

INTERLOCAL COOPERATION ACT AGREEMENT
CREATING THE
GOTHENBURG IMPACT CENTER FACILITIES AGENCY

THIS INTERLOCAL COOPERATION ACT AGREEMENT (this “**Agreement**”) is made as of the _____ day of _____, 20__ by and among the City of Gothenburg, Nebraska (the “**City**”) and Dawson County School District 0020 (the “**District**”)(hereinafter collectively referred to as the (“**Members**”).

ARTICLE I
CREATION OF THE AGENCY

Pursuant to Sections 13-801 to 13-827, R.R.S. Neb., as amended (the “**Act**”), the Members hereby create a joint entity which shall be named the Gothenburg Impact Center Facilities Agency (the “**Agency**”) and shall constitute a separate body corporate and politic under the provisions of the Act. The Agency shall be subject to control by the Members in accordance with the terms of this Agreement. The governing body of each Member shall have approved entry into this Agreement by resolution. A certified copy of each approving resolution shall be kept on file at the principal place of business of the Agency (which may be the principal place of business of a Member). The Agency’s existence shall commence upon the execution of this Agreement by each of the Members.

ARTICLE II
PURPOSES

The purposes of the Agency are as follows:

(a) To make efficient use of the powers of the Members by enabling them to cooperate with each other on the basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with the geographic, economic, population and other factors influencing the needs and development of local communities; educational services and facilities to serve the needs of the communities served by the Members, including specifically, a community facility that will house an early learning center, healthy families center, sports training center, and event center on the real property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Impact Center**”).

(b) To provide or contract for the acquisition, finance, construction and operation of one or more facilities or services for the benefit of the Members.

ARTICLE III
ORGANIZATION; BOARD; OFFICERS; BYLAWS

Section 1. *Board of Directors.* The Agency shall be governed by a Board of Directors comprised of [4] members (the “**Board**”). The Board shall consist of a member of the governing board of the District, an administrator of the District and any two persons from a group

consisting of the Mayor of the City, the City Council, and the City Administrator, (each such individual person, a “**Director**”). Each Director shall serve in such capacity so long as such Director holds the applicable position at the Member, or until the governing body of the Member shall determine to appoint a different officer to serve as Director of the Agency; *provided, however,* each Director shall be an elected or appointed officer, official or employee of the Member it represents. In the event of death, disability, resignation or disqualification of an individual serving as a Director, the Member’s governing body shall promptly appoint a successor.

Notwithstanding the foregoing, no individual person shall at any time hold more than one position as a Director. If an individual holds one or more offices at a particular Member, each of which is considered to be a Director of the Board, then the applicable Member’s governing body shall appoint another Director to represent it.

Section 2. *Meetings of the Board.* The Board shall hold an organizational meeting to adopt bylaws, elect officers, establish committees or such other organization matters as the Board deems necessary or appropriate. Thereafter the Board shall hold an annual meeting at such time and place as it shall designate and shall hold such other meetings from time to time as determined necessary or appropriate by the Board.

Section 3. *Initial Directors.* The initial Directors of the Agency shall be as follows:

Joyce Hudson	Mayor of the City
Gary Greer	City Administrator
Nathan Wyatt	President of the District
Allison Jonas	District Superintendent

Section 4. *Quorum.* The transaction of business of the Agency shall require a quorum of the Board. A quorum shall be determined based on the total numbers of Directors on the Board. In all cases, a majority of the Directors shall constitute a quorum.

Section 5. *Action.* Action by the Board shall be by resolution. A majority vote of the total number of Directors on the Board is required to take action on behalf of the Agency except when a greater number might be required by this Agreement or any bylaws of the Agency.

Section 6. *Officers.* The Board shall elect a Chairperson, Secretary, and Treasurer and appoint any such other officer or officers it deems appropriate.

Section 7. *Bylaws.* The Bylaws of the Agency are set forth on Exhibit B, attached hereto and incorporated herein by this reference. Such Bylaws are hereby approved.

