

INTERLOCAL AGREEMENT

This Interlocal Agreement made between the **CITY OF GRAND ISLAND, NEBRASKA**, a Municipal Corporation, hereinafter called the "City" and the **GRAND ISLAND PUBLIC SCHOOLS**, hereinafter called "GIPS".

WHEREAS, the City and GIPS own adjacent properties near Walnut Middle School in Grand Island, Nebraska; and

WHEREAS, as a result of the 2013 Walnut Middle School entry road relocation project, the City and GIPS adjacent properties lines are somewhat irregular; and

WHEREAS, GIPS has the interest and resources to maintain a section of the City property north of the Walnut entry drive off Custer Avenue; and

WHEREAS, the City has the interest and resources to maintain a section of the GIPS property south of the Walnut entry drive off Custer Avenue; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference is a zone map showing Zone #1 which GIPS agrees to maintain and Zone #2 which the City agrees to maintain, pursuant to the terms stated below.

NOW THEREFORE, incorporating the above recitals as if fully set forth herein, the parties hereby agree as follows:

1. This Interlocal Agreement is for a term of ten (10) years beginning April 1, 2014 with a renewal option for an additional ten (10) years at the conclusion of the first term as stated previously. It is understood and agreed by and between the parties that either party shall have the absolute right to provide to the other party thirty (30) days written notice to terminate the agreement without any cause, at any time during the ten (10) year period, or during the additional ten (10) year renewal option.

GIPS AGREES TO MAINTAIN CITY PROPERTY ZONE #1 OF EXHIBIT "A"

2. GIPS shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, sidewalk snow removal, and general upkeep of City property. Any landscaping modifications to City property may be performed by GIPS upon obtaining written consent from the City.

3. GIPS shall not assign, sublet or part with the possession of the whole or any part of the City property without first obtaining the written consent of the City.

4. GIPS agrees to indemnify the City for any claim made by GIPS employees or by any other persons, for personal injury or property damage arising out of GIPS use of equipment

on the premises or equipment brought onto the premises after the commencement of this Interlocal Agreement, which premises GIPS agrees to accept at all times during the term of this Agreement as is, where is, and the City has no responsibility for its condition or state of repair. GIPS agrees not to remove from City premises any equipment or property located on the premises at the commencement of this Agreement, except as authorized in writing by the City.

5. GIPS agrees that the City property north of the Walnut entry drive shall be maintained as publicly accessible open green space consistent with park use.

THE CITY AGREES TO MAINTAIN GIPS PROPERTY ZONE #2 OF EXHIBIT "A"

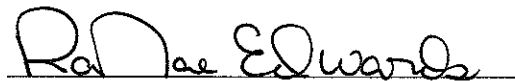
6. The City shall be responsible for all landscape maintenance, including all mowing, fertilizer, sprinklers, and general upkeep of GIPS property. Any landscaping modifications to GIPS property may be performed by the City upon obtaining written consent from GIPS.

7. The City shall not assign, sublet or part with the possession of the whole or any part of the GISP property without first obtaining the written consent of GIPS.

8. The City agrees to indemnify GIPS for any claim made by the City employees or by any other persons, for personal injury or property damage arising out of City use of equipment on the premises or equipment brought onto the premises after the commencement of this Interlocal Agreement, which premises the City agrees to accept at all times during the term of this Agreement as is, where is, and GIPS has no responsibility for its condition or state of repair. The City agrees not to remove from GIPS premises any equipment or property located on the premises at the commencement of this Agreement, except as authorized in writing by GIPS.

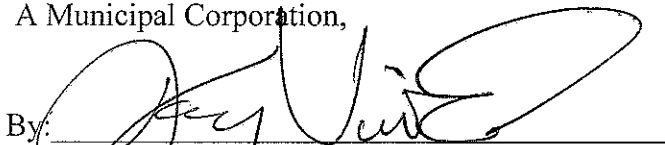
IN WITNESS WHEREOF, the parties hereby have executed this Interlocal Agreement.

