

Interlocal Agreement
Belmont School Recreational Center

This agreement made and entered into by and between Lancaster County School District 001, a/k/a Lincoln Public Schools, party of the first part, hereinafter referred to as "School District," and the City of Lincoln, Nebraska, a municipal corporation, party of the second part, hereinafter referred to as "City."

WHEREAS, the Interlocal Cooperation Act, § 23- 2201 through § 23-2207, R.R.S. 1943, of the State of Nebraska, provides that two or more public entities may enter into an agreement for joint or cooperative action, and this agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the School District and the City desire to jointly build and operate a structure on School District and City property near the site of the Belmont School which shall include a cooperative gymnasium and attendant facilities, hereinafter referred to as the "Common Facility," and a recreation center as a part of the same structure, hereinafter referred to as the "City Space," and an addition to and improvements to the Belmont School facility, hereinafter referred to as "School Space"; and

WHEREAS, the purpose of this joint action is to provide physical facilities and to permit maximum use thereof so that both School District and City may fulfill their responsibilities to the public at a lesser cost than if each acted independently;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. School District has employed an architect to develop all necessary plans and specifications for the joint facility, and it is the duty of the architect so employed to allocate the proportion of total costs, including architect's fees, between School District and City on a percentage basis, and the final plans and specifications, including the allocation of costs, shall be approved by the School District and City prior to the request for bids. All bids received will be considered by the School District which will then make a recommendation to the City with respect to the awarding of construction contracts, and upon receiving approval by the City, the School District shall enter into construction contracts therefor. It is fully understood and agreed that either School District or City may reject any and all construction bids. The School District shall have the responsibility of general overseeing of the construction of the facility in accordance with the plans and specifications developed by the architect. The City will also be kept advised with respect to the progress of the building and may counsel with School District whenever it deems appropriate.

2. Prorated costs of construction and architect's fees will be paid to School District by City. Such payments shall be made in approximately equal amounts on September 1, 1991, September 1, 1992, and September 1, 1993. It is understood by the parties that such amounts may from time to time be adjusted as the actual cost of construction and the proration are determined.

3. Upon completion of the structure, the School District shall have continuous control and access to that portion of the building designated as School Space. The City will have continuous control and access to that portion of the building designated as City Space. The Common Facility Board, hereinafter provided for, shall from time to time determine utilization of the Common Facility. It being understood that the predominate use of the Common Facility shall be by the School District from 8:00 A.M. to 4:00 P.M. during school days, and by the City at other times. Any fees collected

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for use by other than the School District or the City for the Common Facility shall be placed in a fund and applied against the operational and maintenance costs prior to proration. It is further understood and agreed that School District may from time to time be permitted to use City Space and the City may be permitted to use School Space under such terms and conditions as may be mutually agreed to by the parties. During the use of the Common Facility, both parties shall exercise that degree of control and supervision as is necessary for the effective management and use of said facility. Such control and supervision will include, but is not limited to, enforcement of rules and regulations for the safety of participants and maintenance of the facilities, and suspension of participants from the building and grounds in accordance with rules and regulations as set forth by the Common Facility Committee. Such rules and regulations shall state that the City's control and supervision regarding suspension of participants from School Space shall be limited to those times when classes are not in session. The City use of said structure will be concentrated in the area of recreation under the auspices of the Parks and Recreation Department.

4. Each of the parties shall have an easement across the property of the other for access to the facility. Each of the parties shall provide the staff and personnel necessary to conduct its activities and programs in the Common Facility. Maintenance, repairs, janitorial services, insurance, if any, and costs of equipment used in the Common Facility will be provided and paid for by the School District with the City paying to the School District a prorated cost thereof on an equitable basis. The City shall have the option upon thirty (30) days written notice to remove the City Share from the portions of this paragraph dealing with interior maintenance and/or janitorial services.

5. The Common Facility Committee, formally known as the Irving Joint Facility Board, created under an Agreement between the parties for the Irving Recreational Facility dated November 25, 1975, shall have general administration of the joint undertaking and its duties and responsibilities shall include the following:

(a) Prior to completion of the facility ready for occupancy and use, and annually thereafter, the Common Facility Committee shall adopt a budget of the cost of maintenance, repairs, insurance, if any, equipment, services other than staff, utilities, and all other costs of operation and use of the joint facility;

(b) The Common Facility Committee shall allocate all costs reflected in the budget between the School district and City in accordance with the provisions of this Agreement. The Common Facility Committee shall review the allocation of costs after each year's operation and make any adjustments that are fair and equitable;

(c) If deemed desirable, the Common Facility Committee may establish a regular schedule for reciprocal use by each party of the space of the other;

(d) In the event the Common Facility Committee should be unable to agree as to any one or more of the items assigned to it or any other matters arising under this Agreement, or if the Board of Education or City Council should object to any item or allocation of costs and the Common Facility Committee should be unable to satisfy such objection, the question shall be arbitrated by a competent and qualified person selected by the City Attorney and legal counsel of the School District.

6. This Agreement shall remain in full force and effect until September 1, 2030, unless sooner terminated or modified by mutual agreement of the parties. The term of this Agreement may be extended for any further term or terms as the parties may from time to time mutually agree.

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7. Upon termination of this Agreement, whether at the expiration of the original term, or any extended term thereof, or by mutual agreement of the parties, a multitude of issues will be involved some of which are unknown at this time. The City Space is constructed upon City property, and the School Space is being constructed upon School District property. The Common Facility, however, will be located upon both City and School District property. In addition, the property will be constructed as one building facility. Therefore, upon such termination, the parties will attempt to mutually determine all of the issues relative to the termination of this Agreement. To the extent that mutual agreement is not arrived at by the parties, such issues will be submitted to arbitration by an arbitrator selected as provided in paragraph 5. (City Resolution No. A-73544, adopted May 7, 1990; signed by Lincoln Public Schools, May 11, 1990).