

AGENDA
Joint City/County Meeting
City Hall Commission Chambers
November 9, 2007
4:30 p.m.
SPECIAL MEETING

CALL TO ORDER

ROLL CALL

NEW BUSINESS

Approval of Sales Tax Fund budget (CFAB)

Approval of Dodge City/Ford County Racetrack Operational Agreement

Approval of Southwest Sports Association Promotional Agreement-Legends Park

Discussion and Approval of Interlocal Cooperation Agreement for
Communication Board and Department

ADJOURNMENT

SALES TAX - SPECIAL PROJECTS

Fund Source: 1/2% City Sales Tax; 1/2% County Sales Tax.

Guidelines: On June 10, 1997, the voters went to the polls to approve a 1/2% Citywide Sales Tax and a 1/2% Countywide Sales Tax to fund Civic Center upgrades to air-conditioning and electrical, softball facilities and complex, a motor sports track, a special events center and other projects. 1/4% City and 1/4% County sales tax went into effect on October 1, 1997. The additional 1/4% City tax was added to fund these projects in January 2000, and the additional 1/4% County tax was added in June, 1999. Currently this fund is being funded at the full 1/2% City and 1/2% County Sales Taxes.

SALES TAX - SPECIAL PROJECTS	2006 Actual	2007 Budget or Estimate	2008 Budget
<i>Unreserved Fund Balance, January 1</i>	11,718,139	14,244,153	15,970,248
Revenues:			
Sales Tax	3,485,296	3,624,700	3,769,690
Sales Tax from Ford County	908,200	944,530	982,310
Operating Transfers In	30,000	30,000	30,000
Interest Income	576,668	600,000	400,000
Field Sports Revenues	102,967	62,000	62,000
Dodge City Raceway Park Revenues	0	0	0
Miscellaneous		0	0
From DCCC	0	10,000	10,000
TOTAL RECEIPTS	5,103,131	5,271,230	5,254,000
RESOURCES AVAILABLE	16,821,270	19,515,383	21,224,248
Expenditures			
FIELD SPORTS			
FIELD MAINTENANCE			
Personal Services	143,123	203,760	192,325
Contractual	89,579	74,750	76,000
Commodities	70,993	61,800	69,050
Capital Outlay	21,043	28,000	63,500
Transfer to Liability Fund	0	0	0
Reimbursed expense	0		
Proposed Salary Increase	0		10,303
Proposed Benefit Increase			1,400
Total - Field Maintenance	324,738	368,310	412,578
CONCESSIONS			
Personal Services	20,481	17,025	18,805
Contractual	1,239	500	500
Commodities	29,755	29,500	29,500
Capital Outlay	0	0	0
Reimbursed Expense	0	0	0
Total - Concessions	51,475	47,025	48,805

PROGRAMS			
Personal Services	0	0	0
Contractual	0	0	0
Commodities	0	0	0
Refunds	0	0	0
Total - Programs	0	0	0
ADMINISTRATION			
Personal Services	0	0	0
Contractual	50,000	50,000	40,000
Commodities	34	0	0
Total - Administration	50,034	50,000	40,000
CAPITAL PROJECTS			
Special Assessments for Sixth			350,000
Soccer Field Expansion	121,500	1,505,000	0
Cavalier Restroom/Concession Building	0	0	125,000
Total - Capital Projects	121,500	1,505,000	475,000
TOTAL FIELD SPORTS OPERATIONS	547,747	1,970,335	976,383
ADMINISTRATION			
Personal Services	0	0	0
Contractual	638,837	62,300	526,300
Commodities	296	0	300
Capital Outlay	0	0	0
AP Adj.	0	0	0
Transfer for Administrative Services		50,000	85,000
Series A & B - Debt Service	928,200	870,000	672,000
Other Payments	0	3,500	3,500
TOTAL - ADMINISTRATION	1,567,333	985,800	1,287,100
MOTOR SPORTS			
Personal Services	0	0	0
Contractual	454,919	476,000	267,500
Commodities	6,654	13,000	0
Capital Outlay	0		235,000
Other Refunds	0	0	0
Charge to Liability Fund	0	0	10,000
Concessions	0	0	0
Reimbursed Expense	0	0	0
TOTAL - MOTOR SPORTS OPERATIONS	461,573	489,000	512,500
SPECIAL EVENTS CENTER			
Contractual	464	100,000	454,000
Commodities	0	0	0
Capital Outlay	0	0	0
TOTAL - SPECIAL EVENTS CENTER	464	100,000	454,000
TOTAL EXPENDITURES	2,577,117	3,545,135	3,229,983
<i>Unreserved Fund Balance, December 31</i>	<i>2</i>	<i>14,244,153</i>	<i>15,970,248</i>
			<i>17,994,265</i>

