

**INTERLOCAL COOPERATIVE AGREEMENT**  
**FOR MAINTENANCE AND ADMINISTRATION OF A**  
**CITY/COUNTY GEOGRAPHIC INFORMATION SYSTEM (G.I.S.)**

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

THIS AGREEMENT is made and entered into by and among 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."

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. §13-801 *et seq.*, provides that units of local government of the State of Nebraska and Nebraska state agencies 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 Interlocal Cooperation Act further provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity, or other undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, the County and City have been Parties to various Interlocal Cooperation Agreements related to a joint City/County Geographic Information System ("G.I.S.") since 1996 and wish to consolidate, continue, and modernize said agreements for the purposes of continuing to provide this system; and

WHEREAS, the Parties wish for this Agreement to incorporate the cooperation memorialized in the following Interlocal Agreements and their amendments:

- December, 1996 Interlocal titled "For the City/County Geographic Information System"
- December, 2001 Interlocal Renewal titled "For the City/County Geographic Information System"
- 2011 Interlocal for "Joint Aerial Photo Project" as amended in 2013.
- October 2018 Interlocal Renewal titled "Joint Aerial Photo Project"
- June, 2015 Interlocal Renewal titled "For the City/County Geographic Information System"
- October, 2018 Interlocal titled "Joint Aerial Photo Project"
- April, 2021 Interlocal titled "Enterprise G.I.S. System"

WHEREAS, the Parties desire to provide for the regular update, maintenance, and modernization of all necessary G.I.S. systems and databases through the use of necessary software, hardware, staff resources, data collection, and other means necessary; and

WHEREAS, the Parties recognize that these services are necessary to the efficient operations of required City and County services and that these resources can be delivered to and for the benefit of citizens of the City and County most efficiently through a joint endeavor which avoids the duplication of services and expenses, allows the Parties to benefit from the economies of scale, and is consistent with the objectives of the Interlocal Cooperation Act; and

WHEREAS, the Parties recognize that to maintain these systems will require regular software and hardware updates, renewed contractual agreements, and updated data collection; and

WHEREAS, the Parties have successfully implemented and maintained this system with no joint budget through the use of collaboration including the use of an advisory G.I.S. Committee and through the use of funding appropriated and administered separately by each party and;

WHEREAS, the Parties desire to continue this endeavor and to continue to provide necessary staff, software, and data to facilitate this system in furtherance of the objectives of this interlocal to create and maintain a functional G.I.S.

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

**1. General Purpose**

- a. The Parties wish to continue their collaboration and to consolidate all interlocal agreements directly related to the G.I.S. into a single Agreement.
- b. To ensure the Parties have, and maintain, a high quality G.I.S. to be utilized by the County and City, consisting of one or more geospatial databases containing current and historical data related to, but not limited to:
  - i. Land information (parcels, lots, right-of-way, easements, subdivisions, etc.)
  - ii. Addresses (primary site addresses as well as sub-units such as apartments and suites)
  - iii. Public infrastructure (infrastructure built/managed by Public Works, Utilities, County Roads, etc.)
  - iv. Political boundaries (city/village limits, zoning boundaries, election boundaries)
  - v. Airborne acquired data (aerial imagery, LIDAR, infrared, etc.)
- c. To continue the historical spirit of cooperation by maintaining the advisory G.I.S. committee and budgetary appropriations consistent with each Parties needs and historical expenditures.

**2. Organization**

- a. There shall be no separate legal entity created by this agreement. However the Parties wish to continue to provide an informal advisory Committee to facilitate this Agreement. This committee will serve to assist the Parties in sharing information and in making suggestions to other committee members regarding use of the system, budgetary appropriations, and opportunities to leverage knowledge of, and use of, the system.
- b. G.I.S. Committee : Each party agrees to provide representatives to the committee. As this committee has no governing authority, any member or their

designee may convene a meeting and no quorum is required. This committee has historically included County representatives or their designees (County Assessor, County Surveyor, County Board member, G.I.S. Coordinator), City representatives or their designees (Public Works Director, G.I.S. Administrator, IT Manager, designated department G.I.S. coordinators), and representatives from cross-party departments or their designees (Community Development, Emergency Management).

**3. Joint & Cooperative Purchases**

- a. The Parties wish to continue their historical practice of cooperation through purchasing. The Parties will work cooperatively to facilitate and purchase necessary items and updates to ensure a highly functional G.I.S. The Parties agree to cooperate in the budgeting and planning process to ensure each party can adopt and maintain adequate budgetary appropriations as necessary to finance joint purchases.
- b. For each joint and cooperative purchase the Parties agree that one entity or official will take primary purchasing responsibility. The purchasing rules and procedures of that party will control. The purchasing party will submit to the other party an itemized invoice within sixty (60) days of the payment of any claim(s) related to a joint purchase and payment will be remitted to the purchasing party within sixty (60) days. The County Assessor and/or County Surveyor are authorized to take action on behalf of the County without further approval of the Hall County Board of Commissioners, subject to the availability of appropriated funds.
- c. The Parties agree that they may each continue to negotiate and renegotiate extensions of all relevant agreements and contracts throughout the life of this Interlocal Agreement. Unless otherwise designated below, the Parties agree to fund each joint and cooperative purchase evenly (50% to the County, 50% to the City).
- d. For purposes of inventory and insurance, the purchasing party shall be the owner of any joint asset; however the Parties agree to take all reasonable efforts to maintain all property and data in a manner that, upon termination or dissolution of this Agreement, each party would be able to receive a copy of all data and resources maintained for this system.
- e. **ESRI:** The Parties have historically agreed to purchase and enter into a government enterprise agreement (GEA) which allows both Parties to utilize an Enterprise G.I.S. with ESRI. The Parties wish to continue this historical cooperation. As such, the City will enter into negotiations to purchase, and maintain, the necessary GEA. During this Agreement, the City will continue to fund 75% of the expenses related to the GEA, with 25% being assessed to the County. In the event this Agreement is terminated or expires without renewal, the city will maintain ownership and responsibility for the contract with ESRI.
- f. **Photographs:** The Parties have historically cooperated to purchase and maintain imagery and associated data needed to fully leverage the G.I.S. from Pictometry International Corp.. This has included aerial photographs, digital orthophotos, and other photography. The Parties wish to continue this cooperation via the purchasing of ongoing photography. The County will enter into negotiations to purchase, and maintain, the necessary photography which will include aerial photography at regular intervals. The photographs obtained

