

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of February, 1995, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and the Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as the "County").

RECITALS

WHEREAS, the City and the County currently participate in providing the physical facilities and funding in part for the Lawrence-Douglas County Health Department, the Bert Nash Community Mental Health Center, and the Douglas County Visiting Nurses Association (hereinafter referred to as the "health care agencies").

WHEREAS, the City and the County desire to cooperate in the planning and construction of renovated and/or additional facilities for the health care agencies.

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 et seq. provides that local governmental units may enter into interlocal agreements with other local governmental units.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. Recitals The recitals are hereby incorporated by reference as if fully set forth herein.
2. Purposes. The purposes for which the parties have entered into this agreement are to cooperate in the planning, architectural design, construction and the financing thereof for: renovated and/or additional facilities, including associated site improvements, for the health care agencies (hereinafter sometimes referred to as the "project".)
3. General Intent of the Parties. It is the intent of the parties that the City and the County shall share on an equal basis (Fifty percent (50%) on the part of the City, Fifty percent (50%) on the part of the County) in all the costs of the planning, architectural design, associated other professional design, and the construction of the project for the health care agencies.

4. Architect Agreement. The City shall enter into an agreement with Gould Evans Associates, P.A. for the architectural design of the project, provided that said agreement shall be limited to the schematic design phase. The County shall review and consent to the agreement prior to the execution of the agreement by the City. The City shall seek reimbursement, and the County shall pay reimbursement within thirty (30) days of receiving the request for reimbursement, for fifty percent (50%) of the costs incurred by the City pursuant to the Architect Agreement. The City and the architect may enter into an addendum agreement for the provision of additional architect services, provided that the County shall review and consent to the addendum agreement prior to the execution of the agreement by the City. The City shall seek reimbursement, and the County shall pay reimbursement within thirty (30) days of receiving the request for reimbursement, for fifty percent (50%) of the costs incurred by the City pursuant to the addendum agreement.

5. Review of Schematic Phase Design. Upon the completion of the schematic design phase provision of the agreement, further architectural services shall only be conducted with the formal approval of both the City and the County.

6. Bidding Procedures. Upon the completion of construction documents for the project, the documents shall be reviewed and approved by the City and the County. With the approval of the City and the County, the City shall seek qualified bidders for the construction of the project pursuant to applicable law governing the City.

7. Contractor Agreement. After review and consent of the bids and after review and consent of the proposed agreement with the lowest responsible bidder by the County, the City shall execute an agreement with the lowest responsible bidder on the construction documents for the project. The City shall seek reimbursement, and the County shall pay reimbursement within thirty (30) days of receiving the request for reimbursement, for fifty percent (50%) of all the claims of construction costs duly arising under the contractor agreement.

8. Change Orders or Contract Amendments. Change orders or amendments to the architect or contractor agreements requiring a claim approval in an amount of \$8,000.00 or more shall require the approval of the both the City and the County before approved.

9. Issuance of Debt Financing. The parties shall enter into a separate agreement concerning the responsibilities of the parties for the issuance of debt to finance all or a part of the architect costs, construction costs, or other costs associated with the project.

10. Inter-Agency Review Committee. The Inter-Agency Review Committee is hereby established. The Committee shall be composed of one City elected official, one County Commissioner, the City Manager, the County Administrator, one board member designated by the governing boards, and the chief executive officer, of the following health care agencies: the Lawrence-Douglas County Health Department, the Bert Nash Community Mental Health Center, and the Douglas County Visiting Nurses Association. The Committee shall also include the chief executive officer of Lawrence Memorial Hospital and one member of the Board of Trustees of Lawrence Memorial Hospital. The Inter-Agency Review Committee shall monitor the progress of design and construction of the project and shall comment to the appropriate parties concerning the project, and shall specifically review and comment to the parties on the report of the Schematic Design Phase and the prepared construction documents.

11. Termination. This agreement may be terminated by either party upon the giving of ninety (90) days written notice to the other party. All property acquired or improved pursuant to this agreement shall be held by the City, provided that any transfer of the project or any use of the project by an entity or organization other than the health care agencies shall be approved by both the City and the County.

12. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement has been approved by its governing body and by its legal counsel, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

13. Duration. The duration of this Agreement shall be perpetual, unless terminated as herein provided.

14. Survival of Representation and Warranties. All representations, warranties, covenants and agreement contained herein shall survive the termination of this Agreement.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

16. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

17. Venue. It is agreed by and between the parties that, should any dispute arise concerning the validity and effect of this Agreement, or of any breach of the Agreement herein, venue of action concerning such dispute shall be in the District Court of Douglas County, Kansas.

18. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this agreement are severable.

19. Effective Date. This Agreement shall take effect upon its approval by the Attorney General of the State of Kansas, the Register of Deeds of Douglas County, and the Secretary of State for the State of Kansas.

20. Prior Agreements. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the day and year first set out.

The Board of County Commissioners
of Douglas County, Kansas

by Louie McElhaney
Louie McElhaney, Chairman

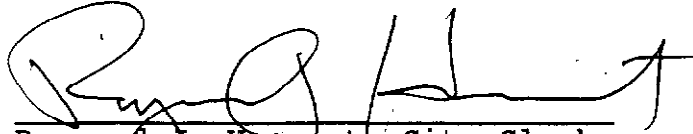
ATTEST:

Patty Jaimes
Patty Jaimes, County Clerk

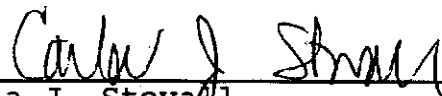
The City of Lawrence, Kansas

by F. Jolene Andersen
F. Jolene Andersen, Mayor

ATTEST:


Raymond J. Hummert, City Clerk

Approved :


Carla J. Stovall
Attorney General of the State of Kansas