

**RESOLUTION 2017-34**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WAYNE AND WAYNE STATE COLLEGE.**

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into by and between the governmental entities, which are The City of Wayne, hereinafter called the "City", and the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College, hereinafter called "the College".

WITNESSETH THAT:

WHEREAS, the College has an interest in providing relevant and meaningful education programs; and

WHEREAS, the College has an interest in providing students with an education that will enable them to enter the workforce with technical skills and experience that give them a competitive presence in the workforce; and

WHEREAS, the City has an interest in positively impacting economic development for the City of Wayne and desires to increase the number of qualified individuals in the Wayne and surrounding communities workforce; and

WHEREAS, the City has an interest in supporting and expanding development, training and educational opportunities through a state of the art facility available within the City of Wayne; and

WHEREAS, the Center for Applied Technology is anticipated to provide a positive economic impact for the City of approximately \$10,040,560 over the next 10 years by increasing the number of faculty and students that will reside in Wayne as well as the visitors that will access the restaurants, lodging, and retail operations. This impact is due to the nature of the facility, which will not only increase student enrollment, and faculty in the areas of industrial technology but it will also serve as a hub of activity for the state. Specifically the Center for Applied Technology will serve as a training site for industry, a career academy for local school districts, and host regional events focused on exposing high school students as well as working adults to the opportunities in manufacturing; and

WHEREAS, it is recognized that the provisions of said interests would best be accomplished in a joint endeavor because of certain hardships which might be experienced if undertaken singularly, and

WHEREAS, it is the desire of the Parties hereto signed to participate in this joint endeavor.

NOW, THEREFORE, BE IT RESOLVED, that the City and the College do hereby agree to the following:

1. **Authority and Purpose:**

- a. Article XV, Section 18 of the Constitution of the State of Nebraska and the Interlocal Cooperation Act of the State of Nebraska, Neb. Rev. Stat. 13-801 *et seq.*, (the “Act”), authorize any two or more public agencies to enter into agreements for joint or cooperative exercise of any power, privilege or authority exercised or capable of exercise individually by such public agencies. College and the City are public agencies within the meaning of the Act.
- b. It is the purpose of this Agreement for the College and the City to make the most efficient use of their powers by cooperating with each other as identified in this Agreement and in any addendum to this Agreement.
- c. No separate legal or administrative entity is created under this Agreement.

2. **College Obligations:**

- a. Classroom Use. The City may be allowed to rent classrooms free of charge when classrooms are not in use by the College. The facility rental agreement must be approved by the President. The City shall provide an appropriate proof of insurance.
- b. Facility and Field Use. The City may be allowed to rent facilities and athletic fields free of charge when facilities and fields are not in use by the College. The facility rental agreement must be approved by the President. The City shall provide an appropriate proof of insurance.
- c. Tuition Waivers. The College will provide tuition waivers to full-time, benefit eligible City employees on a space available basis. The total tuition waivers for the City to award shall not exceed 12 credit hours per academic year (fall/spring). The employees must be admitted as students of the College and must have met all normal academic requirements for the courses taken. Any mandatory or applicable fees which are charged with the course enrollment must be paid for by the employee. Although online courses have a single rate, a portion of the rate consists of fees. Tuition waivers awarded for online courses will not exceed the comparable amount provided for an on-campus course for a resident student.
- d. Athletic Event Passes. Twenty-five (25) general admission tickets to all home football, volleyball, men’s basketball and women’s basketball games to be used by City employees and members of their immediate family on an annual basis. Will include one (1) “City of Wayne Employee Day” during a regular season College home event in which all City employees, and members of their immediate families, will receive free admission. Does not include any NSIC or NCAA post-season events.
- e. Real Estate Transfer. The College agrees to transfer property rights to the City for the following property: Lots 22, 23, and 24, Block 10, College Hill First Addition to the City of Wayne, Wayne County, Nebraska, upon execution of this Agreement.

f. Athletic Staff Assistance. One hundred (100) hours of athletic department staff and student-athlete assistance will be made available to assist City Recreational Sports program as agreed upon by the Parties on an annual basis. Activities and assistance may include, but not be limited to, instructional clinics to assist parent-volunteer coaches of REC sports programs, skill development and instruction for REC program participants, other administrative REC sport programming support. Activities will occur during the fall and spring as to not interfere with regularly scheduled WSC summer sports camps and leagues.

g. Internet Services and Information Technology Assistance. Utilizing a one Gigabit Ethernet connection provided over fiber optic facilities provided by American Broadband, the College will provide the City with broadband internet access at data speed higher than those commercially available in Wayne. In addition to internet access, this method of connection provides direct access for the Wayne Public Library to educational resources hosted in state on Network Nebraska and to resources located on the high-speed Internet2 research network.

The College will layer on top of that bandwidth and access a variety of security and traffic shaping services, including traffic shaping and blocking capabilities, firewall functionality, and monthly vulnerability scanning and analysis.

The College will provide data center hosting space to house any servers not containing PCI or other sensitive data in a redundantly powered and cooled environment. WSC has an entire server rack available for use by the City as needed.

h. Park Maintenance Services. The College will perform all mowing, weeding, and basic lawn clean-up (including leaves, sticks, and trash) for the City's property located at the 9<sup>th</sup> block of Nebraska Street: Lots 11 and 12, Block 3, College View Addition to the City of Wayne, Wayne County, Nebraska. The College will also perform all mowing, weeding, and basic lawn clean-up (including leaves, sticks, and trash) for the State of Nebraska's property located at the 9<sup>th</sup> block of Nebraska Street: Lots 7, 8, 9, and 10, Block 3, College View Addition to the City of Wayne, Wayne County, Nebraska.

i. Community Service Proposal Development for Park Improvement/ Beautification Plan. Wayne State College Industrial Technology classes and the City of Wayne Nebraska will work cooperatively on three Park Beatification projects. ITE 304, Surveying and Print Reading and ITE 493 Advanced Studies, will provide layout and design services/ideas to the City of Wayne. Students will work with local surveying and architectural firms to develop approved site work and construction documents.

**3. Consideration from City:** Four monetary payments to the College. Payments shall be due on the following dates: 7/1/2017, 12/1/2017, 5/1/2018, and 10/1/2018. Each payment shall consist of two hundred and fifty thousand dollars (\$250,000.00). Total consideration for this Agreement shall be one million dollars (\$1,000,000.00).

**4. Duration:** The term of this Agreement will be effective beginning July 1, 2017 and shall be in effect until June 30, 2027 except that either Party may terminate this Agreement upon sixty (60) days advance written notice. If this Agreement is terminated early, all payments and services provided up to the date of termination are non-refundable. All future obligations by either Party cease as of the date of termination.

**5. Amendments:** This Agreement may be amended at any time by the written agreement of both parties.

**6. Execution:** This Agreement is hereby executed by the Parties upon the respective dates set forth below.

PASSED AND APPROVED THIS this \_\_\_\_ day of June 2017.

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

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Chancellor

PASSED AND APPROVED this \_\_\_\_\_ day of May, 2017.

THE CITY OF WAYNE, NEBRASKA

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk