

**AGREEMENT REGARDING PROVISION OF SERVICES
WITHIN CAPE GIRARDEAU COUNTY, MISSOURI**

This Agreement made and entered into this 14th day of February , 2022, by and between Three Rivers College of Poplar Bluff, Missouri (hereinafter referred to as “TRC”) and Mineral Area College (hereinafter referred to as “MAC”) is to commemorate the agreement between TRC and MAC regarding provision of educational services within Cape Girardeau County, Missouri.

WHEREAS, all community college districts in the State of Missouri provide educational services within their districts, as well as to surrounding voluntary services areas; and

WHEREAS, to ensure the efficient delivery of educational services, all community college districts have agreed that each county within the State of Missouri outside of a community college district shall fall only within one district’s voluntary service area; and

WHEREAS, all community college district presidents have agreed that no county shall transfer from one community college district’s voluntary service areas to another district’s voluntary service area without the agreement of both districts’ presidents; and

WHEREAS, TRC’s voluntary service area includes, but is not limited to, Cape Girardeau County in the State of Missouri; and,

WHEREAS, MAC has an interest in providing educational services to Cape Girardeau County in the State of Missouri; and,

WHEREAS, both TRC and MAC believe it to be in the best interests of the citizens of Cape Girardeau County for MAC to provide educational services; and,

WHEREAS, for valuable mutual consideration as set for herein below, the parties desire to transfer and convey Cape Girardeau County from TRC’s voluntary service area to MAC’s voluntary service area.

NOW, THEREFORE, the Parties agree as follows:

SECTION 1: Transfer of Voluntary Service Area; Terms and Conditions:

- A. Upon the execution of this agreement, TRC shall permanently transfer Cape Girardeau County from its voluntary service area to MAC’s voluntary service area. Upon transfer, TRC shall permanently cease to provide educational services within the geographical confines of Cape Girardeau County, Missouri, including the operating of an educational institution located within Cape Girardeau County and advertising its services within Cape Girardeau County.
- B. Said transfer shall in no way limit the rights of TRC to provide educational services within its remaining service area which may include articulation, clinical instruction, and similar cooperative agreements that occur within Cape Girardeau County.

- C. As consideration for such transfer, MAC shall pay to TRC the sum of One Million Dollars (**\$1,000,000.00**), payable in installments as set forth herein below.
- D. The consideration shall be paid as follows: One Hundred Thousand Dollars (**\$100,000.00**) upon the execution of this Agreement; and One Hundred Thousand Dollars (**\$100,000.00**) per year for nine (9) additional years, such installment payments being due annually on the anniversary date of this Agreement, until fully paid. Payment is allowed to be made at a faster rate without penalty.
- E. MAC shall have the authority to immediately begin providing educational services within Cape Girardeau County as it chooses beginning with the summer 2022 term, MAC may advertise its services within Cape Girardeau County immediately. TRC shall permanently cease, and refrain from providing or advertising its services within Cape Girardeau County, unless otherwise specifically agreed to in writing by the parties.
- F. TRC shall provide to MAC all information necessary to transfer the operations smoothly with the least amount of difficulty for students involved with the goal to make the transition seamless and transparent to students.
- G. Each party shall be responsible for making appropriate notifications to the respective accrediting agencies and governmental entities as required.
- H. No contractual obligations shall be assigned by TRC to MAC without MAC's express, written consent with the exception of the contractual rights and duties concerning the Cape College Center. TRC shall be solely responsible for all contractual obligations currently in existence in relation to the provision of educational services in Cape Girardeau County. If MAC consents to the assignment of any contract, TRC shall be responsible for making notification to its partners of any assignment of contractual rights to MAC.
- I. The respective rights and obligations set forth herein shall only be terminated pursuant to the termination provisions in Section 3 below, and the remedies for either party in the event of any breach by either party shall be limited to an action or actions in the Circuit Court of Butler County, Missouri, for money damages and/or specific performance. There shall be no reversionary rights to provide educational services to the Cape Girardeau County for either party, regardless of whether MAC chooses to not provide educational services to Cape Girardeau County.
- J. In the event of breach by either party, the prevailing party shall be entitled, in addition to any other damages, the right to reasonable attorney's fees and court costs related to such enforcement action(s).

SECTION 2: Representations of Authority

- A. The undersigned parties hereby represent that they have been given authority to execute this Agreement and perform its terms and conditions by their respective Boards of Trustees. As evidenced by that attached board resolution or vote.

SECTION 3: Termination

- A. The parties agree this Agreement may be terminated only by the mutual, written agreement of the parties.
- B. Either party may terminate this Agreement if it is deemed illegal by a court within the State of Missouri.

SECTION 4: Notices

- A. Any notices required pursuant to the terms of this Agreement shall be sent by United States Certified Mail to the principal place of business of each of the parties hereto, as specified below:

TRC:

Wesley A. Payne, Ph.D., President
2080 Three Rivers Blvd.
Poplar Bluff, MO 63901

MAC:

Joseph Gilgour, Ed.D., President
5270 Flat River Rd.
Park Hills, MO 63601

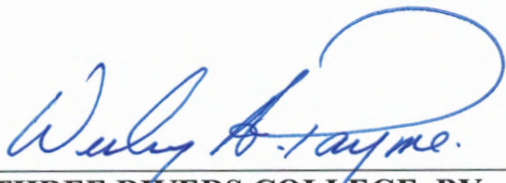
SECTION 5: Construction of Law

- A. The Agreement is made and entered into in Butler County, Missouri. All questions of law arising hereunder shall be construed in accordance with the law of the State of Missouri.

SECTION 6: Entire Agreement

- A. This Agreement constitutes the entire understanding between the parties regarding the provision of educational services in Cape Girardeau County and supersedes all prior negotiations, understandings, and agreements between the parties related to this subject matter.
- B. The Agreement may not be changed or altered except in writing signed by both parties.

This Agreement is fully agreed and entered into this 14th day of February, 2022.



THREE RIVERS COLLEGE, BY:

Wesley A. Payne, Ph.D., President
2080 Three Rivers Blvd.
Poplar Bluff, MO 63901



MINERAL AREA COLLEGE, BY:

Joseph Gilgour, Ed.D., President
5270 Flat River Rd.
Park Hills, MO 63601