

## ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

November 12, 2020

---

**ACTION:** **Approve Amendment to Agreement with City of Chadron for Pool for Chadron State College**

---

On May 4, 2015 Chadron State entered into an Interlocal Cooperation Use Agreement with the City of Chadron to cooperate with each other on the basis of mutual advantage to provide access to the indoor city pool, owned and operated by the City of Chadron.

The City has requested the Agreement be extended by five (5) years due to refinancing of the City Aquatic Center Bond and have submitted an Amendment to the Interlocal Cooperation Use Agreement for Access to the Indoor City Pool. In addition to this extension, two additional changes include:

- Assurances that CSC will retain reasonable rights to use the pool after the Agreement is terminated in September 2030, whereby reasonable rights will be negotiated in good faith between the two parties; and
- Rental payment were aligning with fifty percent (50%) of the fixed operating expenditures for each year.

The System Office and Chadron State College recommend approval of the Amendment to Agreement with City of Chadron for Pool for Chadron State College.

**ATTACHMENTS:**

- CSC City of Chadron Pool Amendment (PDF)

**AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT  
FOR ACCESS TO THE INDOOR CITY POOL**

This Amendment is made and entered into by and between the City of Chadron, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "CITY" and the Board of Trustees of the Nebraska State Colleges dba Chadron State College, hereinafter referred to as "CSC".

The parties entered into an Interlocal Cooperation Agreement dated May 4, 2015, hereinafter referred to as "Agreement" and now wish to amend Sections 2, 3, 10, 16, 17 and 18 of the Agreement to read as follows:

2. This Agreement shall be for a period of ten (10) years, beginning October 1, 2020 and ending September 30, 2030. The Agreement may be renewed on a yearly basis after the expiration of this ten-year term. Either party may propose changes to the Agreement. All amendments or addendums must be mutually agreed upon in writing by both parties.

The CITY agrees that CSC will retain reasonable rights to utilize the pool after the termination of this Agreement in consideration of the significant financial contributions that were paid since the Agreement was executed and payments began in February 2017. Reasonable rights will be negotiated in good faith between the parties as part of a new Interlocal Cooperation Agreement.

3. *Section Deleted.*

10. CSC rental payments for the fall and spring semesters (Third Monday in August to the Second Friday in May) will be made on the following schedule, totaling \$140,400 per year. Payments will commence the first month following the effective date of the Agreement.

August 1	\$7,800
September 1	\$15,600
October 1	\$15,600
November 1	\$15,600
December 1	\$15,600
January 1	\$15,600
February 1	\$15,600
March 1	\$15,600
April 1	\$15,600
May 1	\$7,800

At the end of each fiscal year of operation (July 1 to June 30) fixed operating expenditures will be reviewed by the CITY and CSC prior to the third week in August to determine whether future rental rates should be adjusted, either up or down, based on the prior year fixed operating revenue and expense review. It is understood that the annual CSC payments will not exceed 50% of qualified net operating expenditures for any given year (operating expenditures less operating revenues). If CSC's annual rental payments have exceeded 50% of qualified net operating expenditures, a check will be written to CSC. If CSC's annual rental payments are less than 50% of qualified net operating expenditures, the CITY will invoice CSC for the balance.

Operating expenditures shall be defined as hourly wages and benefits paid to life guards, wages and benefits paid to pool director, wages and benefits paid to staff not considered life guards or the pool director but who are assigned permanently to the pool complex, pool supplies, cleaning supplies, utilities (water, electricity, natural gas, trash collection, any other costs that may be reasonably considered utility costs in the future such as wood chips), insurance costs, any required fees, taxes or permits, and maintenance expenditures of the pool equipment and building (not the replacement of the pool equipment and building components). A detailed listing of the maintenance expenditures will be provided to CSC for analysis prior to the annual fixed operating expenditures review described in the paragraph above.

16. Either party may terminate this Agreement by providing 180 days written notice to the other party. The parties agree to meet to discuss termination prior to sending any written termination notice.

17. The designated representatives for purposes of monitoring and oversight of this contract are;

CSC - Vice President of Administration and Finance	308-432-6202
City – City Manager	308-432-0505

18. The CITY and CSC agree to comply fully with Title IV of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. 48-1101 to 48-1125, as amended. That there shall be no discrimination against any employee who is employed in the performance of this Agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Additionally, the same non-discrimination requirements apply to all individuals who wish to use the pool. The CITY and CSC further agree to insert a similar provision in all subcontracts for services allowed under this Agreement.

The Agreement shall be modified as stated above and the remaining terms contained in the Agreement dated May 4, 2015 shall remain in full force and effect.

---

Chancellor  
Board of Trustees of the Nebraska State College

---

Date

---

Chadron State College President

---

Date

---

Mayor City of Chadron

---

Date