Attest:

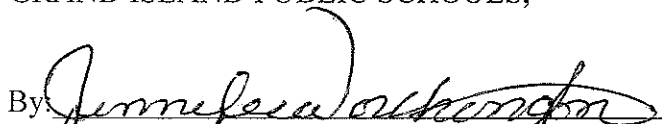

RaNae Edwards, City Clerk

4/22/14

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By: 
Jay Vavricek, Mayor

GRAND ISLAND PUBLIC SCHOOLS,

By: 
Jennifer Worthington, President Board of
Education

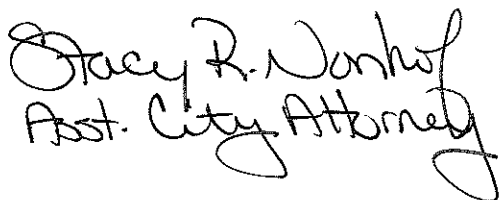

Stacy R. Wankhof
Asst. City Attorney



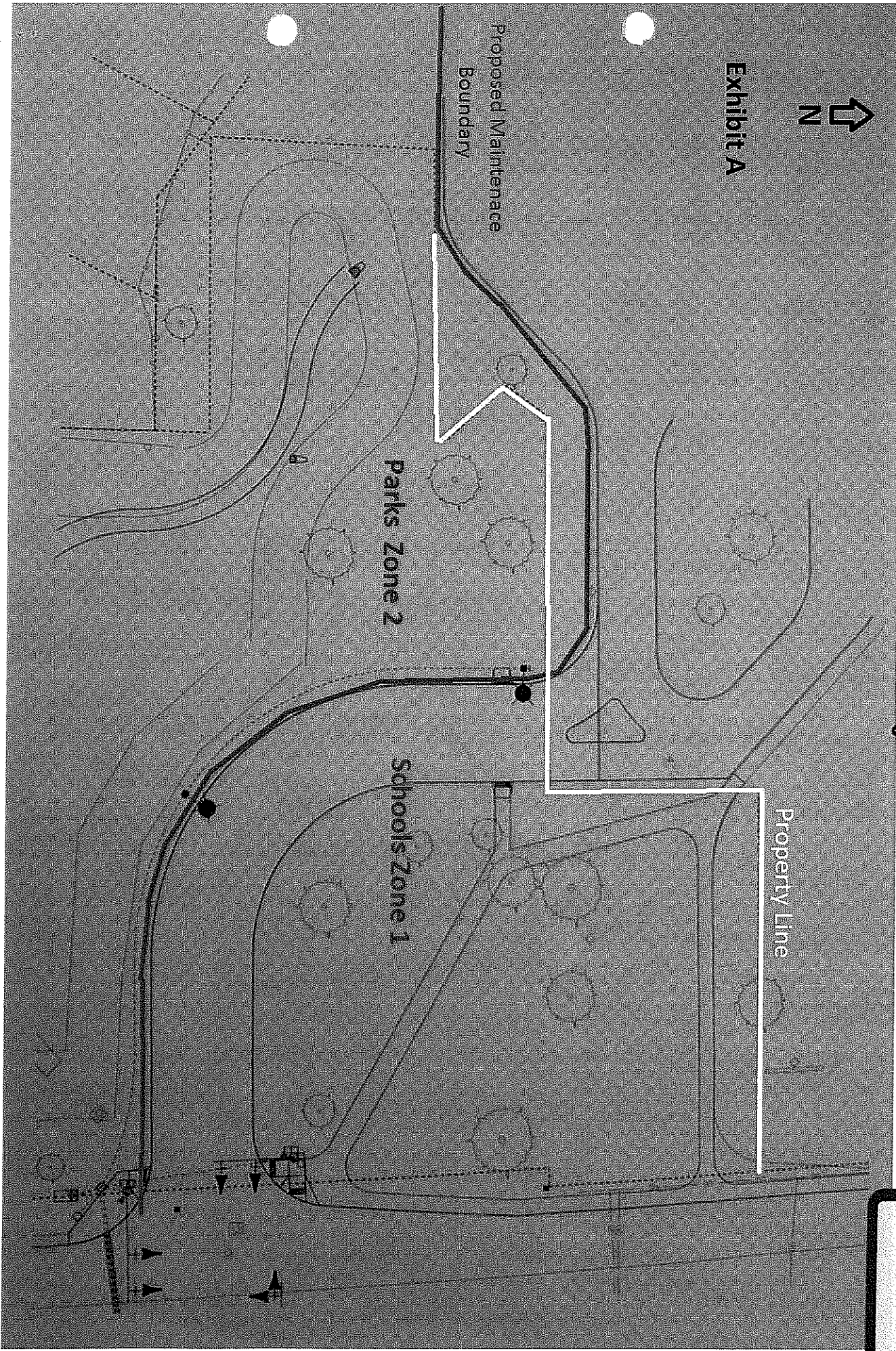
Exhibit A

Proposed Maintenance
Boundary

Parks Zone 2

Schools Zone 1

Property Line



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EXHIBIT

A