



Board of Trustees of the Nebraska State Colleges

Meeting Date: **June 11, 2026**

Agenda Item: **4.13**

ITEMS FOR DISCUSSION AND ACTION:

Committee: **Fiscal, Facilities, & Audit Committee**

Action Item: **Chadron Public Schools Interlocal Agreement - CSC**

Chadron State College collaborated with Chadron Public Schools to develop an Interlocal Agreement to provide access to facilities. The Agreement is proposed to be effective for one (1) year (7/1/2026 until 6/30/2027). Chadron Public Schools agrees to pay Chadron State \$10,000 for Chadron Public Schools' use of Chadron State facilities. Chadron Public Schools agrees to allow Chadron State use of Chadron Public Schools facilities at specified rates of \$200-\$250 per day per location.

The System Office recommends approval of Chadron Public Schools Interlocal Agreement at Chadron State College.

ATTACHMENTS:

- Interlocal Agreement -Chadron Public Schools and CSC

**THE CHADRON PUBLIC SCHOOLS- CHADRON STATE COLLEGE INTERLOCAL
AGREEMENT FOR FACILITIES USE**

This Interlocal Agreement for Facilities Use (Agreement) is made by and between Chadron Public Schools District 23-0002-000, also known as Chadron Public Schools, hereinafter referred to as "School" and the Board of Trustees of the Nebraska State Colleges doing business as Chadron State College, hereinafter referred to as "College".

The Parties hereto desire to cooperate with each other on the basis of mutual advantage to provide access to facilities 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. Continuing and expanding this cooperative relationship provides mutual benefit to both School and College.

In consideration of mutual promises of the Parties hereto, it is agreed as follows:

1. **Duration:** This Agreement shall commence on July 1, 2026 and continue until June 30, 2027 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 this Agreement 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: Mannie Reinsch, Athletic Director, (308) 432-6253, mreinsch@csc.edu. The designated School Administrator shall be: Rick Barry, Athletic Director, (308) 432-0707, rick.barry@chadronschools.net. 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 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, 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 \$10,000 for use of College facilities listed in Exhibit A by August 1st of each year. School agrees to allow College use of School facilities at a rate outlined in Exhibit B.
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) permit 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. Each Party is required to submit a written request no less than ten (10) days in advance to use the other

Party's concession area. School must submit this written request to the College Director of Dining Services and Vice President for Administration and Finance.

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). School accepts all liability for health and safety in regard to purchasing, preparation, handling and serving food when School is using College's concession areas. Following the event, the cleanup of the concession area is the responsibility of the user. College has an exclusive licensing agreement with LinPepCo for beverage services on its campus. As such, the School may only sell and promote beverages purchased from LinPepCo when using the College's facilities.

- b. ***Hospitality Rooms/Areas:*** For events requiring a hospitality room/area. The Party that is using the other Party's facility may have access and control of a room or area used for hospitality. Each Party will be responsible for the operations of the hospitality room/area for their event and will provide the supervision, labor, food, drink, and equipment used in the hospitality room/area. School accepts all liability of health and safety in regard to purchasing, preparation, handling and serving of food when School is using College's hospitality rooms/areas. An estimated number of participants utilizing the hospitality room will be relayed to the College Director of Dining Services when using the College's facilities. All food must stay in the hospitality rooms or areas. Following the event, the cleanup of the hospitality room/area is the responsibility of the user.

- c. ***Information Technology Use:*** For events requiring information technology service, the Party that is using the other Party's facility must initiate the service request with no less than 30 days' notice. Use will be limited to network connectivity. The requesting Party is responsible for setup, testing, management, and support of the connection at the device's endpoint location, application of endpoint security, and service performance. IT staff at the hosting site will not provide technical service beyond network connectivity which is expected to be tested and validated no less than 48 hours prior to the event and during regular working hours M-F 7:30 – 4:30.
- d. ***Scheduling of Games, Practices, and Other Events:*** The Management Board, or the College's Assistant Director-Athletic Facilities & Events and School's designee, will schedule all practices and contests/meets.
 - i. The owner of the facility will have first priority and will schedule all activities by July 1st for the following academic year. Other parties to this Agreement will have the second priority and will schedule all activities by July 15th for the following academic year.
 - ii. After these activities are locked in, other organizations will be allowed to schedule events.
 - iii. The Management Board will work together in scheduling to allow for special situations.
- e. ***Supervision of Events***
 - i. The user of the facility will be responsible for their event. This will include, but not be restricted to the following:

