

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
DECEMBER 19, 2023 AGENDA

Subject:	Type:	Submitted By:
INTERLOCAL COOPERATION AGREEMENT – LIBRARY CARDS	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ROSE BARCAL LIBRARY DIRECTOR

SYNOPSIS

A resolution has been prepared to approve an interlocal cooperation agreement with SID 237 (Cimarron Woods) allowing the SID to reimburse the City for the cost of non-resident Library memberships for residents of the SID.

FISCAL IMPACT

N/A.

RECOMMENDATION

Approval.

BACKGROUND

At the December 5, 2023 City Council meeting a discussion of the Mayor and City Council gave direction to staff to move forward with preparation of an interlocal agreement with SID 237 for library services for citizens living in SID 237.

The Library anticipates a minimal number of new memberships. Along with the current \$60 membership fee there will be an annual \$100 administrative fee to account for recordkeeping and quarterly billing to facilitate this agreement. This new fee will be in the Master Fee Ordinance.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT WITH SID 237 (CIMARRON WOODS).

WHEREAS, SID 237 is a sanitary and improvement district duly formed and organized in the State of Nebraska, which includes Lots 1-177, inclusive, Lots 180-379, inclusive, and Lots 391-505, inclusive, all in Cimarron Woods, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Lot 1, Cimarron Woods Replat One, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (individually a "Lot" and collectively the "Lots"), for such purposes as stated in its articles of association; and

WHEREAS, SID 237 by entering this Agreement represents to City that SID 237 is authorized to contract with City and pay for access and use of library facilities and services (such facilities and services together referred to as "library services") of the City of La Vista Public Library ("La Vista Public Library") for residents of SID 237; and

WHEREAS, the City and SID 237 wish to enter into an agreement for library services of the La Vista Public Library for residents of SID 237, and further find that this contract is in the common interest of both parties; and

WHEREAS, the Library Memberships (as defined herein) will benefit the residents of SID 237 and SID 237 agrees to pay to the City for each Library Membership as described herein; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., the City and SID 237 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of La Vista, Nebraska, that the interlocal agreement between Cimarron Woods and the City of La Vista for library services is hereby approved, and that the Mayor and City Clerk are hereby authorized to execute said agreement on behalf of the City of La Vista.

PASSED AND APPROVED THIS 19TH DAY OF DECEMBER 2023.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, MMC
City Clerk

INTERLOCAL COOPERATION AGREEMENT

This Interlocal Cooperation Agreement (this "Agreement") is made and entered into on the last date below written, by and between SANITARY AND IMPROVEMENT DISTRICT NO. 237 OF SARPY COUNTY, NEBRASKA (hereinafter referred to as "SID 237") and the CITY OF LA VISTA, NEBRASKA, a municipal corporation in the State of Nebraska (hereinafter referred to as the "City").

W I T N E S S E T H:

WHEREAS, SID 237 is a sanitary and improvement district duly formed and organized in the State of Nebraska, which includes Lots 1-177, inclusive, Lots 180-379, inclusive, and Lots 391-505, inclusive, all in Cimarron Woods, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska, and Lot 1, Cimarron Woods Replat One, a subdivision as surveyed, platted and recorded in Sarpy County, Nebraska (individually a "Lot" and collectively the "Lots"), for such purposes as stated in its articles of association; and

WHEREAS, SID 237 by entering this Agreement represents to City that SID 237 is authorized to contract with City and pay for access and use of library facilities and services (such facilities and services together referred to as "library services") of the City of La Vista Public Library ("La Vista Public Library") for residents of SID 237; and

WHEREAS, the City and SID 237 wish to enter into an agreement for library services of the La Vista Public Library for residents of SID 237, and further find that this contract is in the common interest of both parties; and

WHEREAS, the Library Memberships (as defined herein) will benefit the residents of SID 237 and SID 237 agrees to pay to the City for each Library Membership as described herein; and

WHEREAS, pursuant to the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801, et seq., the City and SID 237 are authorized to enter into this Agreement with each other so as to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of such political subdivisions.