ARTICLE IV DURATION

Section 1. *Duration.* The life of the Agency shall be perpetual, commencing with the date hereof; provided, however, that so long as all bonds and any and all other contractual

obligations of the Agency have been satisfied on or prior to the date of such termination and dissolution, either (a) the Board of the Agency may terminate and dissolve the Agency at any time, or (b) a Member may terminate its participation in the Agency and this Agreement if the terminating Member's governing board passes a resolution to terminate its participation and submits a copy of such resolution to the other Member at least sixty (60) days in advance of the termination date.

Section 2. *Distribution of Assets.* Upon dissolution of the Agency, all assets shall be distributed as determined by the Board of the Agency.

ARTICLE V POWERS

The Agency shall have such powers as are allowed by the Interlocal Cooperation Act in effect as of the date hereof, and any additional powers as may be permitted by any amendments to the Interlocal Cooperation Act, including, but not limited to, the powers:

- (a) to sue and be sued;
- (b) to have a seal and alter the same at pleasure or to dispense with the necessity thereof;
- (c) to make and execute contracts and other instruments necessary or convenient to the exercise of its powers;
- (d) from time to time, to make, amend, and repeal bylaws, rules and regulations, not inconsistent with the Interlocal Cooperation Act and this Agreement, to carry out and effectuate its powers and purposes;
- (e) to make all necessary rules and regulations governing the use, operation and control of the property of the Agency;
- (f) to establish just and equitable rates or charges for the use of any property of the Agency;
- (g) to purchase, plan, develop, construct, equip, maintain and improve facilities for use by the Members of the Agency and any other entity determined appropriate by the Board;
- (h) to make or cause to be made engineering studies and surveys necessary or useful and convenient to carrying out the functions of the Agency;
- (i) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, and others found necessary or useful and convenient to the stated purposes of the Agency;
- (j) to provide for a system of budgeting, accounting, auditing and reporting of all Agency funds and transactions, for a depository, and for bonding of employees;
- (k) to exercise such other powers as are available under the then existing law of each Member;

(l) to borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes, and to secure the payment of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of the Agency's net revenues and any other funds or property which the Agency has a right to, or may hereafter have the right to pledge or mortgage for such purposes, all in accordance with the Act;

(m) to provide in the proceedings authorizing such obligations for remedies upon default in the payment of principal and interest on any such obligations, including, but not limited to, the appointment of a trustee to represent the holders of such obligations in default and the appointment of a receiver of the Agency's property, such trustee and receiver to have the powers and duties provided for in the proceedings authorizing such obligations;

(n) to hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment;

(o) to employ a manager which may be a political subdivision or other entity or person and which may exercise such of the Agency's powers as shall be determined by contract and as determined by the Board from time to time; and

(p) to borrow money and accept grants, contributions, property or loans from, and to enter into contracts, leases, or other transactions with municipal, county, state, or the federal government, including any Member.

ARTICLE VI. BUDGETING; MEMBER CONTRIBUTIONS

Section 1. *Budgeting.* The Board shall prepare or cause to be prepared a budget based on a fiscal year ending June 30 of each year for the operation of the Agency.

Section 2. *Member Contributions.* Members of the Agency may appropriate such funds to the Agency as such Members determine appropriate. Members of the Agency may supply the Agency with such personnel or services as may be within such Member's legal power to furnish.

Section 3. *Impact Center Member Contributions.* Members acknowledge entering into a Memorandum of Understanding dated October 19, 2021, as amended on August 16, 2022, wherein the Members set forth their understanding of financial commitments toward the Impact Center. The Members hereby commit to contributions for the Impact Center as follows:

(a) *Capital Costs.*

- i. The District shall provide contributions totaling \$1,500,000 toward capital costs for the Impact Center payable in equal annual installments of \$300,000 beginning in the month of November 2023 and ending with a final installment in the month of November 2027; and
- j. The City shall provide contributions totaling \$900,000 toward capital costs for the Impact Center payable in equal annual installments of \$100,000 beginning in the month of November 2023 and ending with a final installment in the month of November 2032; and

- k. The City shall provide contributions through approval of an LB 840 application totaling \$600,000 toward capital costs for the Impact Center payable in equal annual installments or \$60,000 beginning in the month of November 2022 and ending with a final installment in the month of November 2031.

