INTERLOCAL AGREEMENT BETWEEN THE CITY OF GRAND ISLAND & THE NEBRASKA STATE FAIR BOARD REGARDING 2024 MARKETING AND PROMOTIONS

THIS AGREEMENT is made and entered into on this 23rd day of July 2024, by and between the City of Grand Island ("City") and the Nebraska State Fair Board ("State Fair") to facilitate cooperation in regards to marketing and promotion of the City of Grand Island and the Nebraska State Fair

WHEREAS, the parties hereto are governmental units and political subdivisions of the State of Nebraska, and are public agencies for the purposes of the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 et seq. as amended; and

WHEREAS, the Interlocal Cooperation Act permits two or more public agencies to enter into agreements with one another, for the mutual benefit of the parties, to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, Neb. Rev. Stat. §2-101et. seq. bestowed upon the Nebraska State Fair the authority to coordinate with the City of Grand Island in the performance of its pursuit of its legislatively designated mission. The legislature further declared it to be in the public interest that the management of the Nebraska State Fair be based upon a dynamic public-private partnership that includes the active participation of local government and charged the Nebraska State Fair with endeavoring to work with municipal officials to... create a partnership with local economic development; and,

WHEREAS, the City of Grand Island, pursuant to the legislative findings set forth above and its authorities under Neb. Rev. Stat. §13-315 may expend annually for purposes to include advertising the various agricultural, horticultural, manufacturing, commercial, and other resources of the City and can expend said funds directly or by and through other organizations for the same purposes; and,

WHEREAS, the Nebraska State Fair hosts the annual Nebraska State Fair Marathon ("Marathon") which requires the safe utilization of roads and property beyond those controlled by the State Fair; and,

WHEREAS, the Grand Island Police Department will incur additional expenses, including overtime pay, to facilitate the requests of the State Fair for increased law enforcement presence during the Marathon; and,

WHEREAS, the City of Grand Island desires to exchange the publicity services of its specialized communications staff in exchange for the publicity opportunities available at the Nebraska State Fair; and

WHEREAS, the State Fair wishes to exchange additional publicity opportunities in lieu of direct payment of law enforcement expenses for the marathon; and,

WEHREAS, the parties agree that an exchange of resources and services between the parties will help facilitate cooperation and efficient leveraging of resources for both parties.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

- 1. <u>TERM PERIOD</u>. This agreement shall operate from the date of execution through the conclusion of the 2024 Nebraska State Fair (September 2, 2024) and shall automatically terminate after the parties have each finalized any deliverables contained herein.
- 2. ORGANIZATION. No separate legal or administrative entity is hereby created.
- 3. <u>PURPOSE</u>. The purpose of this Agreement is to allow the parties to exchange resources and services to facilitate cooperative marketing of the State Fair and the City of Grand Island and the provision of law enforcement services during the Nebraska State Fair Marathon.
- 4. <u>COSTS</u>. Each party will bear the costs of their own contributions and shall be responsible for all expenses and obligations incurred. This will include the costs of all employees, insurance, and other tangible and intangible expenses except as specifically delineated herein.
- 5. <u>PROPERTY</u>. Each party shall be responsible for providing the physical property required to execute their portion of this agreement. No joint property shall be acquired or maintained as part of this agreement.

6. CITY OBLIGATIONS

- a. The City will provide up to 20 feather flags to be placed along State Fair Blvd.
- b. The City will provide any items they desire to give out to greeted guests on "Welcome to Grand Island Day" on Sunday, August 25 and "Come Back to Grand Island Day" on Sunday, September 1. (hereinafter "Grand Island Days")
- c. The City will provide State Fair staff with City logos, graphics, or other marketing materials for their inclusion on day sheets on Grand Island Days.
- d. The City will provide 10 "Media Wraps" for the State Fair assisting in publicity for the State Fair.

