



# City of Grand Island

Tuesday, August 12, 2003

Council Session

## Item G24

### **#2003-232 - Approving Interlocal Agreement with Grand Island Public Schools for Development of Shoemaker Park**

*The agreement stipulates that the City will develop a park on land owned by the Grand Island Public Schools. The park will be located directly north of Shoemaker Elementary School on approximately five acres. The park will be bordered by the Shoemaker Hike/Bike Trail on the south. Plans include a small parking area, playground equipment, underground sprinklers, athletic fields and other park amenities. The agreement also calls for the Grand Island Public School system to maintain the park after it is constructed.*

Staff Contact: Steve Paustian

## **INTERLOCAL AGREEMENT**

This Interlocal Agreement which shall become effective upon the date set forth herein, is made between the CITY OF GRAND ISLAND, a Municipal Corporation and a Nebraska political subdivision (GI) and the GRAND ISLAND PUBLIC SCHOOL SYSTEM, a Nebraska political subdivision (GIPS) jointly referred to as “Parties” and individual as “Party”.

### **RECITALS**

WHEREAS, GI provides and develops parks and recreation services to the City of Grand Island, Nebraska, and

WHEREAS, GIPS seeks to have the property that it owns adjacent to its Shoemaker Elementary School facilities developed for health and recreational purposes and said property is described in Exhibit “A” attached hereto; and,

WHEREAS, GIPS has the equipment and resources to maintain said recreational facilities adjacent to the Shoemaker Elementary School.

NOW, THEREFORE, GI and GIPS agree as follows:

### **AUTHORITY**

#### **1. Authority and Purpose.**

1.1 Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat., §13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. GI and GIPS are public agencies within the meaning of the Act.

1.2 GI has the authority to provide recreational facilities. GIPS has the authority and responsibility to ensure the maintenance and scheduling the use of the recreation facilities.

1.3 It is the purpose of this Agreement for GI and GIPS to make the most efficient use of their powers by cooperating with each other on the basis of mutual advantage and timely providing services and facilities as identified in this Agreement and in any addendum to this Agreement that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

2. **Administration of Agreement.**

2.1 GI and GIPS each shall designate an administrator responsible for the management of the cooperative undertaking set forth in this Agreement. The administrator may be changed from time to time by any party upon no less than seven (7) days advance written notice to the other Party. Each administrator shall communicate with the other administrator as necessary to effectuate the terms of this Agreement. The administrators shall meet to discuss any matters pertinent to this Agreement and in particular shall discuss the operation, scheduling and maintenance of the recreational facilities which are the subject of this agreement.

2.2 Any real and personal property shall be acquired, held and disposed as set forth in this Agreement, or any amendment hereto.

2.3 No separate legal or administrative entity is created under this Interlocal Agreement.

3. **Recreational Services.**

3.1 GI will construct recreational facilities on the above described premises. The recreational facilities may include but not be limited to the development of athletic fields such as baseball, soccer, softball or other such athletic fields as well as traditional park facilities such as playground equipment and other park amenities.

3.2 GI will budget for construction of the facilities as fiscal conditions permit the funding to become available.

3.3 GIPS shall be responsible for management, programming, operations, maintenance, repair and replacement of the recreation facilities.

4. **Indemnification**

GIPS shall indemnify and hold harmless GI, its employees, elected officials and contractors from any claims, expenses (including attorney's fees and litigation expenses), damages or losses it may suffer as a result of any claims made regarding the validity of this Agreement or the effect of this Agreement on the expenditure or revenue authority of GIPS, including but not limited to taxpayer or regulatory claims. GIPS shall also hold harmless GI its elected officials, employees and contractors from any and all liability, claims and expenses resulting from the construction and development of the property described in paragraphs 3.2 and 3.3 as set forth above with the exception of acts of gross negligence. GIPS shall maintain comprehensive liability insurance for as long as the recreational facilities are used by GIPS and said policy shall name GI as an additional named insured.

5. **Assignment.**

This Agreement shall be binding upon and inure to the benefit of the Parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Parties hereto.

6. **Notices.**

All notices or other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "A" hereto (which exhibit may be changed from time to time by notice of either party).

7. **Term of Agreement.**

7.1 This Agreement shall be for the term of a period of ten (10) years from and after the Effective Date of this Agreement ("Initial Term") or until development of the facilities is completed, whichever occurs first. Upon the expiration of the Initial Term of this Agreement, the term of this Agreement shall extend automatically for successive consecutive terms of one (1) year each (each, a "Renewal Term"), if development is not complete, but either Party may terminate the Agreement as to such Party by providing a written notice to the other Party not less than ninety (90) days prior to the end of the Initial Term or a Renewal Term. If such notice is given the Agreement shall terminate at the end of the then current term.

7.2 The parties understand and agree that all recreational facility construction expenses incurred by GI will be prorated on a monthly basis over the ten (10) year period of this agreement. Should GIPS cease to use the facilities for recreational purposes or remove any of the facilities that have been constructed by GI, the GIPS will reimburse GI for the remaining months of project expenses incurred by the City.

8. **Governing Law.**

This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska, without regard to conflict of law principles.

9. **Entire Agreement.**

This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof. All prior agreements; representations, statements, and negotiations are hereby superseded. This Agreement may be changed only by a written amendment executed by both parties.

10. **Effective Date.**

This Agreement shall be executed in duplicate originals, and the Effective Date shall be \_\_\_\_\_, 2003.

CITY OF GRAND ISLAND, NEBRASKA,  
A Municipal Corporation,

Attest: \_\_\_\_\_  
RaNae Edwards, City Clerk

By: \_\_\_\_\_  
Jay Vavricek, Mayor

GRAND ISLAND PUBLIC SCHOOLS,  
A Nebraska Political Subdivision,

Attest: \_\_\_\_\_  
James Werth, Secretary  
Grand Island Public Schools  
Board of Education

By: \_\_\_\_\_  
Lynn R. Cronk, President  
Grand Island Public Schools  
Board of Education

RESOLUTION 2003-232

WHEREAS, the City and the Grand Island public school system are interested in joining together in their efforts to develop a park on land owned by the Grand Island public schools; and

WHEREAS, plans include a small parking area, playground equipment, underground sprinklers, athletic fields and other park amenities; and

WHEREAS, the City will pay for and coordinate the development of such park, and the school system will assume responsibility of all maintenance costs; and

WHEREAS, a proposed agreement has been prepared by the City Attorney setting out the terms and conditions of such project.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the Interlocal Agreement between the City and the Grand Island Public School System is hereby approved to authorize the development of property adjacent to Shoemaker Elementary School for health and recreational purposes in accordance with such agreement.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such Interlocal Agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, August 12, 2003.

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RaNae Edwards, City Clerk