

ESUCC

Executive Committee Meeting

Wednesday, April 2, 2014, 1:00 PM

Educational Service Unit No. 3 6949 So. 110th Street LaVista, NE 68128, 6949 South 110th Street, LaVista, NE 68128

Attendance Taken at 12:52 PM.

Beatty ESU 16: Present

David Ludwig: Present

Jeff West (NE): Absent

Radford ESU 17: Present

1. Call to Order

2. Roll Call

3. Information Item

3.1. 2014-2015 ESU Admin

3.2. 2014-2015 ESUCC Committee Structure

3.3. 2014-2015 Draft ESUCC Calendar

3.4. Staff Salary Proposal

3.5. 6 Weeks Policy Review

3.5.1. Current Approved Policies

3.5.2. Policies Waiting to be Approved

3.6. May Meeting - no DL

3.7. ESU 3 Office Space Lease

4. Recommended Actions Items

5. Adjournment

{{Name: Agenda Item Name}}
{{Discussion: Agenda Item Discussion}}
{{Comments: Agenda Item Comments}}
{{Actions: Agenda Item Actions}}

7. **ASSIGNMENT AND SUBLETTING.** Lessee shall neither assign this Lease nor sublease the Premises without the prior written consent of Lessor.

8. **LESSOR ACCESS.** Lessee agrees to permit Lessor and/or its authorized representative to enter the Premises once monthly during usual business hours for the purpose of inspecting same and at all reasonable times for the making of necessary repairs for which Lessor is responsible. Notwithstanding the foregoing, Lessor and its agents may enter the Premises without proper notice in the event of an emergency where life or property is at risk.

9. **FIXTURES AND PERSONAL PROPERTY.** Any trade fixtures, equipment or personal property installed in or attached to the Premises by or at the expense of Lessee shall be and remain the property of Lessee, and Lessor agrees that Lessee shall have the right to remove any and all of its trade fixtures, equipment, or personal property. Lessee agrees that it will, at its expense, repair any damage occasioned to the Premises by reason of the removal of its trade fixtures, equipment, and other personal property.

10. **ALTERATIONS.** Lessee acknowledges that the Premises are leased in an "as is" condition. Lessee will not make or permit any other alterations or additions to any part of the Premises, except by written consent of Lessor, which consent shall not be unreasonably withheld, and all alterations and additions to the Premises shall remain for the benefit of Lessor at the conclusion of this Lease unless otherwise provided in said consent.

11. **RETURN OF PREMISES.** At the conclusion of this Lease, or any extension thereof, Lessee shall return the Premises to Lessor in good condition and repair, reasonable wear and tear excepted.

12. **DESTRUCTION OF PREMISES.** Should the Premises be made unfit for occupancy due to fire or other unavoidable casualty, the tenancy shall immediately terminate and Lessee shall pay rent only to the time of such termination. The portion of any advance lease payment which is attributed to the period of time after the Lease has been terminated in the above manner shall be refunded by Lessor to Lessee. If the damage is not of a permanent nature, Lessor shall be responsible for repairing the same in a timely manner at Lessor's own expense and the rental payments shall be suspended until said premises have been put in proper condition for occupancy.

13. **REPAIR AND MAINTENANCE.** During the term of this Lease, Lessor shall maintain the general landscaping, sidewalks and parking areas of the Building; the roof, exterior walls, exterior doors, exterior windows and the corridors of the Building; and the building equipment in good repair and tenantable condition. Lessor's obligations include, but are not limited to, the maintenance and repair of the plumbing, heating, electrical, air-conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operative condition except in case of damage arising from a willful or negligent act of Lessee's agents, invitees, or employees. Lessor's obligations shall also include, but are not limited to, furnishing and replacing electrical light bulbs, fluorescent tubes, ballasts and starters, and air-conditioning and ventilating equipment filters. Lessee shall be responsible for all communications connections or cabling with respect to its equipment within the Premises.

14. **SERVICES AND UTILITIES.** Lessor shall furnish to the Lessee, during the term of this Lease, at Lessor's sole cost the following services, utilities, and supplies:

Electricity and Water

Heat and Air Conditioning

Parking in common with other building occupants

Custodial services to include vacuuming and trash pickup

15. COMMON AREAS. Lessee shall have the nonexclusive right, during the term of this Lease, to use, in common with Lessor and other tenants of the Building, and their respective employees, licensees, agents, contractors, and invitees, all parking areas, common walks, hallways, entrances, stairs, and elevators within and around the Building (hereinafter referred to as "Common Areas") for access to the Premises. All Common Areas shall be subject to the control and management of Lessor and the use thereof shall be subject to reasonable rules and regulations as may be determined from time to time by Lessor in its sole discretion; provided, however, that any such rules and regulations shall not materially interfere with or prevent Lessee's use of the Premises in accordance with this Lease. Lessor shall maintain the Common Areas in a clean and neat condition and shall provide snow removal and lawn maintenance.