- i. The City and State Fair have defined the primary content of each media wrap and the City will produce the media wrap in a method and manner consistent with the skills and abilities of City staff in consultation with the State Fair.
- ii. A media wrap will include recorded interviews, full video coverage of the selected spot including edited footage and high quality photos, a 90 second to 3 minute fully edited "full-length news feature" for use by the State Fair as they see fit, and any requested raw materials.
- iii. The City will also provide all raw content produced for the State Fair's editing and use as they see fit.
- e. The City will provide officers from the Grand Island Police Department to assist traffic control and security efforts starting 30 minutes prior to the commencement of the State Fair Marathon on August 24th, 2024 and ending 30 minutes after the conclusion of the Marathon.
- f. The City will facilitate participation in the parade on Sunday, August 25th for the sole purpose of promoting the City of Grand Island.

7. STATE FAIR OBLIGATIONS

- a. The State Fair will place and maintain up to 20 feather flags provided by the City along State Fair Blvd.
- b. The State Fair will designate Sunday, August 25th as "Welcome to Grand Island Day"
- c. The State Fair will designate Sunday, September 1st as "Come Back to Grand Island Day"
- d. The State Fair will permit City designees to greet guests on Sunday, August 25th and Sunday, September 1st (hereinafter "Grand Island Days") and will permit designees to pass out day sheets or other items to greeted guests.
- e. The State Fair will include the City's logo or other recognition graphics on the day sheets handed to guests on Grand Island Days and on the State Fair's website.
- f. The State Fair will provide other special recognition for the City on Grand Island Days to include recognition on PA announcements, social media "shout out" materials, use of City graphics at the main gate, 10 A-frame digital signage, poster-sized day sheets on 10 4ftX8ft frames throughout the fairgrounds, and on videos played on various digital screens throughout the fair grounds.
- g. The State Fair will allow interested city officials or departments to participate in the parade on Sunday, August 25th for the sole purpose of promoting the City of Grand Island.
- h. The State Fair will cooperate with City staff in defining and producing the requested media wraps and will provide necessary staff and media storage devices as requested to create, edit, and transfer all media materials.

- i. The State Fair will assist the City in securing any necessary media releases for individuals or entities appearing in the requested media wraps.
- j. The State Fair will provide an agreed upon location on the Nebraska State Fairgrounds that will allow the Family Fun Zone to be in the backdrop of a custom photo booth frame provided by the city (not to exceed 3 feet x 5 feet) for the duration of the fair.

Dated this $\frac{\partial U}{\partial x}$ day of $\frac{\partial U}{\partial y}$, 2024.	
	CITY OF GRAND ISLAND, NEBRASKA
	Roger Steele, Mayor
STATE OF NEBRASKA)	SS.

Before me, a Notary Public qualified in said county, personally came Roger Steele, Mayor, for the City of Grand Island, Nebraska, known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to by his voluntary act and deed of the corporation.

Witness my hand and notarial seal this 24th day of July, 2024.

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Notary Public

My Commission Expires:

COUNTY OF HALL

April 25, 2027

with 1.

GENERAL NOTARY - State of Nebraska
JILL GRANERE
My Comm. Exp. April 25, 2027

Dated this 24 day of Vuly, 2	024.		
		Nebraska State Fair	
		By: Jaine Parz	_
		Jaime Parr, Executive Director	
STATE OF NEBRASKA)	V	
) SS.		
COUNTY OF HALL)		

Before me, a Notary Public qualified in said county, personally came Jaime Parr Executive Director, for the Nebraska State Fair known to me to be the identical person who signed the foregoing instrument, and acknowledged the execution hereof to by their authorized and voluntary act and deed of the State Fair.

Witness my hand and notarial seal this 24 day of ______, 2024.

Janny L. M. Connell Notary Public

My Commission Expires:

December 4, 2024

A GENERAL NOTARY - State of Nebraska
Tammy L McConnell
My Comm. Exp. Dec 4, 2024