

CITY OF LEXINGTON & CENTRAL COMMUNITY COLLEGE  
COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT made and entered into as of July 1, 2025, by and between the CITY OF LEXINGTON, NEBRASKA (CITY) and CENTRAL COMMUNITY COLLEGE, (CCC).

WHEREAS, Dawson County residents voted to establish the Central Nebraska Vocational Technical School District in Hastings, and later designated to be within the Central Community College area per Section 85-1504(4) of Nebraska Statute; and

WHEREAS, Dawson County regularly elects two district representatives and a member at large on the eleven-member CCC Board of Governors.

WHEREAS, Dawson County provides property tax funded support to CCC to provide educational, cultural, and other activities and services for students of CCC which includes residents of Dawson County; and

WHEREAS, Dawson County is the fifth largest of 25 counties in the CCC area with a population of 24,085, representing 8% of the CCC area population; and

WHEREAS, Dawson County generates 6% of the property tax revenue for CCC operations and capital funding; and

WHEREAS, the CITY's population is historically underserved access to higher education; the total population being approximately 78% minority, with 50% of the total population 30 years of age and under, and 36% of the total population 20 years of age and under; and

WHEREAS, the CITY desires to improve the presence and availability of CCC services within Dawson County at the local level through cooperative measures with other cities, school districts, businesses, and economic development groups, consistent with the mission, vision and values of the CCC's strategic plan; and

WHEREAS, the CITY owns and operates the DAWSON COUNTY OPPORTUNITY CENTER (CENTER), renovated by the CITY in 2010-2011 to provide facilities for CCC operations with the goal to heighten the educational, cultural and economic opportunity of residents of Dawson County and surrounding areas; and

WHEREAS, the CITY and CCC intend to cooperatively utilize the CENTER and other suitable locations as deemed appropriate to meet the needs of area students and citizens.

THEREFORE, in consideration of the premises and the covenants and agreements herein set forth, the parties agree as follows:

## **SECTION 1. Cooperative Measures**

1. **Opportunity Center:** The CITY owns and operates the CENTER, which CITY and CCC currently have an Occupancy Agreement. The CITY will lease the CENTER to CCC for operations through the terms in Section 2 of this agreement.
2. **Additional Cooperative Location(s):** Other suitable locations in Dawson County including, but not limited to, area high schools, hospitals, new and existing community centers, and business may be necessary to conduct educational services and programming goals. Such arrangements may be agreed to as a supplement to this agreement.
3. **Advisory Committee:** CCC agrees to meet biannually with an advisory committee, established by the CITY to assess regional educational, cultural and economic prosperity needs for services or programming to be completed at the CENTER or other suitable locations in Dawson County. More regular communication can be initiated at will (and vice versa) between CITY and multiple CCC representatives, including, but not limited to CCC-Lexington administrator, Community & Workforce Development Associate Dean, Dean, Vice President, College President or elected CCC Board of Governor representatives. Regional feedback can also be obtained through regular contact with area high schools, and involvement through chambers of commerce or other community organizations.
4. **Operational Funding:** CCC budgeted approximately \$550,000 in FY 2025 for personnel and operations at the CENTER in Dawson County. CCC agrees to cooperatively fund a CITY staff position tasked to advocate, stimulate and coordinate communication of needs and programming between CCC and Dawson County area residents. Further details on the staff position will be determined by CITY administrator and CCC President and included as an addendum. CCC agrees to provide a reasonable annual allocation of future budget resources to maintain and expand Dawson County operations (as warranted) over the agreement term at levels approved by the CCC Board of Governors.
5. **Capital Funding:** Expanded services (as warranted) may require major capital projects and expenditures at the CENTER or other suitable locations in Dawson County. CCC agrees to participate in capital projects (as warranted) in Dawson County through a reasonable allocation of future capital resources at levels approved by the CCC Board of Governors or other State entities. Investment in capital projects and expenditures shall be at CCC's sole discretion and approval, and which shall not be unreasonably withheld or precluded.
6. **Other Funding:** Nothing in this Agreement precludes negotiations of shared funding sources or expense sharing between CCC and other public and private entities including, but not limited to, school districts, municipalities, county, state or federal resources, private donations, foundations or businesses.