16. HOLDING OVER AND LEASE RENEGOTIATION. In the event Lessee remains in possession of the Premises after the expiration of the term of this Lease, or any extension thereof, this Lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable, excepting only that rental payable during any holdover period shall be 120% of the monthly rent in the last month of the term.

If either party wishes to renegotiate the Lease, written notice must be submitted to the other party at the notice address as set forth in this Lease no later than 60 days prior to the expiration of the Lease.

17. GENERAL PROVISIONS: EMINENT DOMAIN. If the whole of the Building or the Premises, or a substantial part of the Premises, shall be taken or condemned by any competent authority for any public use or purpose, the terms of this Lease shall end upon, and not before, the date when possession of the part so taken shall be required for such use or purchase, and without apportionment of the award, and current rent shall be apportioned to the date of termination.

18. COMPLIANCE WITH LAW AND BUILDING REGULATIONS. Lessor shall, at its expense, comply with all applicable statutes, charters, laws, ordinances, building and maintenance codes, rules, regulations, requirements and orders of duly constituted public authorities now or hereafter in any manner affecting the Premises, or the use thereof, of the sidewalks, alleys, streets, and ways adjacent thereto, whether or not any such statutes, charters, laws, ordinances, rules, regulations, requirements, or orders which may be hereinafter enacted involved a change of policy on the part of the governmental body enacting the same. Lessee shall comply with all building and use or occupancy restrictions adopted by Lessor with respect to the Building. Lessee shall comply with the requirements of all policies of public liability, fire and other insurance at any time in force with respect to the Premises.

19. DEFAULT. In the event Lessee fails to pay any rent or other sum due hereunder or fails to keep and perform any of the other terms or conditions hereof, then Lessee,

after receipt of written notice from Lessor specifying the nature of the default, shall cure said default within thirty (30) days after its receipt of said notice, time being of the essence. If Lessee fails to cure said default within the thirty (30) day cure period, Lessor may resort to any and all legal remedies or combination of remedies which Lessor may desire to assert, including, but not limited to, one or more of the following: (1) declare the Lease at an end and terminated; and (2) sue for the rent due and to become due under the Lease or for any damages sustained by Lessor. No action by Lessor shall be construed as an election to terminate the Lease unless written notice of such intention is given to Lessee. In the event Lessor, after receipt of written notice from Lessee indicating Lessor has failed to comply with any requirements of the Lease in regard to a specified condition, shall fail, refuse, or neglect to comply therewith within thirty (30) days after its receipt of said notice, or in the event of an emergency constituting a hazard to the health or safety of Lessee's employees, property, or invitees, Lessee may perform such maintenance or make such repair at its own cost and, in addition to any other remedy the Lessee may have, may declare the Lease at an end and terminated. If Lessee performs such maintenance or makes such repair at its own cost, Lessor shall, upon demand by Lessee, reimburse Lessee for any and all such expenses incurred. No action by Lessee shall be construed as an election to terminate the Lease unless written notice of such intention is give to Lessor.

20. INSURANCE. Lessor, at its expense at all times during the term of this Lease and any other period of occupancy of the Premises by Lessee, shall obtain and keep in force with respect to the Common Areas general public liability insurance in form customarily written for the protection of owners, landlords and tenants of real estate, which insurance shall provide coverage for both Lessor and Lessee of not less than \$2,000,000.00 for each occurrence of bodily injury or property damage. Lessee, at its expense at all times during the term of this Lease and any other period of occupancy of the Premises by Lessee, shall obtain and keep in force with respect to the Premises general public liability insurance in form customarily written for the protection of owners, landlords and tenants of real estate, with Lessor and Lessee as named insureds, which insurance shall provide coverage of not less than \$2,000,000.00 for each occurrence of bodily injury or property damage. Lessee understands and acknowledges that the insurance which this paragraph 21 requires Lessor to obtain and keep in force will not cover any of Lessee's property, including but not limited to leasehold improvements. Lessee will provide Lessor with copy of current Certificate of Liability Insurance.

