

BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES
ITEMS FOR DISCUSSION AND ACTION\ACADEMIC AND PERSONNEL

ACTION: **Approve Interlocal Agreement with Wayne Community School District for Wayne State College**

Wayne State requests approval to enter into an Interlocal Agreement with Wayne Community School District. Wayne State has had a long-standing agreement with Wayne Community School District to provide access to facilities and library resources. The new Agreement is proposed to be effective for three (3) years (August 2, 2023 until August 1, 2026). Wayne Community School District agrees to pay Wayne State \$28,000 for the first year and \$30,000 per year for the remaining two (2) years for a total amount of \$88,000 over the three (3) years for Wayne Community School District use of Wayne State facilities and library resources. Wayne Community School District agrees to allow Wayne State use of Wayne Community School District facilities at no cost.

The System Office and Wayne State College recommend approval of the Interlocal Agreement with Wayne Community Schools for Wayne State College.

ATTACHMENTS:

- WSC and WCS Interlocal Agreement 2023(PDF)

WAYNE COMMUNITY SCHOOLS – WAYNE STATE COLLEGE
INTERLOCAL AGREEMENT FOR FACILITIES USE

THIS AGREEMENT is made 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”.

WHEREAS, the Parties hereto desire to cooperate with each other on the basis of mutual advantage to provide access to facilities and library resources in a manner that will best meet the needs and development of both Parties under the Interlocal Cooperation Act as set forth in Neb. Rev. Stat. §§13-801 to 13-827; and

WHEREAS, continuing and expanding this cooperative relationship provides mutual benefit to both School and College.

NOW, THEREFORE, in consideration of mutual promises of the Parties hereto, it is agreed as follows:

1. **Duration:** This Agreement shall commence on August 2, 2023 and continue until August 1, 2026 unless amended or terminated by the Parties as hereinafter set forth.
2. **Organization, Administration and Scheduling:** A separate legal entity will not be created, but shall be administered by one individual appointed by each Party (hereinafter referred to individually as “Administrator” and collectively referred to as “the Management Board”) who will meet as necessary to administer the cooperative relationship and to make appropriate adjustments as may be required from time to time. The designated College Administrator shall be: Mike Powicki, Athletic Director, (402) 375-7571, mipowic1@wsc.edu. The designated School Administrator shall be: Mark

Lenihan, Superintendent, (402) 375-3150, malenih1@waynebluedevils.org. The Administrator for each Party may be changed from time to time by either Party appointing such Administrator upon no less than seven (7) days advance written notice to the other Party. Each Administrator shall communicate with the other Administrator to effectuate the terms of the Agreement. The Management Board shall meet no less often than once every six (6) months to discuss any matters pertinent to this Agreement including, but not limited to, the shared use of facilities, equipment, library resources and scheduling.

3. **Purpose:** The purpose of this joint action is to provide both Parties the opportunity to use the facilities of the other to their separate and mutual benefit when such facilities are not in use by the owner thereof. The Management Board will work cooperatively.
4. **Manner of Financing:** School agrees to pay College the sum of \$28,000 for the first year and \$30,000 per year for the remaining two years (for a total amount of \$88,000 over three years) for use of all College facilities and library resources by September 30th of each year. Examples of such use may include: football games, track and field events, basketball tournaments, classroom testing, graduation, athletic banquet, district music contest, homecoming dance, and prom. School agrees to allow College use of School facilities at no cost which will be scheduled as outlined in section 5b.
5. **Use of Facilities:** During the term of this Agreement, School shall have continuous and exclusive control and access to School facilities during all hours when instruction and activities are ongoing in School facilities. Likewise, during the term of this Agreement, College shall have continuous and exclusive control and access to College facilities during all hours when instruction and activities are ongoing in the College facilities. It is

further understood and agreed that either Party may upon prior notice to and approval of the other Party (mutual consent) be permitted from time to time the use of the facilities of the other during other agreed upon times under terms and conditions mutually agreed upon by the Parties.

- a. ***Concessions:*** Concession areas are part of this Agreement. The Party that is using the other Party's facility also has access and control of the concession areas for each event. Each Party will be responsible for the operations of the concessions for their event and will provide the supervision, labor, food, drink, and equipment used in the concession stand (unless otherwise agreed upon). Following the event, the cleanup of the concession area is the responsibility of the user.
- b. ***Scheduling of Games, Practices, and Other Events:*** The Management Board, or its designee, will schedule all practices and contests/meets.
 1. The owner of the facility will have first priority and will schedule all activities by May 1st for the following academic year. Other parties to this Agreement will have the second priority and will schedule all activities by May 15th for the following academic year.
 2. After these activities are locked in, other organizations will be allowed to schedule events.
 3. The Management Board will work together in scheduling to allow for special situations.
- c. ***Supervision of Events***
 1. The **user of the facility** will be responsible for their event. This will include, but not be restricted to the following:

- Setup for the event
 - Organization and supervision of all game personnel
 - Parking and traffic control when needed - must coordinate with College security when event is at College facilities
 - Crowd control at the event
 - Trash cleanup of the bleachers, grounds and field
 - Security and safety/ambulance, when needed
 - Cleanup of concession stands following the event
2. The **owner of the facility** will be responsible for, but not restricted to the following:
- Oversight of the facility and opening and closing the facility
 - Custodial services
 - Electrician on duty (if needed)
 - Cleanup of the restrooms
 - Setup score board and PA system and necessary furniture
 - Setup of the facility (as agreed upon)
- d. ***Maintenance of Facility:*** Each Party will maintain their own facility (e.g. brushing of the field, painting, mowing, replacing lights, and other general maintenance).
- e. ***Equipment:*** The owner of the facility will provide common equipment for the facility (e.g. yard markers for football, hurdles for track, score clock for basketball).
6. **Use of Library Resources:** During the term of this Agreement, School secondary students shall have access to College's online library databases and collections. The College will provide electronic credentials to the required systems.

7. **Indemnification and Insurance:** Both Parties, School and College, hereby agree to indemnify, defend, and hold the other Party harmless from any and all suits, claims, and actions of any kind, including reasonable legal fees, arising out of either Party's use of the other Party's facilities, equipment or other matters agreed upon hereunder, or negligence of the services and materials provided to or used by the indemnifying Party, its employees, or agents. Both Parties agree to provide, at their own expense, liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in the performance of this Agreement.
8. **Termination:** This Agreement may be terminated unilaterally during its term by either Party on thirty (30) days written notice. Should termination occur during an academic year, September through May, any amounts paid in accordance with this Agreement are refundable on a pro-rated basis.
9. **Assignment:** This Agreement shall be binding and inure to the benefit of the Parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Party hereto.
10. **Notices:** All notices and other communications which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by email followed by written confirmation of receipt, or sent by registered or certified mail, postage prepaid, return receipt requested, to the other Party's Administrator at the mailing address listed below or email address as defined in section 2.

College Mailing Address: 1111 Main Street, Wayne, NE 68787

School Mailing Address: 611 W 7th Street, Wayne, NE 68787

11. **Governing Law and Entire Agreement:** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional laws of the State of Nebraska. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both Parties.
12. **Approval:** This Agreement has been approved by governing boards of School and College at a regular or special meeting conducted in compliance with the Nebraska Open Meetings Law.

IN WITNESS WHEREOF, the Parties have set their hands this 15th day of June, 2023.

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

By: _____
Superintendent

**BOARD OF TRUSTEES OF THE NEBRASKA STATE COLLEGES DOING
BUSINESS AS WAYNE STATE COLLEGE**

By: _____
Board Chair, NSCS