## **SECTION 2. CENTER Lease**

1. **Description of Premises:** The CENTER shall include the building and real estate owned by CITY and described as Tract 1, and the North 80 feet of Tract 2, Wal-Mart Subdivision in the City of Lexington, Dawson County, Nebraska. CCC shall be entitled to occupancy of

the following:

- a. CCC shall jointly occupy an area of approximately 20,000 square feet of the building for the purpose of educational related activity.
  - b. CCC shall be entitled to share with other occupants, educational classrooms, technology centers, common areas, conference rooms and other educational facilities, subject to regulations developed by the City, approval of CCC and common usage that will be developed between the parties.
2. Lease Payment: CCC shall pay a monthly lease payment of \$5,000. This monthly rate may increase 5% every five years from the commencement date. CCC shall pay CITY on the first day of each month.
3. Occupancy: The parties anticipate and agree that CCC shall occupy the premises according to the conditions of this Agreement and for a term as indicated in Section 3(1). CCC, at its own expense, will provide the necessary furnishings, fixtures, and technology equipment/wiring it deems appropriate within the facility. Upon termination contained in Section 3(1), CCC shall be entitled to retain ownership and remove personal property, or equipment purchased and installed by CCC, without regard to its characterization as a fixture.
4. Services and Utilities: The parties agree that trash, janitorial services/supplies, pest control, snow removal, water, sewer and electric utility services will be provided by CITY, and that CCC shall be billed and shall pay for these services on a quarterly basis. CCC shall be responsible for contracting and paying for communication services as needed by CCC.
5. Maintenance: CITY shall maintain the premises in good repair and tenantable condition. CITY obligations include the maintenance and repair of the plumbing, lighting, electrical, HVAC equipment and fixtures. CCC obligations include the maintenance and repair of their technology/data systems, personal utility services, personal property, furnishings, signage, and fixtures within the facility. CCC required updates to plumbing, electrical, and regular cosmetic updates (e.g. painting of classrooms, carpet replacement, signage) will be paid by CCC.
6. Right of Entry: CITY shall have the right to go upon CCC leased premises at reasonable times and hours and inspect the same, after reasonable notice, unless there is an emergency, for the purpose of ascertaining compliance with the terms of the Lease by CCC and for undertaking any repair which is the obligation of the CITY.
7. Prohibited for Uses: CCC agrees that CCC, nor any of CCC's employees, guests or invitees shall knowingly undertake any of the following activities in or on the CENTER premises:
  - a. Violate any city, state or federal ordinance, regulation or law in or about CENTER;
  - b. Smoke or use any tobacco products inside the CENTER;
  - c. Store any pets, junk, debris or other refuse at the CENTER;
  - d. Conduct any activities that are loud or obnoxious or create unreasonable noise or odors or disturb or threaten the rights, comfort, health, safety or convenience of

others at the CENTER.

8. Alterations: CCC shall not make, install or erect any alterations, additions or improvements in or to the premises or significantly increase electrical, water or utility services or devices without first presenting plans and specifications to CITY and obtaining the written consent of the CITY, which consent shall not be unreasonably withheld. All alterations, additions and improvements shall be at CCC expense.

All alterations, additions and improvements made and installed by CCC, including, without limitation, any type of floor covering that may be attached or otherwise affixed to the floors of the premises, shall become the property of the CITY at the termination of this Agreement and shall remain with the premises.

9. Insurance:

- a. CITY shall maintain a policy or policies of insurance against loss or damage to the entire building.
- b. CCC shall maintain a policy or policies of comprehensive public liability insurance in standard form, in the amount of \$2,000,000 protecting CITY and CCC against any and all liability arising out of the use and occupancy of the premises and commons area. Such insurance shall be provided on an occurrence basis. CITY shall be named as an additional insured on the policy. CCC shall be responsible for their personal property.
- c. All insurance provided for in this article shall be affected under valid and enforceable policies issued by insurers licensed to do business in the State of Nebraska. Each policy of insurance provided by CCC or CITY shall have attached thereto an endorsement that such policy shall not be cancelled or materially changed without a thirty (30) day prior written notice to the other party and that no act or thing done by either party shall invalidate the policy against the other party. Each party shall deliver to the other party insurance policies or duplicates or certificates thereof (with receipts or other evidence satisfactory to the other party of full payment of the premiums thereon) and thereafter, not less than thirty (30) days prior to the expiration of each insurance policy required to be furnished by the other party pursuant hereto, each party shall deliver to the other party a renewal policy or duplicate or certificate thereof, together with receipts or other evidence satisfactory, to the other party of full payment of the premiums thereon. Each party shall cooperate with the other party in expediting and obtaining insurance recoveries.

