

**COOPERATION AGREEMENT
CONCERNING THE USE OF THE JUDICIAL LAW
ENFORCEMENT BUILDING**

THIS AGREEMENT is made and entered into this 27th day of January, 1999, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City") and the County of Douglas County, State of Kansas, (hereinafter referred to as the "County").

RECITALS

Whereas, in 1973-1974 the County and the City did cooperate in the construction of the Judicial Law Enforcement Building ("the Building") located at 111 East 11th Street; and

Whereas, the County and the City continue to cooperate in the use and operation of the Building; and

Whereas, the Joint City - County Resolution (City Resolution No. 3919) provides that the Building shall include all necessary facilities for the exclusive use of the City, a minimum of 10,000 square feet of floor space, exclusive of jail space and walkways and corridors; and

Whereas, the City currently occupies space in the Building as set forth in Exhibit A of this Agreement as if fully set forth herein; and

Whereas, the County is desirous that the City exchange certain space currently labeled as the old municipal court space located on the first floor of the Building for the County occupied space currently known as the jury assembly room located in the basement of the Building, all with certain conditions as further established in this Agreement, said exchange of space generally set forth in the attached letter, Exhibit B, from the City of Lawrence City Manager dated November 20, 1998; and

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

Section 1. Recitals. The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Purposes. The purpose of this Agreement is establish certain space allocations among the City and County within the Building.

Section 3. County to make Certain Renovations in the Jury Assembly Room. Within four (4) months after the execution of this Agreement, the County shall renovate and make other improvements to the jury assembly room to provide basic occupancy standards, to the reasonable satisfaction of the City, specifically the following: the renovation of the heating, ventilation, and air conditioning system. During the County renovation of the jury assembly room, the County shall allow the City reasonable access to the jury assembly room for the purpose of constructing

work office space, and other improvements associated with City use.

Section 4. Exchange of Space, Payment to City. Upon the City acceptance of the renovated jury assembly room space, the County shall allow the City to occupy this space and shall pay to the City the amount of \$30,000.00; provided, the City documents to the County that the City expends a minimum of \$30,000.00 in the furnishing, finishing, and equipping of such space. The City may use the jury assembly room space for municipal office space, including law enforcement purposes for law enforcement officers and support staff. The jury assembly room shall be designated as space for the City Police Department. Upon the payment to the City and the transfer of the renovated space, the City will vacate the municipal court office space designated as space #17, #18, and #19 on Exhibit A. The City will remove all furniture and fixtures in the space or sell such furniture and fixtures to the County.

Section 5. Use of Municipal Courtroom and New Courtroom at County Jail. The municipal court room designated as space #16 on Exhibit A shall be used by the City for municipal court arraignment and trials for defendants in custody, while the City's custodial defendants are located at the Building. The County shall have the authority to schedule and use the municipal court room at all other times upon the effective date of this Agreement. The existing municipal courtroom furniture and judge's bench shall remain for City and County use, as appropriately determined by the County. Pursuant to County scheduling, the City shall have permission to use the secured courtroom at the new county jail for the adjudication of custodial defendants before the City municipal court.

Section 6. Continued Use of Space and Amendments Thereto. The space allocation of the Building for the City as established in this Agreement and Exhibit A, as modified by this Agreement, shall continue under the exclusive direction and control of the City of Lawrence until such time as the City and the County mutually agree upon changes in space allocation and compensation for the space.

Section 7. Approval and Authorization. Each of the parties warrants and represents by the execution of this Agreement that it has been approved by its governing body and by its legal counsel as to form and legality, 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.

Section 8. Duration. The duration of this Agreement shall be perpetual, unless terminated pursuant to applicable agreements and law.

Section 9. Survival of Representation and Warranties. All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

Section 10. 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.

Section 10. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 11. 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.

Section 12. 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.

Section 13. Effective Date. This Agreement shall take effect upon the date first set out above.

Section 14. Prior Agreements. This Agreement shall be supplemental and shall not repeal the prior agreements of the City and the County concerning the Building, including City Resolution No. 3919.

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.

DOUGLAS COUNTY, KANSAS

This Agreement is approved, as authorized by the Board of Commissioners of Douglas County, Kansas on the 27th day of January, 1999.

Don Kilde
Chair, Board of Commissioners

Tom Taul
County Commissioner

Charles Jones
County Commissioner

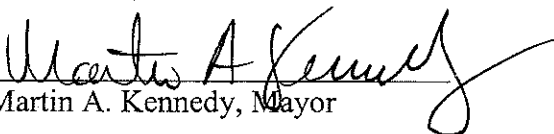
ATTEST:



Patty Jaimes, County Clerk

CITY OF LAWRENCE, KANSAS

This Agreement is approved as authorized by the governing body of the city of Lawrence, Kansas this 26th day of January, 1999.



