

CITY OF GRAND ISLAND, NEBRASKA AND  
COUNTY OF HALL, NEBRASKA  
INTERLOCAL COOPERATION AGREEMENT FOR AN  
ENTERPRISE GIS SYSTEM

WHEREAS, it is in the best interests of the County of Hall, Nebraska (hereafter called the County) to participate in a cost sharing agreement with the City of Grand Island, Nebraska (hereafter called the City) with regards to a regional government enterprise agreement (hereafter called the Joint GEA) for an Enterprise GIS System (hereafter called the Project) with ESRI; and

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 City and County have been participating in an Interlocal GIS Cooperation Agreement since 1996 to share GIS data, capabilities, and infrastructure to the benefit of both; and

WHEREAS, the City currently enjoys the benefits of an enterprise licensing agreement with ESRI that expires June 29, 2021; and

WHEREAS, the parties wish to further expand this benefit by participating in a cost sharing agreement with regards to the purchase and implementation of a Joint GEA with ESRI for the purposes of licensing GIS software and technology; and

WHEREAS, the Board of Commissioners of the County has reviewed and approved this agreement and has authorized the Chairman of the Board of the County to sign this agreement; and

WHEREAS, the City Council of the City has reviewed and approved this agreement and has authorized the Mayor of the City to sign this agreement and the agreement between the City and ESRI to execute the Joint GEA.

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

1. **DURATION.** The City's current enterprise license agreement with ESRI expires on June 29, 2021. Upon the signing of this agreement by both parties and execution of the contract with ESRI, the new Joint GEA and this agreement would be in effect, concurrently, until June 29, 2024.
2. **SEPARATE LEGAL OR ADMINISTRATIVE ENTITY.** There shall be no separate legal or administrative entity created by this agreement. Execution of the contract with ESRI will be administered by the City. The GIS Coordinator of the City IT Department and the County Surveyor (or his/her designee) will be the managers of the Project. The GIS Coordinator of the City IT Department will be the point of contact for the County, City, and ESRI regarding the project.
3. **PURPOSE.** The purpose of this agreement is to participate in a cost sharing agreement between the City and County with regards to a Joint GEA with ESRI to procure GIS software and technology at a cost that is significantly less than if each entity pursued a contract on their own. The Joint GEA will be procured pursuant to a contract entered into between the City and ESRI.
4. **MANAGING CUSTOMER.** Execution of the Joint GEA with ESRI will be administered by the City as the Managing Customer for the Project. As such, the City will be the owner of the associated Joint GEA ESRI customer account. The City will be responsible for all billings and

management of the account with ESRI. This includes management of any associated ESRI cloud-based technologies such as ArcGIS Online.

**5. MANNER OF FINANCING AND MAINTAINING A BUDGET.**

- a. The City and County shall each adopt and maintain appropriations as required by law to fund its obligations on this agreement, and a separate budget shall not be required of either party.
- b. The GIS Coordinator for the City IT Department and the County Surveyor (or his/her designee) shall review payment decisions before any payment is made to ESRI.
- c. The City shall be responsible for 75% of the cost of the Joint GEA and the County shall be responsible for the remaining 25%.
- d. Any software licenses, credits, or privileges that are limited by number under the Joint GEA will be divided between the City and the County at the same 75%/25% ratio, unless otherwise determined by the Project managers.
- e. The City shall make payment in response to the billings of ESRI. An account of the Project billings and payments shall be made available to the County upon request. The City agrees to bill the County 25% of the Joint GEA cost each calendar year of this agreement. The County agrees to pay the same prior to July 31 of each year.
- f. Over the three (3) year term of this agreement, the City shall contract for a Joint GEA with ESRI. The total cost over the three year term of the agreement is \$187,500.00. ESRI has given us a ramp-up schedule so that first two years of the contract are below normal cost. The annual cost and share for the City and County is as follows:

	Year 1 (2021-22)	Year 2 (2022-23)	Year 3 (2023-24)
Total Cost	\$58,000.00	\$62,500.00	\$67,000.00
City Share (75%)	\$43,500.00	\$46,875.00	\$50,250.00
County Share (25%)	\$14,500.00	\$15,625.00	\$16,750.00

- 6. **PARCEL VIEWER.** As part of this agreement, the City agrees to maintain a public facing Parcel Viewer GIS Application that includes GIS data and layers from both the City and County for public use. Upon termination or expiration of this agreement without extension, the County will be responsible for an annual payment to the City in the amount of \$3,500.00 to fund their share of the public Parcel Viewer as long as it is operational.
- 7. **TERMINATION.** This agreement shall remain in effect and be in force as provided in paragraph 1. The County may terminate this agreement upon 90 day written notice to the City provided the termination is due to the insufficient appropriation of funds by the County Board of Commissioners. Upon termination of the agreement, all rights and privileges granted under the Joint GEA would immediately cease and the City and County will be required to separately pursue licensing agreements with ESRI. Upon termination, the ESRI customer account associated with the Joint GEA remains with the City.
- 8. **EXPIRATION.** This agreement and the associated contract between the City and ESRI expires June 29, 2024. Both parties may choose, at that time, to extend the agreement and contract. If the agreement is not extended the benefits of the Joint GEA will cease to apply and both City and County will be required to separately pursue licensing agreements with ESRI. If no extension is sought, ownership of the ESRI customer account associated with the Joint GEA will remain with the City.
- 9. **NON-DISCRIMINATION.** The City and the County shall not, in the performance of this agreement, discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious opinions, affiliations or national origin.

10. **APPLICABLE LAW.** The City and County shall conform to all existing and applicable local ordinances, resolutions, state and local laws, federal laws and existing and applicable rules and regulations. Nebraska law will govern the terms and performance of this agreement.
11. **STRICT COMPLIANCE.** All provisions of this agreement shall be strictly complies with as written, and no substitution or change shall be made except upon further written agreement of the City and the County.
12. **MODIFICATION.** This agreement contains the entire agreement of the parties. No representations, oral or written, were made or relied upon by either party other than those that are expressly set forth herein. No agent, employee, or other representative of either party is empowered to alter any terms hereof unless done in writing and signed by authorized officers of both parties.

Dated: 27 April, 2021

County of Hall, Nebraska

By: Pamela Lancaster  
Pamela Lancaster,  
Chair of the Board of Commissioners

ATTEST:

Marla L. Conley  
Marla L. Conley, County Clerk

Approved as to Form:

Sarah Carstensen  
Sarah Carstensen, Deputy Hall County Attorney

Dated: May 12, 2021

City of Grand Island, Nebraska

By: Roger G. Steele  
Roger G. Steele, Mayor

ATTEST:

RaNaee Edwards, Deputy City Clerk  
RaNaee Edwards, City Clerk  
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Approved as to Form:

Stacy R. Nonhof  
Stacy R. Nonhof, Interim City Attorney