10. Occurrence of Casualties: If the premises are substantially destroyed (more than fifty percent of the gross square feet of the entire building where the premises is located) or totally destroyed by fire or any other casualty during the term of this Agreement, CCC, at its option, may cancel this Agreement by notice given to CITY within thirty (30) days after the occurrence of such fire or other casualty, and if such notice be given, this Agreement shall expire, as the case may be, as of the date of occurrence of such fire or other casualty. If this Agreement shall be so cancelled, all fire insurance proceeds attributable to damage to or destruction of the buildings and improvements and property shall be paid to CITY as CITY'S

sole and absolute property. Insurance proceeds, if any, attributable to damage to or destruction of CCC separate property shall be paid to CCC.

If the premises are damaged by fire or other casualty to an extent which is not substantial (as defined above), or if CCC shall not exercise its right to cancel this Agreement after a substantial or total destruction, the CITY promptly shall repair, reconstruct and replace the premises and any other damaged improvements to a condition at least equal in quality to their condition immediately prior to the damage or destruction. In the event of default of prompt, repair, reconstruction and replacement to said condition by CITY, CCC may, at CCC option, either conduct the repair, reconstruction and replacement at the expense of and for the account of CITY or cancel this Agreement in the manner provided above.

11. Assignment and Subletting: CCC shall not assign this Agreement, or the premises, in whole or in part, without the prior written consent of the CITY, which consent shall not be unreasonably withheld.
12. Signs: CCC agrees to review the design and installation of its corporate identification signs to be installed on the premises, so that there is consistency with the other signs that will be designed and installed on the other businesses located in the building on the real estate.
13. Indemnification: To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act or constitutional provision, each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.
14. Miscellaneous Provisions: The words "CITY" and "CCC" shall include the plural, wherever the context requires, and all pronouns used herein and referring to said parties shall be construed accordingly, regardless either of the number or gender thereof.

Headings of the various paragraphs are inserted merely as a matter of convenience for reference and shall not be considered as defining, limiting or describing the scope or intent of the particular paragraphs to which they refer or as affecting the meaning or construction of the language in the body of such paragraphs.

All provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, heirs, successors and assigns, subject however, to provisions requiring CITY's consent to any assignment by CCC.

Every notice or consent authorized or required by this Agreement shall be effective when delivered if written and hand delivered or when deposited in the mail sent by United States registered or certified mail, return receipt requested, with postage prepaid, and addressed to CITY, P.O. Box 70, Lexington, Nebraska, 68850, and to CCC Central Community College, Attn: VP of Administrative Services, P.O. Box 4903, Grand Island NE 68802, or at such other address as either party shall from time to time designate in writing.

In the event that any of the provisions of this Agreement shall by court order be held invalid, such invalidation shall not affect the remainder of this Agreement, which shall be construed

to enforce the remaining understandings of the parties. The Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska.

Time shall be of the essence of every part of this Agreement.

15. Rules and Regulations: The CITY and CCC will jointly develop and promulgate building rules and regulations for the CENTER. A copy of the Building Rules and Regulations so prepared are attached hereto and hereby made a part of this Agreement.
16. Additional Tenants: The parties agree that the CENTER is available to other public entities for occupancy involving educational programming or non-educational uses. CCC agrees that any rental or occupancy agreements with such additional occupants shall be solely in the discretion of CITY. CITY warrants only that no such occupancies shall interfere with the reasonable and peaceful exercise of CCC's right to occupancy and conduct of its programs. Damage to equipment or facility that occurs during use of others will be solely the responsibility of the CITY to repair or replace.

### **SECTION 3. Other**

1. Term: The term of this Agreement shall be for a period of twenty (20) years, commencing on July 1, 2025 and ending on June 30, 2045, unless sooner terminated as hereinafter provided. In the absence of a notice of intent to terminate, this Agreement shall continue for successive terms of one year. In the event that CCC wishes to terminate this agreement during the term of this agreement, written notice of intent to terminate shall be given to CITY at least twelve (12) months prior to the date of termination. In the event that CITY wishes to terminate during the term of this agreement, written notice of intent to terminate shall be given twelve (12) months prior to the date of termination.
2. No Agency: No agency, partnership, joint venture or any other special relationship between the CITY and CCC is created by this Agreement.
3. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Nebraska without regard to the conflict of laws provisions therein. Any legal action involving this Agreement in any way shall be instituted in a court of competent jurisdiction located in the State of Nebraska.
4. Entire Agreement: This Agreement contains the entire Agreement and understanding of the parties and no representations or promises have been made except those set forth herein.