Martin A. Kennedy, Mayor

ATTEST:



Raymond J. Hummert, City Clerk

Exhibit A

Judicial Law Enforcement Center (JLE)
SPACE SUMMARY
 Source: Craig Weinaug

FYI: Sq. Ft. per floor of JLE = 29,032
 Sq. Ft. of building = 87,096

City Space is as reflected in the following table:

Description of Area			City's Exclusive Use ***	City/ County Shared Use***
1. Police Dept. outer offices	2656	Sq. ft.	2656	
2. Detective bay	670	Sq. ft.	670	
3. Police squad room	384	Sq. ft.	384	
*4. Men's Locker Room 741 sq. ft. X ½	370.5	Sq. ft.	0	370.5
*5. Ladies locker room 250 sq. ft. X ½	125	Sq. ft.	0	125
6. Police conference room	375	Sq. ft.	375	
7. Total sq. ft. of 3 hallways (1)	1060	Sq. ft.	0	
8. Evidence room	1400	Sq. ft.	0	700
9. Records room	1350	Sq. ft.	0	675
10. Weight room	532	Sq. ft.	0	532
11. Meter room	264	Sq. ft.	264	
*12. Storage w. of wt. Room 770 x ½ *	385	Sq. ft.	0	385
13. Garage (bicycle storage)	360	Sq. ft.	0	360
*14. Garage – s. parking 936 x ½	468	Sq. ft.	0	
*15. Arms room basement 110 x ½	55	Sq. ft.	0	55
16. Municipal Ct. room	680	Sq. ft.	680	
17. Municipal Ct. cloaking room	120	Sq. ft.	120	
18. Municipal Ct. small office	126	Sq. ft.	126	
19. Municipal Ct. office (large)	750	Sq. ft.	750	
*20. File room 2 nd floor 210 x ½	105	Sq. ft.	0	105
*21. Kitchen 2 nd floor 196 x ½	98	Sq. ft.	0	
*22. Photo lab 2 nd floor 126 x ½	631	Sq. ft.	0	
TOTAL Sq. ft. for City	12396.5	Sq. ft.	6025	3307.5

* Space shared by Sheriff and Police

*** Source: Wildgen/Olin/Corliss

(1) Specifically excluded in joint city/county Resolution, July, 1973



Exhibit B

City of Lawrence
KANSAS

CITY COMMISSIONERS

MAYOR
PATRICIA HENNING

COMMISSIONERS
ERVIN E. HODGES
BONNIE AUGUSTINE
BOB MOODY
JOHN NALBANDIAN

MIKE WILDGEN, CITY MANAGER

CITY OFFICES 6 EAST 8th
BOX 708 66044-0708 785-832-3000
TDD 785-832-3205
FAX 785-832-3405

November 20, 1998

Mr. Tom Taul, Chairman
Douglas County Commission
111 E. 11th Street
Lawrence, Kansas 66044

Dear Commissioner Taul:

I am writing to thank you for the patience and understanding exhibited by the Commission in the matter of the County Commission's offer to compensate the City of Lawrence in part for trading space in our jointly owned Law Enforcement Center. Before responding directly to the offer, I would like to provide a context from which we view this request and our rationale for the response provided. It is also important to have a summary on record for historical purposes and use by future elected officials and administrators.

History of Space Allocation

The original 1973 agreement (Attachment 1) designates, for the exclusive use by the City, 10,000 square feet of space excluding jail space, walkways and corridors. This was not by means of a lease, because the City helped build the facility (\$593,000) and has an ownership interest in it. Despite recent assertions, our analysis of the space allocation is that the City now occupies 6,025 square feet exclusively and shares 3,307.5 square feet with the County.

In 1991, the City was asked and cooperated with the County to relocate the original Municipal Court and Municipal Court offices, as a means of accommodating an expansion of the District Court Clerk offices and District Courtroom space. We worked with then County Administrator Chris McKenzie to relocate the Municipal Court Offices and Courtroom to the space currently under discussion. Historically, we have always



shared our Municipal Courtroom when requested by the Administrative Judge. That same offer stands for the new court facility on New Hampshire Street when Courtroom time is available. This follows the same concept we understand will be exercised for the courtroom at the new jail facility to adjudicate city custodial defendants.

Over the years, the City and County have shared resources, personnel and materials in a professional manner seeking to minimize costs to our taxpayers. When the City Municipal Court was moved in 1991, the County made the City "whole" which is the same position we take now. When asked by Craig Weinaug to delay moving into the Municipal Court office space because of "judicial concerns over police presence", I agreed but offered some obvious points --- the County would likely have to spend money to make us "whole", officers assigned to the area would be training officers dressed in civilian clothes and they could use the south stairwell to the second floor. I agreed this year to abandon the present Municipal Courtroom and Municipal Court administrative space.

In the spirit of continued cooperation, the City is willing to accept:

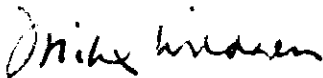
- \$30,000 to allay some of the costs required to finish the space being offered (currently known as the jury assembly room on the lower level of the building), into useable office space, and
- the needed building improvements (Heating, ventilation, air conditioning and sprinkler system) to make usable offices, to be completed by the County before the transfer of space.

This new space would continue to be under the exclusive direction and control of the City of Lawrence until such time as the City and the County mutually agree upon changes in space allocation and compensation for the space.

In the past we have shared our Municipal Courtroom space with the County and expect to have the opportunity to use a courtroom in the County's new jail complex for our custodial defendants. The County will not be paying for any new furniture. We will move existing City file cabinets, office dividers, cubicles, and furniture including the prosecutors' desk (now being used by Judge King) unless the County wishes to purchase those items. The County may retain the City's Municipal Courtroom furniture and Judge's bench.

I want to thank you and Commissioners Neider and Buhler for your willingness to work with us to ensure a fair and equitable solution to the Judge's desire to reallocate space within the Law Enforcement Center. We look forward to working with the County Administrator as we begin discussions to renew our existing agreement for use of the LEC when it expires in June of 1999. If there are questions or comments that I can address, please do not hesitate to contact me. Thank you for your consideration.

Respectfully,



Mike Wildgen ✓

City Manager

CC: Lawrence City Commission
Craig Weinaug, County Administrator
Ron Olin, Chief of Police
Judge Michael Malone, 7th Judicial District Administrative Judge
Christine Tonkovich, District Attorney

Attachment

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11/20/98