

**FIRST AMENDMENT TO THE
INTERLOCAL COOPERATIVE AGREEMENT**

**FOR THE GRANTING OF GRAND ISLAND PUBLIC LIBRARY USE AND PRIVILEGES TO
HALL COUNTY RESIDENTS LIVING OUTSIDE OF
THE CITY LIMITS OF GRAND ISLAND**

**BY AND AMONG
THE COUNTY OF HALL, NEBRASKA,
THE CITY OF GRAND ISLAND, NEBRASKA,
AND
THE GRAND ISLAND PUBLIC LIBRARY BOARD**

WHEREAS, 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", entered into their Interlocal Agreement for the granting of Grand Island Public Library use and privileges To Hall County residents who do not reside within the municipal boundaries of Grand Island (the "Agreement"); and

WHEREAS, the Agreement provided for Grand Island City Library privileges for Hall County residents who do not reside within the City of Grand Island under such terms and conditions as specified in the Agreement; and

WHEREAS, the County, City, and Library desire to extend the durational term of the agreement for an additional one-year period;

NOW THEREFORE, in consideration of these facts, the parties hereto mutually covenant and agree as follows:

1. Paragraph 2 of the Agreement is amended to read as follows:

This Agreement's cost to County will be:

From October 1, 2016 through September 30, 2017, \$15,000.00, payable in quarterly payments to Library.

From October 1, 2017 through September 30, 2019, \$20,000.00 annually, payable in equal quarterly payments due from County commencing January 1, 2017 and each April 1, July 1, and October 1, and January 1 thereafter during the term of this agreement.

Payments shall be made to the City of Grand Island, Attn: City Finance Director, P.O. Box 1968, Grand Island, NE 68802.

2. Paragraph 5 of the Agreement is amended to read as follows:

Library's Obligations: Commencing October 1, 2016 through September 30, 2019, Library shall provide the cards to be issued pursuant to this agreement. The cards provided pursuant to this agreement shall be issued to Hall County residents living outside the city limits of Grand Island (non-resident cards). These non-resident cards shall be issued at no cost to the

cardholders. Except as provided in this Section 5, non-resident cards shall be issued for one full year, and with no common expiration date. There shall be no limit on the number of household 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 non-resident cards to Hall County residents living outside the Grand Island city limits. Non-resident cards issued by Library pursuant to this agreement shall permit the holders of such cards the use and privileges of Library's library services upon such terms and conditions as those applicable to residents of the City of Grand Island.

Notwithstanding anything in this Agreement to the contrary, all non-resident library cards and the library use and privileges granted hereby shall terminate on September 30, 2019 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 outside the city limits of Grand Island.

There shall be no charge to County for cards issued by Library to cardholders under the Wood River Rural Schools 21st Century Community Learning Center Grant until such time as that program has ended.

Library shall report to County, on a quarterly basis, a count of all household cards issued during the preceding quarter to Hall County residents living outside the Grand Island city limits. Quarterly reports shall be due commencing January 1, 2017 and on the first day of each calendar quarter thereafter.

3. Paragraph 11 of the Agreement is amended to read as follows:

Term and Duration. This agreement shall become effective on October 1, 2016, and shall continue in force and remain binding through October 1, 2019.

Negotiations for a renewal contract shall commence on or before August 1, 2019.

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

COUNTY OF HALL

Executed this 11th day of Dec., 2018

By: 
Chair Hall County Board of Supervisors

ATTEST: 
Marla Conley Hall County Clerk

CITY OF GRAND ISLAND

Executed this 25 day of January, 2018⁹

By: Roger G. Steele
Roger G. Steele
Mayor

ATTEST: RaNae Edwards
RaNae Edwards
City Clerk

LIBRARY BOARD OF GRAND ISLAND

Executed this 8th day of January, 2018⁹

By: Edward Meedel
Edward Meedel, President

ATTEST: Tanya Hansen
Tanya Hansen, Secretary

Approved as to form:

Smari Carstensen
Hall County Attorney

Jerry Janulewicz
Jerry Janulewicz
Grand Island City Attorney