DEBT SERVICE ACCOUNT

ACCOUNT DESCRIPTION

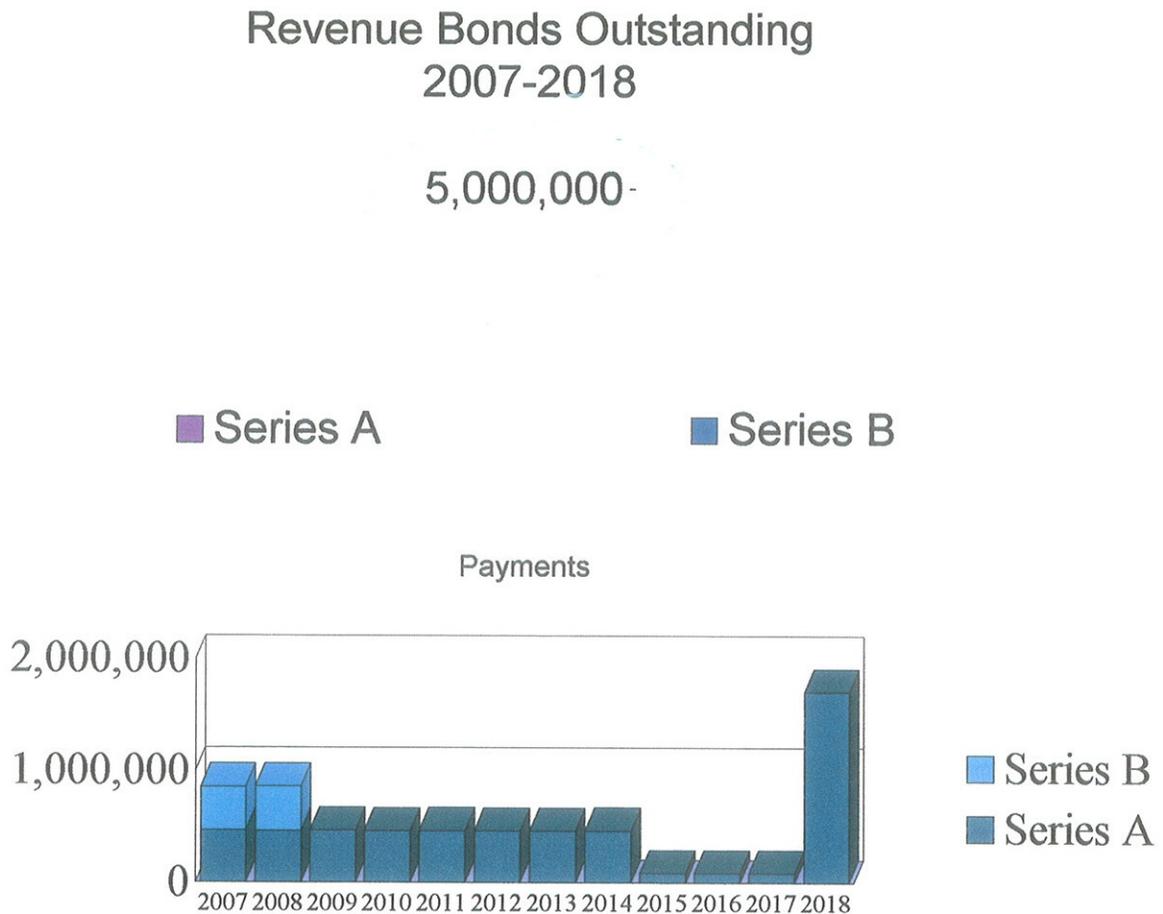
In June of 1998, two series of Revenue Bonds were issued to fund the construction of projects voted on by the citizens of Dodge City. Series A was issued in the amount of \$6,000,000 was issued to fund the construction of a fourplex softball complex, updates to the Cavalier Field baseball complex located behind Sheridan Activity Center, construction of soccer fields, addition of air-conditioning and mechanical and other updates to the Civic Center and updates to other baseball/softball fields in the community. Construction is complete on all of these projects. Outstanding Series A Revenue Bond as of 1/1/2008 will be \$3,920,000.

Series B was issued in the amount of \$3,200,000 to construct a Motor Sports Complex located at 14th and Highway 56 in Ford County. Construction was completed on this facility in 2000. Outstanding Series B Revenue Bonds as of 1/1/2008 will be \$385,000. These bonds will fully mature in 2008.

This account services the payment of annual principal and interest payments for those revenue bonds.

BUDGET HIGHLIGHTS

The graphs depict the annual payments as well as the outstanding bond amounts in future years.



REVENUE BOND FUNDS

The following funds reflect activity in the various bond funds that are required to be established by the bond resolutions.

