drug Court by participating in a payment for use of administration and office space with the Drug Court; and

WHEREAS, the Drug Court and City wish to enter into such an agreement pursuant to the terms of the Interlocal Cooperation Act, Neb. Rev. Stat., §13-801 through §13-827, and authorized under the laws of the State of Nebraska; and

WHEREAS, the Drug Court Board of Directors has reviewed this agreement and has passed a resolution approving the same and authorizing the chairman thereof to execute this agreement; and

WHEREAS, the Grand Island City Council has reviewed the agreement and passed a resolution approving the same and authorizing the Mayor of the City to execute this agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, each of the parties hereby intends to be bound by this document and agrees as follows:

**I. GENERAL TERMS**

- A. **Terms of Agreement.** The term of this agreement shall be perpetual, unless as provided in the document hereafter.
- B. **Purpose of Agreement.** The purpose of this agreement is to provide the terms for the Drug Court use of administration and office space in the Center. The City shall provide administration and office space consisting of a Director's Office, Supervisors' Office, Lobby, Restroom, and Storage approximately six hundred and thirty (630) square feet. The City shall provide office systems furnishings, chairs, utilities, housekeeping, facility and grounds maintenance, off-street parking and snow removal as part of the use.

- C. **Use of Center Facilities.** Use shall include Drug Court employee access to all common use areas of the Center. The Drug Court may use conference room space or community room space in the Center with proper reservations.
- D. **Telephones and Office Equipment.** The Drug Court will be responsible for providing all office equipment to include computers and telephones used by Drug Court employees.
- E. **Acquisition, Ownership and Disposal of Personal Property.** All personal property and fixtures acquired and used in furtherance of this agreement shall be owned by the entity which pays for said personal property or fixture. In the event the agreement is terminated or is not superseded by another Interlocal Cooperation Agreement, the parties shall take possession of their respective personal property and fixtures or said property may be left in place, whichever is mutually acceptable to the parties.

## II. PAYMENTS

- A. **Payments.** Drug Court shall pay Grand Island two hundred dollars (\$200.00) per calendar month for use of space in the Center.
- B. **Quarterly Expense Statement and Requirements for Payment.** The use agreement shall begin October 1, 2010. Grand Island shall submit a request for payment to the Drug Court on a quarterly basis. Drug Court agrees to make payments to Grand Island on a quarterly basis with the first quarter beginning the first day of October. Payments shall be made by the Drug Board to the City within forty-five (45) days of the completion of any quarter.
- C. **Adjustments of Cost.** The City may adjust the cost of the use of the space on an annual basis not to exceed five percent (5%) of the previous year's monthly use cost. The City shall provide the Drug Board notice of the increase for the coming year on or before the first day of April. Any increase in monthly use cost shall become effective the first day of October.

## III. TERMINATION

- A. **Notice of Termination.** The Drug Court or Grand Island may terminate this agreement with written notice delivered to the other party not less than one hundred eighty (180) days before the termination is to become effective.
- B. **Property Ownership.** There shall be no jointly held property acquired pursuant to this agreement. Any property in the facility shall be held by the acquiring party and shall belong to said party upon termination of this agreement.

## IV. SEPARATE ENTITY

- A. **Separate Entity.** The parties agree that no separate entity is created by this Agreement.

V. ENTIRE AGREEMENT

- A. Entire Agreement. This Agreement shall constitute the entire agreement between the parties relating to the use of the facility and may be amended only in writing, duly approved, adopted and executed by the respective parties.

VI. NOTICES

- A. Notices. All notices envisioned under the terms and conditions of this agreement shall be sent to the other party in writing in person or by first class, United States mail, postage prepaid, and addressed as follows:

City Of Grand Island  
Chief of Police  
111 Public Safety Drive  
Grand Island, NE 68802

Central Nebraska Drug Court  
Board Chairman  
111 Public Safety Drive  
Grand Island, NE 68802

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST:

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

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

By:

\_\_\_\_\_  
Margaret Hornady, Mayor

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Dale M. Shotkoski, City Attorney

ATTEST:

HALL COUNTY, NEBRASKA, DRUG  
COURT

By:

\_\_\_\_\_  
Tim E. Hoeft, Chairman

R E S O L U T I O N   2010-223

WHEREAS, The City of Grand Island provides office space to the Central Nebraska Drug Court in the Law Enforcement Center at 111 Public Safety Drive, and

WHEREAS, It is beneficial for the City to enter into an Interlocal Agreement with the Central Nebraska Drug Court for the use of office space in the Law Enforcement Center, and

WHEREAS, It is beneficial for the Central Nebraska Drug Court to enter into an Interlocal Agreement with the City for the use of office space in the Law Enforcement Center, and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Mayor be, and hereby is, authorized and directed to execute the Interlocal Agreement For Office Space Use by and between The Central Nebraska Drug Court and the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 24, 2010

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk