

Interlocal Agreement
Parks

THIS CONTRACT and agreement made and entered into this 25th day of February, 1985, by and between the county of Lancaster, hereinafter referred to as the "county" and the city of Lincoln, hereinafter referred to as the "city."

WHEREAS, the parties hereto are political and governmental subdivisions of the state of Nebraska, and the city is a city of the primary class located within the county of Lancaster; and

WHEREAS, the city, pursuant to article II, section 6 of its charter, and the city and the county, pursuant to sections 15-751 and 15-752, R.R.S. 1943, sections 23-820 and 23-821, R.R.S. Neb. 1983, and chapter 23, article 22, R.R.S. Neb. 1983, are authorized to join each other in the ownership, operation, and performance of functions involving any park and recreational use; and

WHEREAS, the county and city entered into an interlocal agreement on the 4th day of August, 1966, pertaining to joint acquisition, maintenance, and improvement of park land by the city and county and

WHEREAS, the city and county desire to expand upon the concepts of joint park acquisition at this time; and

WHEREAS, the parties are agreed that it is desirable to acquire, hold, and improve property within the limits of the county of Lancaster, Nebraska, for park and recreational purposes and are desirous of entering into joint applications to the United States or to the state of Nebraska for grants to assist in such purposes; and

WHEREAS, it is desirable that the city and county agree on the rights, duties, and responsibilities of each in regard to the acquiring, holding, and improving park and recreational property and on the operation of said park property for recreational purposes, so that there may be a joint exercise of these functions under this agreement; and

WHEREAS, the city is engaged in park and recreational operations, and has the necessary equipment and personnel for operations and maintenance, it should therefore be the city that continues to perform these functions.

NOW, THEREFORE, know all men by these presents, that for and in consideration of the mutual covenants and agreement of the parties herein contained:

The city and county do hereby covenant and agree to the following when the parties joint with each other in acquiring, holding, improving, or operating any property for park and recreational purposes:

1. Maintenance of park land. The improvement, maintenance, and operation of the park and recreational properties owned by the county and maintained by the city or jointly owned park lands shall be the administrative responsibility of the city. The costs of improvement, maintenance, and operation of such properties shall be shared by city and county, each to pay one-half (1/2) thereof. Provided, however, that all acquisitions of park and recreational land by the county after the 25th day of February, 1985, for which city is responsible for the improvement, maintenance, or operation thereof shall be approved by the city in writing prior to acquisition by the county or the county shall be deemed to have waived its rights to have the city operate and maintain said park lands. The city shall be directly in charge of the operation in accordance with the rules and regulations of the department.

2. Acquisition of property; purchase or lease. The county may acquire by purchase, gift, or devise land for park and recreational purposes and may hold title to the same as owner in fee

simple or as tenants in common with the city. The city and county may designate or may acquire, by purchase or by lease, real property for parks and recreational use; provided, that the acquisition of real property shall comply with the capital improvements procedures of both the city and county, and all applicable acquisition and relocation procedures. All jointly acquired real property and improvements thereto shall be paid for one-half (1/2) by the city and one-half (1/2) by the county, and the title shall be taken in the name of the city and county as tenants in common. Real property previously owned by either the city or county designated for park and recreation use shall remain the property of the entity which provided the property; provided, that all joint acquisitions of property for park and recreational purposes must be duly approved in writing by the city and county prior to making said acquisitions. In addition, the city or county may acquire conservation and preservation easements to further the purposes of this agreement.

3. Acquisition of property; eminent domain. If any land must be acquired by eminent domain proceedings, the county or the city may maintain such proceedings, and if the city or county maintains such action, the land shall be taken in the name of the condemner, unless the property is a joint acquisition by the city and county, in which case title shall be held in the name of the city and county as tenants in common. In the event that park land is jointly acquired by city and county by eminent domain the amount of the condemnation award and the costs of the action shall be paid one-half (1/2) by the city and one-half (1/2) by the county.

4. Acquisitions in accord with comprehensive plan. All acquisitions of land shall be in accordance with the comprehensive regional plan for the Lincoln city-Lancaster county metropolitan area, and the parties hereto shall both approve a plan of development before development begins and mutually participate in formulation of guidelines for the type of park and recreational use on individual tracts of land acquired from time to time in future by the county.

5. Interlocal cooperation. The city and county will continue to have the authority to make agreements with any public agency under the interlocal cooperation act to further park planning, acquisitions of land, development of programs, or to accomplish any of the goals or purposes of this agreement.

6. Acquisitions in flood plain. When any land for the said park or recreation facilities to be acquired as described above, shall lie within the flood plain of the county's major streams, the parties in addition agree to work with the lower platte south natural resources district in order to mutually protect or assist the flood control requirements. In this connection, the parties agree that the county shall receive any and all local contributions from the lower platte south natural resources district or other parties' property allocable to flood control requirements or benefits, and the county and city shall have the right to enter into specific agreements with other agencies for the flood control aspects of such parks and recreation facility areas. A separate agreement on flood control and responsibilities has been entered into between the city, county, and lower platte south natural resources district, dated September 23, 1965.

7. Funding applications. The parties may make a joint application to the United States and to any other governmental body or agency for grants and other funds or aid and any or all such funds contributed by the United States government or any other governmental bodies shall be allocated between the county and/or city in direct proportion to the percentage of contribution or acquisition, maintenance, improvement, and programming costs paid by each government entity as a credit against the cost of acquiring said lands for said park and recreational facilities.

8. Financial support. The city and the county shall annually, in conjunction with its annual budget planning and appropriation procedures, make provision for sharing the cost necessary to support the acquisition, improvements and maintenance of the park and recreational properties as governed by this agreement.

9. Planning assistance. The parties may call upon other agencies, organizations, or individuals to assist in the planning, development, and use of park land, facilities, and/or programs.

10. County member on parks board. A member of the county board of Lancaster county shall be appointed by the county board as a member of the park and recreation advisory board established in chapter 12.04 of the Lincoln municipal code.

11. Termination of agreement. Either party to this agreement may cease to be a party hereunto by adoption of a resolution of its intention to withdraw, and by giving the agency and other party to this agreement written notice of its intent to terminate at least sixty (60) days before the effective date thereof.

12. Disposition of assets upon termination. (a) Upon termination of this agreement, the parties shall attempt to agree on the division of any money, assets, and real property jointly acquired pursuant to this agreement, after payment of all liabilities incurred thereunder.

(b) If an agreement is not reached within a reasonable time, any money, assets, and real property jointly acquired pursuant to this agreement after payment of all liabilities incurred hereunder shall be returned to the city and county in the composite proportion to each of those parties' contributions towards the cost of acquiring said property.

(c) In addition to (a) and (b) above, any jointly acquired property may be transferred by sale to any buyer including either the city or county for an agreed-upon consideration.

13. Prior agreements. The city and county do hereby mutually agree that this agreement will not supersede the agreements of August 4, 1966 pertaining to wilderness park or November 6, 1984, pertaining to interstate park.

14. Amendments. This agreement may be amended by the city and county by resolution of both bodies' governing boards.

15. Term. This agreement shall continue in full force and effect from the day and year first above written until terminated as herein provided.

16. Discrimination. No person shall be discriminated against because of race, color, sex, religion, national origin, ancestry, disability or marital status in the use of the property acquired and developed as proposed herein.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed the day and year first above written. (City Resolution A-69935, adopted February 25, 1985; County Board approval March 19, 1985).