

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 board or legal or administrative entity is created under this Agreement; and

WHEREAS, the current heating, ventilation, and air conditioning systems at Calvert Elementary School and Calvert Recreational Center require major renovation in order to continue their effective/efficient operations; and

WHEREAS, LPS and the City desire that the proposed renovation work be done in conjunction with each other, said work consisting of replacing the existing systems with a new ground coupled heat pump system ("Indoor Air Quality Project"); and

WHEREAS, the parties desire to share the cost for an Indoor Air Quality Project in the Calvert Elementary School/Recreation Center at Calvert Elementary School located in the City of Lincoln; and

WHEREAS, LPS desires commitment from the City that the City will have sufficient funds appropriated to pay for the City's pro-rata share of the Indoor Air Quality Project; and

WHEREAS, the purpose of this joint action is 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.

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

1. LPS shall develop all necessary plans and specifications for the Indoor Air Quality Project. LPS shall have the responsibility of general overseeing of the construction of the Indoor Air Quality Project in accordance with the plans and specifications developed by LPS. 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 to budget for, appropriate, re-appropriate and pay the monies necessary to fund the Indoor Air Quality Project.

3. The City agrees to pay LPS its pro-rata share of the cost of the work, architects and engineering fees, general condition and reimbursable costs, and other related construction costs and expenses for the Indoor Air Quality Project based upon a percentage of floor area of the building, all as determined and certified to by the project architect. The City agrees to pay LPS for the City's pro-rata share of said costs and expenses on a pay-as-you-go basis upon receipt of billing and supporting documentation therefore. Said payment shall be made within 30 days following receipt of an approved billing.

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

LANCASTER COUNTY SCHOOL DISTRICT
NO. 001, AKA LINCOLN PUBLIC SCHOOLS, a
political subdivision,

BY: _____
Dennis A. Van Horn
Associate Superintendent
for Business Affairs

CITY OF LINCOLN, NEBRASKA a municipal
corporation,

BY: _____
Coleen J. Seng, Mayor