

INTERLOCAL AGREEMENT

This Agreement is made and entered into by and between LANCASTER COUNTY SCHOOL DISTRICT 001, a political subdivision, commonly known as Lincoln Public Schools (hereinafter referred to as "LPS") and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, (hereinafter referred to as "City").

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 *et seq.*, (the "Act"), 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 no separate legal or administrative entity is created under this Agreement; and

WHEREAS, the parties desire to share space for a joint media center/library at the new Arnold Elementary School to be constructed by LPS; and

WHEREAS, a 2500 sq. ft. expansion of the LPS standard school media center is necessary to create the joint media center/library space, hereinafter referred to as the "Shared Space"; and

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

WHEREAS, LPS needs a commitment from the City to fund its pro-rata share of the Shared Space, currently estimated to be \$381,500.00; and

WHEREAS, the City in FY 2006/2007 appropriated \$35,000.00 for the Arnold Branch Library which can be committed to the Shared Space; and

WHEREAS, the City has \$346,500.00 in previously accumulated Keno Funds – Libraries which the City is willing to commit toward construction of the Shared Space in FY 2007/2008.

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

1. LPS shall develop, with input from Lincoln City Library representatives, all necessary plans and specifications for the Shared Space. LPS shall have the responsibility of general overseeing of the construction of the Shared Space in accordance with the plans and specifications developed by LPS and approved by the Lincoln Library Board. The City will be kept advised with respect to the progress of the project and may counsel with LPS whenever it deems appropriate.

2. The City agrees in its FY 2007/2008 annual budget to re-appropriate the \$35,000.00 in the FY 2006/2007 budget for the Arnold Branch Library and to appropriate \$346,500.00 in previously accumulated Keno Funds – Libraries to be used for payment of the City’s estimated pro-rata share of the Shared Space.

3. The City agrees to pay LPS its pro-rata share of all costs of construction and architect/engineer fees attributable to the design and construction of the Shared Space and common use areas, including, but not limited to, items such as site preparation, utilities, parking, and lighting., The City agrees to allocate not to exceed a maximum of \$381,500.00 in Keno Funds – Libraries, and to allocate all other necessary funds and to pay its pro-rata share of all costs of construction and architect/engineering fees attributable to the design and construction of the Shared Space and common use areas. The City agrees to commence making payments to LPS following approval of the City’s FY 2007/2008 annual budget and upon receipt of a billing and supporting documentation therefor. Said payment shall be made within 30 days following receipt of an approved billing.

4. Upon completion of the project, the Shared Space and common use areas shall be utilized by the parties as provided for in a separate Lease and Development Agreement to be entered between the parties, it being understood that the predominate use shall be by LPS from commencement to dismissal each day during school days and agreed upon scheduled school activities beyond the school day, and by the City at all other times as provided for in a separate Lease and Development Agreement to be entered between the parties. It being further understood and agreed that this agreement is a financing and payment agreement and that completion of the project is specifically contingent upon the parties entering into a separate Lease and Development Agreement in order for the project to proceed.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer this ____ day of _____, 2007.

CITY OF LINCOLN, NEBRASKA
a municipal corporation,

Coleen J. Seng, Mayor

LANCASTER COUNTY SCHOOL
DISTRICT #0001 a/k/a
LINCOLN PUBLIC SCHOOLS

By: _____
Title: _____