

**AMENDMENT #1 TO
WAYNE COMMUNITY SCHOOLS – WAYNE STATE COLLEGE
INTERLOCAL AGREEMENT FOR FACILITIES USE**

This Amendment #1 to the Interlocal Agreement for Facilities Use is made and entered into by and between Wayne Community School District 90-0017, also known as Wayne Community Schools, hereinafter referred to as “School,” and the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, hereinafter referred to as “College.”

The School and the College are parties to that certain Interlocal Agreement for Facilities Use dated September 15th, 2018, hereinafter referred to as “Agreement” and now wish to amend Sections 1, 4 and 8 of the Agreement to read as follows:

1. Section 1. Duration of the Agreement shall be deleted in its entirety and replaced with the following:
 1. **Duration:** This Agreement shall commence on September 15, 2018 and continue until August 1, 2022 unless terminated by the Parties as hereinafter set forth.

2. Section 4. Manner of Financing shall be deleted in its entirety and replaced with the following:
 4. **Manner of Financing.** School agrees to pay College the sum of \$20,000 per academic year for use of all College facilities and library resources except for: track and field events, Press Box Host Room, Peterson Fine Arts Building, and Frey Conference Suite Rooms by September 30th of each year. College agrees to pay School for School facilities used by College on an as used basis according to the following rates:

Distance Education Classroom:	\$ 500.00/use
Basketball Clinic	\$1,500.00/use

3. Section 8. Termination shall be deleted in its entirety and replaced with the following:
 8. **Termination.** This Agreement may be terminated by either party upon thirty (30) days’ written notice. Settlement of the amount due to the other party upon termination shall be negotiated between the parties based upon (a) specified deliverables completed by the School and accepted and usable by the College as of the date of termination when the School initiates termination, or (b) the percentage of services performed by the School as of the date of termination when the College initiates termination.

The Agreement shall be modified as stated above and the remaining terms contained in the Agreement dated September 15th, 2018 shall remain in full force and effect.

WAYNE COMMUNITY SCHOOL DISTRICT 90-0017, ALSO KNOWN AS WAYNE COMMUNITY SCHOOLS

Superintendent

Date

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES

Chancellor

Date

WAYNE STATE COLLEGE

President

Date