

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of Dec., 1994, by and between The Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as **COUNTY**) and the City of Lawrence, Kansas (hereinafter referred to as **CITY**).

RECITALS

WHEREAS, the County and City have separate emergency communications personnel;

WHEREAS, the parties believe that emergency communications can be more efficiently carried out through one entity; and

WHEREAS, the County and City wish to enter into an agreement providing for the merging of the separate emergency communications operations and the subsequent operation of the unified emergency communication system; and

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. Purposes. The purposes for which the parties have entered into this Agreement are to provide for the orderly unification and operation of a county-wide emergency communications system. This agreement does not establish a separate legal entity as provided in K.S.A. 12-2904a.

2. Unification of the Emergency Communication Systems. The parties shall discontinue the operation of separate communications systems effective December 31, 1994, and each shall thereafter participate in the operation of a joint emergency communication system.

3. Operation of the Unified System.

a. The County shall establish, as a separate department within the County, the Emergency Communications Center (hereinafter referred to as the **CENTER**). The administrator of the Center shall be an employee of the County and shall report directly to the County Administrator as a department head.

b. An Advisory Committee composed of the Chief of Police of the City of Lawrence, the Sheriff of Douglas County, the Director of the Douglas County Ambulance Service, and the Fire Chief of the City of Lawrence, shall provide advice and consultation to the County Administrator and the Administrator of the Center. The advisory committee shall review and make recommendations concerning all Center staff training programs.

c. All employees of the Center shall be employees of the County and shall be entitled to all benefits of the County personnel system.

4. Transfer of City Personnel and Benefits. All present City communications personnel may become employees of the County effective December 31, 1994. The seniority of each employee shall be maintained by the County.

5. Financial Participation by the Parties. Each year, the Center Administrator shall submit to the County and the City a budget for the operation of the Center. Upon approval by each governmental body, the budget shall be adopted and the cost of the operation of the Center shared by the parties according to the following percentages:

County	34%
City	66%

The City shall pay to the County its proportionate share of the operating expenses no less frequently than quarterly. County shall pay directly all operating expenses of the Center.

6. Liability. The County agrees to hold the City harmless for any and all claims of liability arising from the operation of the emergency communications systems authorized by this agreement.

7. 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 pursuant to this agreement shall be held by the County. In the event of termination, all property acquired pursuant to this agreement shall be transferred to the City or the County in proportion to the City and County funds used to purchase the property. In the event of termination, all property held by the County or City prior to the date of this agreement shall revert back to the previous entity.

8. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that 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 or ordinance 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.

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

10. Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

11. 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.

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

13. 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 an action concerning such dispute shall be in the District Court of Douglas County, Kansas.

14. 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.

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

16. 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 McEllaney
Chairman Louie McEllaney

Attest:

County Clerk

Patty James
Patty James

COUNTY

The City of Lawrence, Kansas

by F. Solene Andersen
Mayor F. Solene Andersen

Attest:

City Clerk

Raymond J. Hummert
Raymond J. Hummert

CITY

NO. 78969

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NUMERICAL INDEX

APPROVED:

Attorney General of the State of Kansas

State of Kansas, Douglas County, SS.	
Filed and Entered in Vol. <u>530</u>	
Page <u>877</u> at <u>11:43</u> o'clock <u>A</u> M	
879	<u>MAR - 6 1995</u>
<u>Deputy</u> Register of Deeds	
By <u>Deputy</u>	

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ORIGINAL COMPARED WITH RECORD