

Interlocal Agreement
Irving School Joint Facilities

THIS AGREEMENT made and entered into by and between the school district of the city of Lincoln, in the county of Lancaster, in the state of Nebraska, party of the first part, hereinafter termed "school district," and the city of Lincoln, Nebraska, a municipal corporation, party of the second part, hereinafter called "city."

WHEREAS, the Interlocal Cooperation Act, §§ 23-2201 through 23-2207, Reissue Revised Statutes of 1943 of the state of Nebraska, provides that two or more public entities may enter into agreements for joint or cooperative action, and this agreement is made and entered into pursuant to the provisions of that act; and

WHEREAS, school district and city desire to jointly build and operate a structure on school property near the site of the Irving junior high school which will include two gymnasiums and attendant dressing facilities, hereinafter referred to as "school space," and a recreation center as a part of the same structure, hereinafter referred to as "city space"; and

WHEREAS, the purpose of such joint action is to provide physical facilities and to permit maximum use thereof so that both school district and city may fulfill its 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 and between the parties hereto as follows:

1. School district will employ an architect, subject to ratification of the employment contract by city, to develop all necessary plans and specifications for the joint facility, and it shall be 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 school district and city prior to the request for bids. All bids received will be considered by school district which shall 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 such construction contracts. 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 the general overseeing of the construction of the facility in accordance with the plans and specifications developed by the architect, but city may also be kept advised with respect to the progress of the building and may counsel with the school district whenever it deems appropriate.

2. The prorated costs of construction and architect's fees will be paid to school district by city upon billing by school district at the time of certification by the architect for payment of claims for work

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completed. Upon receipt of such payments from the city, school district shall pay current bills and fees as they accrue under the terms of the construction contracts and the architect's contract.

3. Upon completion of the structure, the school district will have continuous control and access to that portion of the building designated as school space, and the city will have access to and continuous control over that portion of the building designated as city space. Each of the parties, however, shall have the right of access and use of the space of the other at such reasonable times as will not interfere, delay or be inconvenient to any program or use of such space by the party having control thereof. Such reciprocal use shall be on a regularly scheduled basis or upon request made sufficiently in time so that it may be considered prior to such contemplated use. Neither party shall receive a fee for any such reciprocal use, but such use shall be taken into account in determining allocation of costs. Any fees collected for use by other than school district or city shall be placed in a fund and applied against operational and maintenance costs prior to proration.

4. City shall have an easement over and across the property of school district for access to the joint facility.

5. Each party hereto will provide and pay the cost of equipment to be used in its designated space in the facility, and ownership of all such equipment will be retained by the party which purchases it.

6. Each of the parties shall provide the staff and personnel necessary to conduct its activities and programs in the joint facility. Maintenance, repairs, janitorial services and insurance will be provided and paid for by school district with the city paying to school district a prorated cost thereof on an equitable basis.

7. Prior to the completion of the joint facility, there shall be established a joint board to be known as the Common Facility Committee, consisting of four members, two of whom shall be appointed and serve at the pleasure of the board of education of school district, and two of whom shall be appointed and serve at the pleasure of the council of city. Subject to the specific instructions given by the board of education of school district and the council of city, this board 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 board shall adopt a budget of the cost of maintenance, repairs, services other than staff, utilities, insurance, and all other costs of operation and use of the joint facility;

(b) The board shall allocate all costs reflected in the budget between the school district and city in accordance with the provisions of this agreement. The board shall review the allocation of costs after each year's operation and make any adjustments that are fair and equitable;

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

(d) In the event the board should be unable to agree as to any one or more of the items included in the budget or in connection with the allocation of costs between school district and city, or if the board of education or the council should object to any item or allocation of costs and the board 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.

8. 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.

9. For so long as this agreement shall remain in full force and effect, school district shall be deemed owner of the school space and city shall be deemed owner of the city space, but upon termination of this agreement, either at the expiration of the original or any extended term thereof, or by mutual agreement of the parties, ownership of the entire joint facility, exclusive of equipment, shall revert to and become the property of school district, and all rights of city to the use or occupancy thereof, and easements for access thereto shall end. Provided, however, that in the event this agreement is terminated at any time during the original term, school district shall pay to city its full cost of construction and architect's fees, less four percent (4%) of such cost and fees for each year or part of a year that this agreement shall have remained in effect.

10. The school district may delegate any or all of its obligations under this agreement to the Lincoln Nebraska High School Athletic Building Corporation; provided, however, school district shall remain primarily liable for the performance of all its duties to the city under this agreement.

IN WITNESS WHEREOF, each of the parties hereto does hereby execute and deliver this agreement by its duly authorized officer this 25th day of November, 1975.

(City Ordinance No. 11516 §1; November 17, 1975, as amended by Ordinance No. 14790; November 9, 1987).