



City of Grand Island

Tuesday, August 12, 2003

Council Session

Item G25

#2003-233 - Approving Interlocal Agreement with Grand Island Public Schools for Development of Softball Fields

This agreement calls for the development of two softball fields to be constructed on high school owned property. This property is located directly north of Grand Island Senior High. The land is bordered by a City detention cell to the west, Forrest Street to the south, Kruse Street to the east, and Cottage Street to the north. The City will lease a small amount of land located on the west side of the existing detention cell to facilitate field development. The city will pay for the costs associated with the development of the facility. Grand Island Public Schools will then take over all maintenance, repairs, and field use administration associated with the fields.

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, GI has land adjacent to the land owned by GIPS which is available for recreational development and described as follows: The East One Hundred Feet (E100') of Lots One (1), Three (3), Five (5), Seven (7), Nine (9), Eleven (11), Thirteen (13) and Fifteen (15), Block Eight (8) and the West Half (W½) of vacated Taylor Street, College Addition to West Lawn, City of Grand Island, Nebraska; and

WHEREAS, GIPS seeks to have the property that it owns adjacent to its Grand Island Senior High School facilities developed for health and recreational purposes and said property is described as follows: Block Nine (9) and the East Half (E½) of vacated Taylor Street, College Addition to West Lawn, City of Grand Island, Nebraska; and,

WHEREAS, GIPS has the equipment and resources to maintain said recreational facilities adjacent to the Grand Island Senior High 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 two softball fields on the above described premises. The work to be done to develop this property for the softball fields will include but not be limited to relocating the electrical line currently running north/south across this property, modifying the existing grade and elevation to promote drainage of the fields, installing underground sprinkler systems, seeding grass areas, installing fences and backstops and installing lighting where appropriate.

3.2 GI will give GIPS a ninety nine (99) year lease on that portion of its real estate described in the second recital set forth above that is developed for recreational facilities. In the event that GIPS quits using the premises for softball, then the lease shall terminate.

3.3 GIPS shall be responsible for management, programming, operations, maintenance, repair and replacement of the recreation facilities. GIPS will also provide land that is contiguous to the land owned by GI as referenced above and more particularly described in the third recital on page one of this agreement.

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

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

R E S O L U T I O N 2003-233

WHEREAS, the City and the Grand Island public school system are interested in joining together in their efforts to develop two (2) softball fields in land adjacent to Grand Island Senior High; and

WHEREAS, the City will pay for and coordinate the development of the softball fields, and the school system will assume responsibility for all maintenance costs, repairs, and field use administration; 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 two (2) softball fields on property adjacent to Grand Island Senior High School 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.

RaNae Edwards, City Clerk