21. INDEMNIFICATION. Lessee agrees to indemnify Lessor against and to hold Lessor harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission or negligence of Lessee or Lessee's contractors, agents, invitees, employees, or anyone else for whom Lessee may be or alleged to be responsible. In the event that Lessor shall, without fault on its part, be made a party to any litigation commenced by any third party against Lessee, then Lessee shall hold Lessor harmless from such litigation and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessor in connection with such litigation, together with any judgments rendered against Lessor. Lessor agrees to indemnify Lessee against and to hold Lessee harmless from any and all claims or demands of any third party arising from or based upon any alleged act, omission or negligence of Lessor or Lessor's contractors, agents or employees. In the event that Lessee shall, without fault on its part, be made a party to any litigation commenced by any third party against Lessor, then Lessor shall hold Lessee harmless from such litigation and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Lessee in connection with such litigation, together with any judgments rendered against Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSEE:

Educational Service Unit Coordinating Council,
a Nebraska political subdivision

Authorized Representative

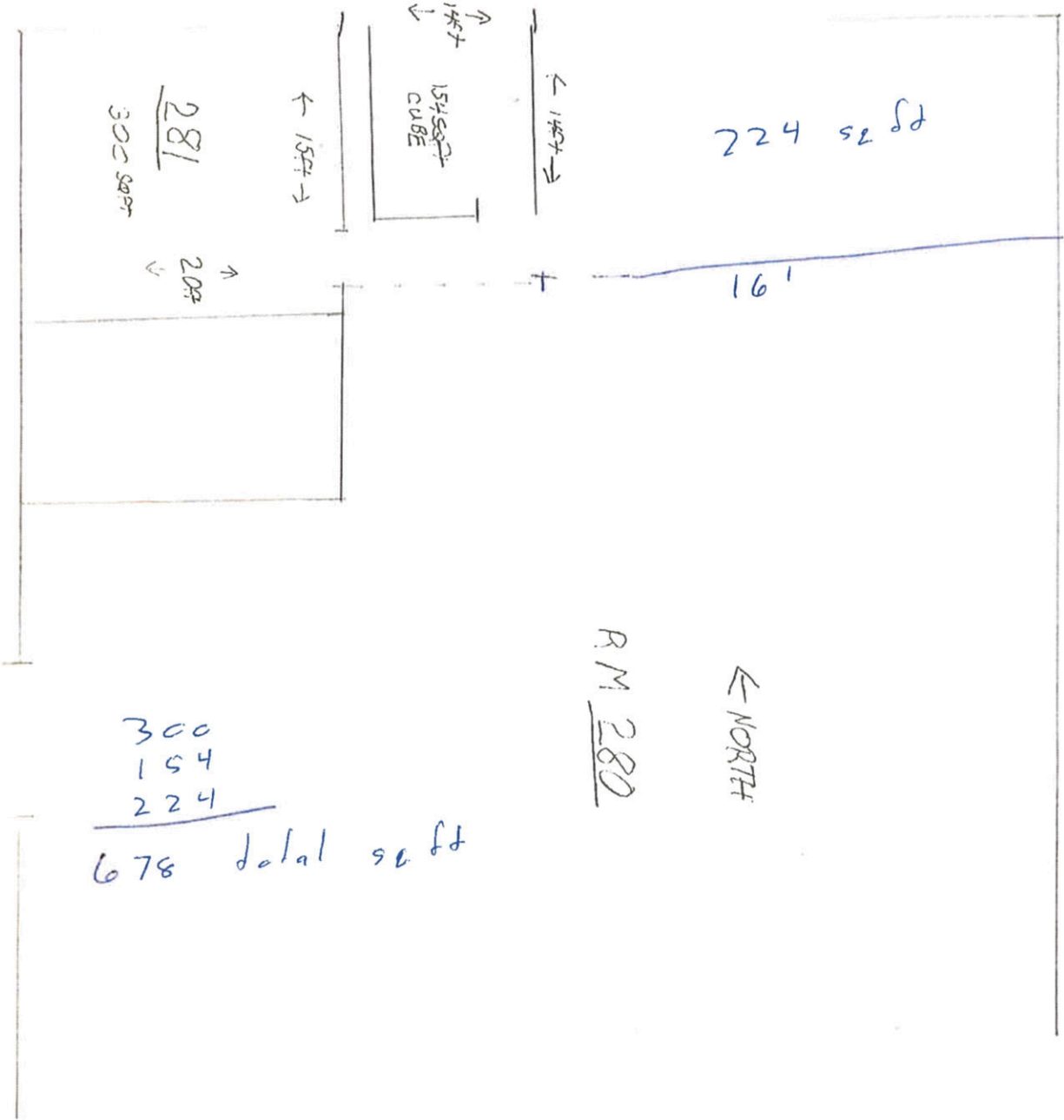
Date

LESSOR:

Educational Service Unit #3,
a Nebraska political subdivision

Authorized Representative

Date



224 sq ft

281
300 sq ft

154 ft
154 sq ft
CUBE

16'

204

← NORTH

RM 280

300
154
224
78 dalal se ft