

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of the _____ day of _____, 2018 by and between the Board of County Commissioners of Johnson County, Kansas ("Johnson County"), and the City of Lawrence, Kansas ("Lawrence").

RECITALS

- A. Johnson County currently provides week-day, public, mass transportation bus service known as the "K-10 Connector" between Johnson County, Kansas and the city of Lawrence, Kansas.
- B. Johnson County and Lawrence have, in the past, each shared in the costs of providing the "K-10 Connector" and both desire to continue to cooperate in that funding effort to ensure that affordable, accessible, public transportation remains available to their respective citizenry.
- C. Johnson County and Lawrence now desire enter into this MOU to memorialize their continuing joint and cooperative effort.

TERMS

Johnson County and Lawrence, as authorized under K.S.A. 12-2908, hereby agree as follows:

1. Johnson County agrees to and shall continue to provide the mass transit service known as "K-10 Connector" between Johnson County, Kansas, and the city of Lawrence, Kansas. Johnson County contemplates that the transit services and route shall continue as it exists on the date of this agreement, but Johnson County may, in its discretion, using prudent planning and annual budgetary considerations, make necessary or desirable changes to the K-10 Connector transit service. However, any such change that reduces the transit services provided shall be made only after consultation with Lawrence, with such consultation occurring not less than 30 days before the effective date of any change.
2. Johnson County shall be responsible for any on-going capital and operating expenses of its mass transit vehicles and other rolling stock. Lawrence's duties, obligations, and liabilities are expressly limited to providing the funding assistance set forth in this MOU.
3. Lawrence agrees to assist Johnson County in the funding of the K-10 Connector through the payment of the following amounts, on a calendar year basis subject to annual appropriation by the City's governing body:

2018: \$135,000

2019: \$155,000

2020: \$155,000

2021: \$155,000

Payment shall be made for each calendar no later than _____ of each year.

4. This MOU shall expire on December 31, 2021. However, either party shall have the right to terminate it and its obligations under it at any time upon not less than 30 days' written notice to the other. Upon such termination, any monies paid by Lawrence for the calendar year in which the termination occurs shall be refunded to Lawrence, on a pro-rata basis, based upon the number of days remaining in the calendar year such termination occurs.

This agreement been entered into as of the date first above written.

Board of County Commissioners

City of Lawrence

By _____
Chairman of the Board

By _____
Mayor

Attest:

Attest:

Linda Barnes, Deputy County Clerk

Sherri Riedemann, City Clerk

Approved as to Ford

Approved as to form:

Robert A. Ford
Johnson County Legal Department

Toni R. Wheeler, City Attorney