1. Set up for the event (as agreed upon)
 2. Organization and supervision of all game personnel
 3. Parking and traffic control when needed - must coordinate with College security when event is at College facilities
 4. Crowd control at the event
 5. Trash cleanup of the bleachers, grounds and field
 6. Security and safety/ambulance, when needed
 7. Cleanup of concession stands following the event
 8. Coordinate with the other Party to determine custodial needs
- ii. The owner of the facility will be responsible for, but not restricted to the following:
1. Oversight of the facility and opening and closing the facility
 2. Custodial services
 3. Electrician on duty (if needed)
 4. Cleanup of the restrooms
 5. Setup score board and PA system and necessary furniture
 6. Setup of the facility (as agreed upon)
- f. **Maintenance of Facility:** Each Party will maintain their own facility (e.g. brushing of the field, painting, mowing, replacing lights, and other general maintenance).
- g. **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. **Indemnification and Insurance:** Whenever one Party uses the facilities of another under this Agreement, the Party using the other Party's facilities (the "Indemnifying Party") agrees to indemnify, defend, and hold the Party harmless for from any and all suits, claims, or actions of any kind, including reasonable legal fees, arising out of the Indemnifying Party's use of the other Party's facilities, equipment, or both, including suits, claims, or actions arising from the negligence of the Indemnifying Party or its employees, agents, and contractors. Provided, however, the Indemnifying Party does not agree to indemnify, defend, and hold the other Party harmless from any suits, claims, or actions arising out of the negligence or intentional torts of the other Party's, or the other Party's employees, agents, or contractors. Both Parties agree to provide, at their own expense, liability insurance to cover liability arising from any use of any facilities under this Agreement, including liability arising from this indemnity clause and liability arising from the acts or omissions of their agents or employees in the performance of this Agreement.
7. **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 per the number of full months remaining in the Agreement.
8. **Assignment:** This Agreement shall be binding and inure to the benefit of the Parties and their successors or assigns. This Agreement shall not be assigned or otherwise transferred to a third party.

9. **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.

a. College Mailing Address: Athletic Director, 375 E. 12th Street, Chadron, NE 69337

b. School Mailing Address: 602 East 10th Street, Chadron, NE 69337

10. **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, including Exhibits A and B, 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.

11. **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 hereto have executed this Agreement effective as of the date first above written.

Chadron Public Schools

By: _____

Print: _____

Title: _____

**BOARD OF TRUSTEES OF THE
NEBRASKA STATE COLLEGES DBA
CHADRON STATE COLLEGE**

By: _____

Print: Dr. Jodi Kupper
Title: President

By: _____

Print: Dr. Paul Turman
Title: Chancellor

Exhibit A
School use of College Facilities

All scheduled events, except the Wrestling dual and tournament, will utilize the College's Dining Services for concessions.

1. Cross Country Invite will utilize the Cross Country Trail and Porta Potties on September 11th, 2026 starting at 9:00 am.
2. Volleyball Game may utilize Chicoine Center gymnasium on September 1st, 2026 starting at 4:00 pm, 5:00 pm, and 6:00 pm.
3. Softball Game may utilize the Softball Field on September 4th, 2026 at 4:00 pm and 6:00 pm.
4. FFA District 12 Leadership Development Events (LDEs) will utilize available College facilities all day on November 18th, 2026.
5. Wrestling Dual and Tournament will utilize the Armstrong gymnasium, Chicoine Center gymnasium, bleachers, three (3) classrooms, and the concession area on January 21st, 2027 starting at 3:00 pm for setup, January 22nd, 2027 at 10:00 am for Duals, and all day on January 23rd, 2027 for Invite.
6. School's Prom will utilize the Student Center, Ballroom and Scottsbluff on April 23rd, 2027 starting at 12:00 pm and the entire Student Center on April 24th, 2027 starting at 5:00 pm.
7. Track Invite will utilize the Track and Track Throws areas on March 20th, 2027 starting at 9:00 am.

Exhibit B
College use of School Facilities

School Facility	Rate per day
Practice football field(s)	\$250.00
Auditorium	\$200.00

A half day is defined as four (4) hours or less and one day is defined as more than four (4) hours and less than twelve (12) hours.

School will invoice College for College's use of School's facilities. College will pay School via ACH within 45 days of receipt of the invoice.