will be jointly owned by the Parties and will be duplicated as necessary upon termination or expiration of this agreement. In the event either party wishes to obtain additional, or specialized, photography they may do so at their own expense.

**4. System Maintenance & Development**

- a. The Parties understand that the G.I.S. requires ongoing technical support from both Parties and the Parties covenant to maintain employees to facilitate and service the G.I.S.
- b. The Parties agree to continue to update the system for mutual benefit, to share and maintain data freely, and to ensure that all employees, agents, or contractors of each party are adequately trained in the use and securing of the G.I.S.
- c. Each party agrees to manage the G.I.S. and supporting technologies in accordance with relevant industry best practices. Should either party become subject to relevant technological or security standards higher than the other party, the Parties agree to comply with the more stringent technological or security standards.

**5. Manner of Financing**

- a. The cost of deliverables of any joint or cooperative purchase or procurement shall be apportioned to the involved Parties as set forth in this Interlocal. Deliverables not specifically apportioned in this agreement shall be presumed to be apportioned 50% to the County and 50% to the City. Deliverables purchased solely by one party for their own benefit shall be financed solely by the purchasing party. The Parties agree that the costs of this Interlocal shall not exceed the amount budgeted or appropriated for such purposes.

**6. Insurance.**

- a. Each party agrees to maintain insurance at levels required by law and to ensure adequate coverage of all assets related to this Interlocal.

**7. Legal Compliance**

- a. Each party is responsible for complying with all relevant and applicable laws, rules, and regulations.
- b. The Parties agree to maintain a public-facing G.I.S. portal which contains commonly requested public records. The Parties agree to direct all Parties seeking public records to the public G.I.S. portal. In the event this portal does not contain information sufficient to respond to the request, the party to whom the request is made will be responsible for responding to the request or for directing the requestor to the appropriate custodian. In the event the request is made for joint data or records for which ownership is unclear, the County will be considered the custodian of the system and will respond to all requests.
- c. The County shall be responsible for ensuring that no data is made available to the public in violation of Neb. Rev. Stat. 23-3211. This includes both data directly imputed into the G.I.S. as well as data linked from, or associated with, the G.I.S. To the extent data is maintained on non-public portions of the system which includes protected data the Parties agree to take all necessary steps to ensure said data is not inadvertently released to the Public.
- d. The Parties agree to seek express permission from all Parties providing,

directly or indirectly, personal information which may be protected by the Personal Privacy Protection Act before including said data in the G.I.S..


8. **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 and may be renewed by the Parties for up to four (4) additional five (5) year periods. This agreement may be terminated at any time upon 180 days written notice by either party. The Parties agree to review this Agreement for needed amendments or modifications prior to each renewal term. Absent action to amend or terminate this Agreement, it will be presumed to have automatically renewed at the commencement of each renewal term unless the Parties enter into negotiated amendments or provide written notice of intent not to renew at least 30 days prior to the renewal anniversary.
9. **Property.** Each party shall retain ownership of all real and personal property owned by the party at the time of this agreement. For non-tangible assets the City shall be the official owner of said assets unless said asset is exclusively purchased and maintained by the County. In the event this agreement is terminated, the Parties agree to take all reasonable efforts to duplicate jointly used data in a manner which allows both Parties to develop or maintain any replacement G.I.S.. In the event that joint data or co-owned property such as software licenses cannot be duplicated the non-moving party to the termination shall have a right of first refusal to retain or obtain ownership, regardless of the funding source from which the data or license was acquired. Any expenses related to transferring ownership shall be born by the terminating party.

IN WITNESS THEREOF, this agreement is executed by the respective Parties:

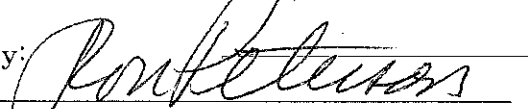
CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

HALL COUNTY, NEBRASKA,  
A Political Subdivision,


By:

  
\_\_\_\_\_  
Roger G. Steele, Mayor

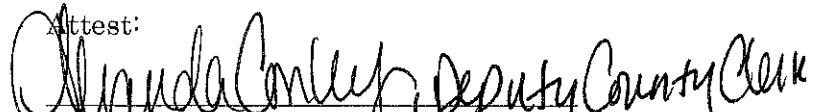
By:

  
\_\_\_\_\_  
Ron Peterson, Chairman


Attest:

  
\_\_\_\_\_  
Jill Granere, City Clerk

Attest:

  
\_\_\_\_\_  
Maria Conley, County Clerk

Approved as to Form:

  
\_\_\_\_\_  
Kari Fisk, City Attorney

Approved as to Form:

  
\_\_\_\_\_  
Martin Klein, County Attorney