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

1. No Administrative Entity. There shall be no separate legal or administrative entity created to administer this Agreement and, therefore, no separate budget shall be established for such an entity.

2. Library Memberships. The City agrees to provide an annual library membership (a "Library Membership") for access and use of library services of the La Vista Public Library to residents of Lots within SID 237 who satisfy applicable requirements to obtain a Library Membership ("Member"). The La Vista Public Library will issue each such Member a Library Membership card which will renew each year automatically unless terminated by the Library Director or City for failure of the Member or SID 237 to satisfy any payment or other obligation for Library Membership, or by notice to the Library from the Member or SID 237. Each such resident shall be required to provide proof of residency and satisfy any documentation or other conditions generally required by the City in order to obtain a Library Membership card, and shall be personally responsible for and pay any costs other than the Annual Costs (defined below) that are related to the use of such Member's Library Membership, as determined by the Library Director, including without limitation costs of interlibrary loans and late or damaged books or other property.

3. Payment by SID 237. SID 237 shall pay the City the annual cost of all Library Memberships in quarterly installments. The City shall submit an invoice to SID 237 on a quarterly basis for all Library Memberships, which invoice shall provide a detailed list of all Library Memberships issued (including Lot number and address) and SID 237 shall pay within thirty (30) days. The annual cost for Library Memberships shall be the amount established from time to time by Ordinance of the City ("Annual Cost"). The fee upon execution of this Agreement is \$60.00 per year per household for each household having one or more Members, which is subject to change from time to time by the City by Ordinance. In addition, the first quarterly installment and invoice each calendar year shall include an annual administrative fee in an amount from time to time established by City Ordinance, which SID 237 shall pay to reimburse City recordkeeping, billing and other administrative costs and expenses connected with this Agreement. The initial administrative fee is \$100.

4. Records. The City shall maintain records of the Library Memberships, and SID 237, at its sole cost and expense, shall have the right to audit and review such records at any reasonable time.

5. Duration. This Agreement shall begin upon execution by both parties and shall continue in effect for one year, provided, however, this Agreement shall automatically renew thereafter for successive additional terms of one year (each a "Renewal Term") unless either party provides the other written notice of nonrenewal at least thirty days before the first day of any Renewal Term. Notwithstanding anything in this Agreement to the contrary: (i) either party may terminate this Agreement at any time upon thirty days advance written notice to the other

party, (ii) this Agreement automatically shall terminate without any notice or action required of any party at the close of business on the day immediately before any annexation of all or any part of SID 237 by the City is effective, (iii) termination of this Agreement automatically shall terminate all Library Memberships and access to and use of library services of the La Vista Public Library by residents of SID 237, and (iv) SID 237 and its residents shall be obligated to pay all amounts accruing under this Agreement before such termination is effective.

6. Appointment of Administrators. Attorney Mark B. Johnson, or any designee of Mark B. Johnson or the Trustees of SID 237, shall administer this Agreement on behalf of SID 237, and the City Administrator, or any designee of the Mayor or City Administrator, shall administer this Agreement on behalf of the City.

7. Nondiscrimination Clause. In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat § 48-1122, all parties to this Agreement agree that neither they nor any of their subcontractors or agents shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

8. Entire Agreement. This Agreement contains the entire agreement of the parties and shall be binding upon the successors and assigns of the respective parties. No amendments, deletions or additions shall be made to this Agreement except in writing signed by all parties. Nebraska law shall govern the terms and performances under this Agreement. The recitals at the beginning of this Agreement are an integral and important part hereof and are incorporated herein.

[Remainder of Page Left Intentionally Blank; Execution Page Follows.]

Executed by the City of La Vista, Nebraska, this _____ day of _____, 2023.

CITY OF LA VISTA, NEBRASKA

BY: _____

ATTEST:

City Clerk

Executed by Sanitary and Improvement District No. 237 of Sarpy County, this _____ day of _____, 2023.

SANITARY AND IMPROVEMENT DISTRICT
NO. 237 OF SARPY COUNTY, NEBRASKA

BY: _____
Chairman

ATTEST:

Clerk