

AGREEMENT

THIS AGREEMENT is made by and between the COUNTY OF LINCOLN, NEBRASKA, hereinafter referred to as COUNTY, and the NORTH PLATTE SCHOOL DISTRICT (a Class III School District), hereinafter referred to as SCHOOL.

WHEREAS, the COUNTY desires to have the SCHOOL perform duties imposed by law on Lincoln County officials.

WHEREAS the SCHOOL is agreeable to enter into an agreement to perform all duties imposed by law upon the Lincoln County officials relative to school-related services.

NOW THEREFORE the parties to this agreement make and enter into this agreement for the purpose of the SCHOOL to perform all duties imposed by law upon Lincoln County officials.

1. DURATION The term of this agreement shall be from August 1, 2010, to and including July 31, 2011.
2. SERVICES PROVIDED The SCHOOL shall provide the following services to wit:
 - a. Calculate County Fines and License receipts each month, figuring distribution to each student in Lincoln County, as well as Lincoln County students who attend school in a surrounding county. Maintain the official record book of these transactions.
 - b. Maintain official record book of all school district boundaries and any actions affecting that district.
 - c. Maintain a listing (Official Record) of all personnel who have previously taught in the schools of Lincoln County and provide this information as requested to the Retirement Office of Nebraska as well as other states when requested.
 - d. Prepare and submit the Annual Report to the State of Nebraska regarding the "SCHOOL" budget concerning the duties it performs under this Interlocal Agreement.
 - e. Maintain listing of all "Rule 13" (Home Schools) in Lincoln County and assist the Department of Education in locating students in the County who do not file.
 - f. Any additional items(s) which has/have been overlooked, but is required by State Law.
 - g. The SCHOOL will store all records that Lincoln County School Officials would be required to store. All records will be stored at the Office in the McKinley Education Center in fireproof file cabinets, and will be accessible by the public during regular office hours. Although it may be necessary to maintain hard copies of selected records, most future records will be electronically stored and will be accessible by the public via the SCHOOLS document management system during regular business hours.
3. CONSIDERATION The COUNTY will pay the SCHOOL \$1,600 for the above-said services. This amount shall be paid by July 31, 2012.
4. ORGANIZATION No separate legal or administrative entity is considered to be created by this agreement.
5. FINANCING AND BUDGET The service that the SCHOOL is providing to the COUNTY is financed through the consideration that the SCHOOL receives from the COUNTY. Further, the SCHOOL shall establish and maintain the budget for management of the monies generated by this agreement.
6. PARTIAL TERMINATION A partial termination can only be permissible if the parties jointly agree to the terms of such partial termination. Further, all records and documents acquired by the SCHOOL under this Interlocal Agreement shall be forwarded to the appropriate entity as directed by the COUNTY COMMISSIONERS.

If this Interlocal Agreement is not continued, or is terminated by mutual agreement all the records and documents acquired by the SCHOOL under this agreement shall be forwarded to the "appropriate entity" as required by the COUNTY. Furthermore, all other property acquired by this SCHOOL will be the SCHOOL's property.

7. RECORDS CLERK Carol Allen, Executive Secretary and/or designee, is the Records Clerk under this Interlocal Agreement and shall be responsible for all record keeping responsibilities regarding services that the SCHOOL is providing to the County under this Interlocal Agreement.
8. ACQUIRE, HOLDING AND DISPOSING PROPERTY The SCHOOL has complete authority to acquire, hold and dispose of any real and personal property it uses for providing services under this Interlocal Agreement, except for the records and documents that it receives with regards to this Interlocal Agreement.

DATED THIS ____ day of _____, 2011.

Lincoln County Commissioner

Lincoln County Commissioner

Lincoln County Commissioner

ATTEST:

Lincoln County Clerk

DATED THIS ____ day of _____, 2011.

Executive Secretary for the Superintendent of the North
Platte Public School District

DATED THIS ____ day of _____, 2011.

Treasurer of the North Platte School District Board

ATTEST:

Witness