(b) *Operating Costs.*

- i. The District shall provide contributions of \$175,000 per year for each of the first seven (7) full fiscal years of the operation of the Impact Center; and
- j. The District shall provide in-kind services limited to lawn care; pest control; snow removal; and access to maintenance staff for assistance in diagnosing and accessing facility issues and performing routine maintenance based on the availability of District resources; and
- k. The City shall provide contributions of \$100,000 per year for each of the first ten (10) full fiscal years of the operation of the Impact Center.

(c) *Impact Center Lease.*

- i. The Members acknowledge that the Agency intends to enter into a lease of the Impact Center to Gothenburg Impact Center, a Nebraska nonprofit corporation (“Operating Entity”). The parties agree that the minimum annual rental amount for said lease shall be no less than \$75,000. The parties further agree that the District shall receive a distribution from the Agency of \$75,000 annually.

(d) *Impact Center Obligations.*

- i. Unless otherwise expressly agreed upon by the Members, neither Member shall be responsible for any obligations, debts or other responsibilities of the Operating Entity.

ARTICLE VII.
MISCELLANEOUS

Section 1. *Not for Profit.* It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit or dividend will inure to the benefit of any individual.

Section 2. *Manner of Acquiring and Holding Property.* The Board may lease, purchase, or acquire by any means, from a Member or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Agency. All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board.

Section 3. *Additional Members.* Additional Members may be added after the date hereof by action of the governing body of such additional Member to approve entry into this Agreement, and with a majority vote of the Board of the Agency. In such connection, this Agreement may be amended or amended and restated in accordance with Section 4 of this Article.

Section 4. *Amendments.* This Agreement may be amended upon approving resolutions adopted by the governing body of each Member that approved this Agreement.

Section 5. *Default.* A party shall be in default under this Agreement if it breaches, defaults on or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder, and such breach, default or failure to perform continues for a period of thirty (30) days after the party receives written notice of such breach or failure to perform from the other party; or, if such breach cannot reasonably be cured within such 30-day period, and the breaching party fails to commence to cure such breach within such thirty (30) days after notice from the non-breaching party or fails to proceed diligently to cure such breach within a reasonable time thereafter. Upon default by a party, the remaining parties may pursue any remedy provided by law.

Section 6. *Liability Insurance.* Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

Section 7. *Reservation of Rights.* Each party reserves the right to enforce its own rights, obligations, or benefits of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Cooperation Act Agreement by their respective duty authorized representatives.

CITY OF GOTHENBURG, NEBRASKA

By: _____

Title: _____

Date: _____

DAWSON COUNTY SCHOOL DISTRICT 0020
(Gothenburg Public Schools)

By: Becky Johnson Vice
Title: Gothenburg Public Schools Board Pres
Date: 10/10/22

Exhibit A
Legal Description of Impact Center

Tract A:

A tract of land in the Southeast Quarter (formerly known as Block 45, Hyde Park Addition to the City of Gothenburg, Nebraska) of Section 10, Township 11 North, Range 25 West of the 6th P.M., Dawson County, Nebraska, and more particularly described as follows:

Beginning at a point 33 feet North of and 30 feet East of the intersection of the centerlines of 12th Street and Avenue "I" in the City of Gothenburg, Nebraska;

Thence North and along the East line of said Avenue "I", a distance of 287.5 feet;

Thence East, and along the centerline of vacated 13th Street, a distance of 425.0 feet;

Thence South, and along the centerline of vacated Avenue "J", a distance of 280.65 feet;

Thence West, and along the North Line of 12th Street, a distance of 425.0 feet to the place of beginning.

Tract B:

A tract of land in the Southeast Quarter of Section 10, Township 11 North, Range 25 West of the 6th P.M., Dawson County, Nebraska, and more particularly described as follows:

Referring to the Southeast Corner of Section 10, Township 11 North, Range 25 West of the 6th P.M., Dawson County, Nebraska;

Thence S 89°20'24" W (assumed bearing), and along the South Line of the Southeast Quarter of said Section 10, a distance of 1299.93 feet to the Point of Beginning;

Thence N 0°23'04" E, a distance of 312.31 feet;

Thence S 89°45'35" E, a distance of 4.50 feet;

Thence S 0°05'06" E, a distance of 312.33 feet;

Thence S 89°20'24" W, and along the South Line of the Southeast Quarter of said Section 10, a distance of 7.07 feet to the place of beginning.

Exhibit B

Bylaws