

**DAWSON COUNTY OPPORTUNITY CENTER
JOINT USE AGREEMENT**

This Agreement entered into on July _____, 2009, by and between the City of Lexington, Nebraska, (hereinafter “CITY”) and Dawson County School District No. 001, of Lexington, Nebraska, (hereinafter “SCHOOL”).

WHEREAS, CITY and SCHOOL are both public agencies of the State of Nebraska as defined by the Interlocal Cooperation Act, Nebraska Revised Statutes Sections 13-801 to 13-827;

WHEREAS, the CITY owns and operates the Dawson County Opportunity Center (CENTER); and

WHEREAS, the parties intend joint use of the CENTER to provide educational, cultural, and other activities and services for students of SCHOOL and citizens of CITY which will benefit the entire community;

THEREFORE, in consideration of the mutual covenants of the parties, it is agreed as follows:

1. Cooperative Agreement: Pursuant to Sections 13-801 - 13-827 of the Revised Statutes of Nebraska, as amended, “CITY” and “SCHOOL” hereby enter into a joint operating agreement through which the parties shall jointly and cooperatively exercise certain powers, privileges, or authority granted to the parties for the operation and maintenance of CENTER in accordance with the terms of this Agreement. The governing body of each of the parties hereto shall have approved this Agreement by resolution, prior to its execution and delivery.

2. Purpose: The purpose of the Cooperative Agreement shall be to make efficient use of the powers of the parties hereto by enabling them to act jointly on a basis of

mutual advantage and thereby provide services and facilities in a manner that will accord best with economic and other needs of the public as served by CITY and SCHOOL.

3. Organization: The Lexington City Council and the Dawson County School District 001 School Board, will act as a joint board responsible for administration of the joint undertaking.

4. Duration: This Cooperative Agreement shall be perpetual, provided that such Cooperative Agreement may be terminated at any time by action of the governing body of CITY or SCHOOL.

5. Manner of Acquiring and Holding Property: Any real or personal property owned by either of the parties to this Agreement shall remain the separate property of the parties. Any property acquired for the purposes of this Agreement shall be purchased under the separate budget authority of either of the parties and shall remain the separate property of the party acquiring such property.

6. Opportunity Center: The CITY will provide sufficient space, as the parties shall agree, in the Dawson County Opportunity Center for SCHOOL to provide programming for the Early Learning Academy (preschool), Alternative Education, Parent Student Resource Center, and any other space that may be available in the building for educational programming needed by SCHOOL. SCHOOL will make such space available for use by other governmental or educational entities for educational purposes, when said space is not being utilized by SCHOOL.

9. Occupancy Agreement: The parties agree that the SCHOOL shall pre-pay the CITY rent for its use of space, and that after a determination has been made as to the space allocated to SCHOOL, an “occupancy agreement” shall be reached to determine the amount of said rent and the manner of sharing costs of architect services, capital improvements,

insurance, utilities, maintenance and repair, common areas, date of possession, and other relevant issues. The occupancy agreement as adopted shall become a part of this Joint Use Agreement by reference.

10. Amendment of Agreement: This Agreement may be amended upon approving resolutions adopted by the governing body of CITY and SCHOOL.

Approved by the City Council of Lexington, Nebraska on July ____, 2009.

CITY OF LEXINGTON, NEBRASKA

By:_____

Approved by the School Board on July _____, 2009.

DAWSON COUNTY SCHOOL DISTRICT NO. 001

By:_____