

COUNTY - CITY CONTRACT

WHEREAS, Douglas County, hereinafter referred to as COUNTY, and the City of Lawrence, hereinafter referred to as CITY, both of the STATE OF KANSAS, have had under consideration and discussion, through their respective governing bodies, the establishment of a joint County-City Building Complex to house Court and Law Enforcement agencies, as well as administrative officers and employees, on a site to be furnished by the County; and

WHEREAS, such joint arrangement seems the most desirable plan for furnishing convenient and efficient governmental service to the citizens of the county and city through elimination of duplication, and will ultimately lead to greater cooperation between these two units of local government; and

WHEREAS, formal resolutions have been passed by both County and City expressing the need for cooperation and mutual assistance and the intention of both governmental units to share the cost of such improvement; and

WHEREAS, the County has heretofore acquired, at its own expense, a suitable site now cleared for construction of such a facility; and

WHEREAS, the County has employed architects to design the building and prepare plans; and

WHEREAS, Chapter 88 of the Laws of Kansas 1971 authorizes the County to submit a proposition to issue bonds for said construction to the electorate of said County and City, which, if approved by a majority of electors voting thereon, is not subject to any bonded debt limitation prescribed by any law of the State of Kansas.

NOW, THEREFORE, contingent upon a favorable vote of the electorate of said County and City, and the enactment of necessary legislation, it is mutually agreed as follows:

1. The County and City agree to participate as hereinafter provided in the total cost of financing, constructing, and operating a Building Complex to house both County and City offices and to operate the same jointly as hereinafter provided.

2. The County shall contribute 72% of the capital costs of construction, improvement, development, and maintenance of the site and building, and the City shall contribute 28% of such costs. All preliminary expenses incurred, exclusive of the acquisition of the site, shall also be borne in the same ratio by the County and the City.

3. The respective governing bodies of County and City, or their designated representatives, shall constitute the Building Commission, which Commission shall serve without compensation for all purposes hereinafter set out, and shall adopt from time to time rules and procedure of operation of the Building Complex.

4. Each year prior to the 1st day of July, the County and City shall prepare a budget for the ensuing fiscal year. The budget shall be substantially balanced as to revenue and expenditures. The budget shall show the total cost of the operation and maintenance of the building facility, including the cost of financing said facility (bonds and interest). A Fund, to be designated the "County-City Building Fund", shall be established by the following contributions:

(a) Contributions from the County, including principal and interest on bonds for capital improvement costs, based on percentage and prorata use of space.

(b) Contribution of the City, including principal and interest on bonds for capital improvement costs, based on percentage and prorata use of space.

(c) Miscellaneous revenues, such as concessions or contributions from federal and state agencies.

The budget shall provide for estimated expenditures divided as follows: (a) All services; (b) Supplies and materials; (c) Equipment; and (d) Miscellaneous expense.

The total budget shall be prepared for the information of both County and City Governing Bodies not later than the 1st day of July each year, in order to assist each unit of government in its financial planning. Any surplus of revenues over the cost of maintenance and operating expenses on the property involved in this agreement shall be transferred to the respective governing bodies in the same proportion as such funds are contributed for such maintenance and operation.

The governing bodies, or their designated representatives, shall, as soon as possible at the end of each fiscal year, prepare and present for the benefit of the citizens of the County and City a comprehensive annual report of its activities and finances.

This agreement is conditioned and contingent upon the County submitting a proposition to the electorate to issue General Obligation County Building Bonds in an amount not to exceed \$5,640,000.00 under the authority of Chapter 88 of the Laws of Kansas 1971, to be used with \$335,000.00 already raised by said County pursuant to a special building fund heretofore levied; and a majority of the qualified electors, voting at said election, voting in favor of said proposition. In the event said election carries and the necessary legislation is enacted, this agreement shall be in full force and effect for a term of twenty-five years from the date hereof or so long as any principal or interest remains unpaid as a result of the issuance of bonds for the construction and equipping of the building. It may be renewed thereafter for a like period of years on such terms as are mutually agreed upon by the respective governing bodies,

it being understood that the City shall own an undivided 28% interest in the Building Complex upon the final payment of the original bonded indebtedness.

In the event agreement cannot be reached on any phase of this contract, at any time in the future, the parties agree to resolve their differences by first resorting to the laws of arbitration as set forth in K. S. A. Chapter 5, and any and all amendments thereto.

This agreement may be amended in any particular by adoption, ratification and approval of the same by the respective governing bodies, and the City hereby designates the County as the unit of government responsible for submission of the proposition to the electorate of the County and City, and for administering the financial aspects of the Building Complex, and providing for professional service; and the City does hereby ratify the contracts heretofore entered into for such services by the County.

In the event a Building Commission is deemed desirable, it shall be composed of two Commissioners from each governing body.

Recognizing the inability to foresee all problems that may arise in connection with this joint and mutual undertaking, the respective governing bodies express their firm intention that each will work with the other to carry out the general purpose of this agreement and to negotiate in good faith on all matters that may arise in a spirit of cooperation to the end that the entire project herein contemplated proceed with maximum efficiency, dispatch, and skill.

IN WITNESS WHEREOF, the County has caused this agreement to be signed in its corporate name by the Chairman of the Board of County Commissioners and sealed with the official seal of the County; and the City has caused this agreement to be signed in its corporate name by the Mayor of the City and sealed with the official seal of the City.

DATED this 17th day of August, 1971.

THE BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY, KANSAS

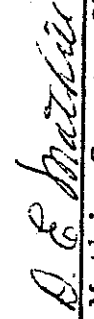
BY



Arthur A. Heck, Chairman

ATTEST:

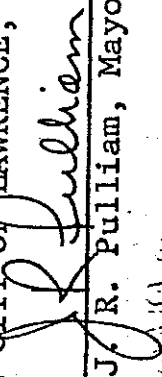
(SEAL)



D. E. Mathia County Clerk

THE CITY OF LAWRENCE, KANSAS

BY:



J. R. Pulliam, Mayor

ATTEST:



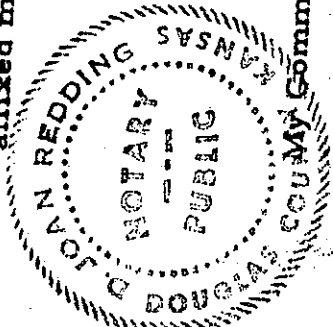
Vera Mercer, City Clerk

(SEAL)

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 18th day of August, A.D. 1971, before me, the undersigned, a notary public in and for the County and State aforesaid, came Arthur A. Heck, Chairman of the Board of County Commissioners of Douglas County, Kansas, and D.E. Mathia, County Clerk of the County of Douglas, a municipal corporation duly organized and existing under and by virtue of the laws of Kansas, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.



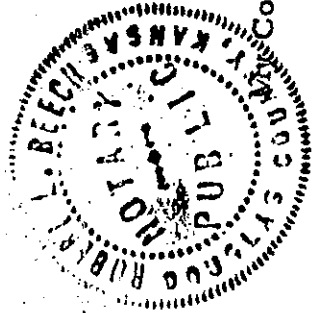
Joan Redding
Notary Public

My Commission expires: August 3, '74

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 17th day of August, A.D. 1971, before me, the undersigned, a notary public in and for the County and State aforesaid, came J.R. Pulliam, Mayor of the City of Lawrence, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Vera Mercer, Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said municipal corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal, the day and year last above written.



Laura Z. Buel
Notary Public

My Commission expires: November 1, 1974