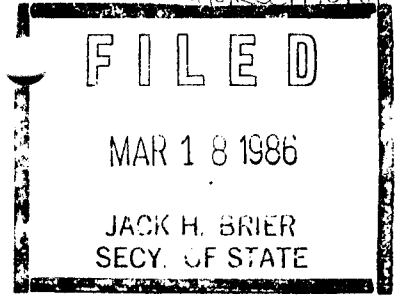


1846



INTERLOCAL AGREEMENT

This agreement made and entered into this 18 day of Feb, 1986, by and among the Board of County Commissioners of Douglas County, Kansas (hereinafter referred to as County), the City Commission of Lawrence, Kansas (hereinafter referred to as City), and the Bert Nash Community Mental Health Center, Inc. (hereinafter referred to as Center).

WITNESSETH:

WHEREAS, the Center and its predecessors were created by the Lawrence - Douglas County community's pioneering interest in providing community-based mental health services, and have provided mental health services to the community in excess of thirty-five years; and

WHEREAS, the Center has worked closely with the local governments and citizens of the Lawrence - Douglas County community to plan for continued development of comprehensive, high quality, fiscally secure mental health services; and

WHEREAS, the City and County have determined that an inter-local agreement as authorized by K.S.A. 12-2901 et seq. is the most desirable method by which to continue this longstanding history of collaboration with the Center in providing mental health services to the community;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. The term of this agreement shall commence on the date first above written and terminate one year from said date, provided that notice to terminate must be submitted in writing by one of the parties hereto at least 60 days prior to the end of the term. Should no notice to terminate be submitted, the term of this agreement shall automatically be extended for a further period of one year, and in such event, all the terms and provisions hereof shall continue in full force and effect during the extension period, including the provision for automatic

renewal for an additional one year period after the expiration of the extension period. Failure to abide by the terms of this agreement shall constitute default and entitle any non-defaulting party to immediately terminate the agreement.

2. The Center agrees to provide mental health services for the residents of Lawrence and Douglas County, including but not limited to the following: outpatient diagnostic and treatment services, rehabilitation services to individuals returning to the community from an inpatient facility, and consultation services to schools, courts, ministers, health and welfare agencies. The Center shall not deny service to anyone because of inability to pay for same, but shall establish a schedule of charges for those who are financially able to pay for such services.

3. The Center shall evaluate all persons seeking mental health services and shall have the right of final determination as to whether or not such persons require said services. The Center shall further have the right of final determination as to the priorities of the needs of persons being served and, insofar as practicable, the Center shall make an allotment of time for consultation services to ministers, schools, courts, health and welfare agencies, to the end that each of such activities shall have an equitable share of such services.

4. The County agrees to continue to levy an annual tax on all taxable tangible property in the county for the support of mental health services, the rate of said levy to be determined by the County. The County further agrees to pay to the treasurer of the Center all revenue so collected according to the payment procedure established by the county budget director and approved by the County. The Center agrees to purchase for its treasurer and all personnel authorized to sign checks and drafts on behalf of the Center, a surety bond in an amount not less than \$25,000.00 per individual.

5. The City agrees to continue to provide to the Center, pursuant to existing agreement, facilities for the housing of the mental health center, casualty insurance on such structure, general maintenance of the facilities, and water, sewer, heat and trash services.

6. There is hereby established a Joint Board of Mental Health. The Joint Board shall consist of five members, two to be selected by the City, two to be selected by the County, and the fifth member to be selected jointly by the City and County. The Joint Board shall be responsible for administering this agreement, and its duties shall include receiving and reviewing reports from the Center, reporting to the City and County as requested, making budget recommendations to the County, and performing such other administrative tasks as from time to time requested by the City or County. The members of the Joint Board shall serve concurrent terms as full voting members of the Center's Board of Directors. The initial members of the Joint Board shall draft by-laws for the regulation and governance of said board, and shall submit the by-laws to the City and County for approval.

7. The Center shall annually provide to the City and County a complete financial report showing the amount of fees collected, the amount of tax money received under this agreement, and any other income, and showing further the disbursements by revenue source, including salaries paid to each person employed by the Center. In addition, the Center shall provide to the Joint Board of Mental Health monthly statistical reports on the number of clients seen, type of service provided; minutes of the meetings of the Center's Board of Directors; monthly statement of revenues and expenditures; and other information as requested by the Joint Board.

8. The relationship of the Center to the City and County shall be one of independent contractor.

9. The Center agrees to use County tax revenues provided hereunder only for the purpose of paying salaries of its employees and other non-capital expenditures. All personal or real property used by any party to provide mental health services shall be purchased from funds other than the County tax levy for mental health mentioned herein, and upon the termination of this agreement, such property shall remain the property of the party who acquired it.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives the day and year first above written.

BERT NASH COMMUNITY MENTAL HEALTH CENTER, INC.

Don Conrad  
Don Conrad, Chairman of Board of Directors

Sandra J. Shaw  
Sandra J. Shaw, Ph.D., Executive Director

THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS:

Nancy B. Hiebert  
Nancy B. Hiebert, Chairman

David Hopper  
David Hopper, Commissioner

Warren Rhodes  
Warren Rhodes, Commissioner

ATTEST FOR COUNTY COMMISSIONERS:

Patty Jaimes  
Patty Jaimes  
County Clerk

CITY COMMISSIONERS OF LAWRENCE, KANSAS:

Mike Amyx  
Mike Amyx, Mayor

ATTEST FOR CITY COMMISSIONERS:

Vera Mercer  
Vera Mercer, City Clerk

Ernest E. Angino  
Ernest Angino, Commissioner

Howard Hill  
Howard Hill, Commissioner

David Longhurst  
David Longhurst, Commissioner

Sandra Praeger  
Sandra Praeger, Commissioner



NO. 1846  
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STATE OF KANSAS  
OFFICE OF THE ATTORNEY GENERAL  
2ND FLOOR, KANSAS JUDICIAL CENTER, TOPEKA 66612

ROBERT T. STEPHAN  
ATTORNEY GENERAL

MAIN PHONE (913) 296-2215  
CONSUMER PROTECTION 296-3751

March 7, 1986

Michael D. Heck  
Stough & Heck  
901 Kentucky Street, Suite 306  
Lawrence, Kansas 66044

Re: Interlocal Cooperation Agreement Between the Board of  
County Commissioners of Douglas County, the City  
Commission of Lawrence and the Bert Nash Community  
Mental Health Center

Dear Mr. Heck:

We have reviewed the above-referenced agreement and find  
that it complies with the requirements of K.S.A. 12-2901  
et seq., and with the laws of the State of Kansas.

The Attorney General's signature below signifies his  
approval.

Very truly yours,

ROBERT T. STEPHAN  
ATTORNEY GENERAL OF KANSAS

RTS:BPA:crw  
Enclosure

State of Kansas, Douglas County, SS.  
 Filed and Entered in Vol. 389  
 Page 1367 3:15 P M  
 -1371  
 MAR 1 1986  
 By [Signature]  
 Register of Deeds  
 Deputy

ORIGINAL COMPARED WITH...

9.00

BOOK 389 PAGE 1371