1998 SERIES A DEBT SERVICE/RESERVE	2006 Actual	2007 Budget or Estimate	2008 Budget
<i>Unreserved Fund Balance, January 1</i>	811,862	819,685	
Revenues:			
Interest	33,456		
Interest			
Transfers In	464,540		
TOTAL RECEIPTS	497,996		
RESOURCES AVAILABLE	1,309,858		
Expenditures			
Debt Service - Interest	205,934		
Debt Service - Principal	260,000		
Transfer to Surplus	24,239		
TOTAL EXPENDITURES	490,173		
<i>Fund Balance, December 31</i>	<i>819,685</i>		

1998 SERIES B DEBT SERVICE/RESERVE	2006 Actual	2007 Budget or Estimate	2008 Budget
<i>Unreserved Fund Balance, January 1</i>	817,298	875,111	
Revenues:			
Interest	0		
Interest	33,018		
Bond Proceeds	0		
Transfers In	415,421		
TOTAL RECEIPTS	448,439		
RESOURCES AVAILABLE	1,265,737		
Expenditures			
Debt Service - Interest	40,626		
Debt Service Principal	350,000		
Transfer to Surplus Funds	0		
TOTAL EXPENDITURES	390,626		
<i>Fund Balance, December 31</i>	<i>875,111</i>		

RACETRACK OPERATING AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas acting under the authority as provided for in the Interlocal Agreement dated July 21, 1997 (the "Interlocal Agreement") and hereinafter referred to as the "City" and Beckley's Checkered Flag Productions, Incorporated, a Texas corporation hereinafter referred to as "Operator";

WHEREAS, pursuant to the Interlocal Agreement of July 21, 1997, between the City of Dodge City, Kansas and Ford County, Kansas, and utilizing sales tax revenues as provided for in said Interlocal Agreement, the City issued bonds for and did construct a motorsports complex located in Ford County, Kansas, consisting of a three/eighths mile racetrack, grandstand and other racing amenities known as Dodge City Raceway Park (Facility), and has with sales tax revenues as authorized by the Interlocal Agreement operated the complex over the past several years as a recreational facility, and

WHEREAS, the parties to the Interlocal Agreement desire to contract for the promotion and operation of the Facility on behalf of the City, utilizing sales tax revenues as provided for in the Interlocal Agreement to fund such promotion and operations, and

WHEREAS, the Operator has experience and expertise in the promotion and operation of dirt track racing facilities and desires to promote and operate the Facility on behalf of the City, and

WHEREAS, the parties have reached an agreement whereby the Operator would promote and operate the Facility under the terms and conditions set forth herein:

NOW, THEREFORE, IN CONSIDERATION OF THE MONIES TO BE PAID HEREUNDER, AND THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED AS FOLLOWS:

1. EXCLUSIVE USE OF FACILITY: The City hereby grants to the Operator, during the term of this agreement and any extension hereof and subject to the conditions set forth herein, the exclusive right and responsibility for the operation, promotion, scheduling and use of the Facility for motor sports racing events and other related events.

2. TERM: The initial term of this agreement shall be for a period of three (3) years, commencing January 1, 2008 and expiring December 31, 2010, which agreement may be extended or earlier terminated as provided herein.

3. MAINTENANCE OF DIRT TRACK: The Operator at its sole cost and expense shall be responsible for and shall perform any and all maintenance, alterations, preparation and care of the dirt track during the term of this agreement or any extension hereof, so as to provide a dirt track surface equal to the highest standards for dirt track facilities. Upon depletion of the original dirt inventory as described in Attachment A, the Operator shall be responsible for and shall supply at its cost any supplemental dirt needed for the track during the term of this agreement. Operator shall be solely responsible for preparation of the track as required for all events and shall maintain the track in a safe and proper manner during all events. The Operator

shall supply all equipment and materials necessary for all repairs, maintenance and preparation of the track except for City equipment as provided in Attachment B.

4. MAINTENANCE OF FACILITY: Operator shall be responsible for and shall provide at its expense for all maintenance, clean up and care of the structures and Facilities located at Dodge City Raceway Park, including but not limited to grandstands, concession and restroom areas, ticket booths, pit area, parking lot and all other amenities located at the Facility. The Operator shall also be responsible for watering, mowing, trimming and care of all grassy areas, shrubbery and trees within the Facility. Operator shall at its expense, maintain the entire Facility in a clean, neat, safe and proper manner at all times throughout the term of this agreement.

5. FACILITY REPAIRS: Following completion by the City of the repairs as described in Attachment B, Operator shall at its sole expense, be responsible for providing any and all repairs or replacements required for the improvements located within the Facility which are the result of the Operator's use of the Facility which repairs will be performed in a good and workman like manner; provided, however, in the event of structural damage to any aspects of the Facility which is the result of fire, wind, hail, rain, vandalism, defacement or other casualties, not the fault of the Operator or beyond the Operator's control, or the result of a latent structural defect, then the City will pay for such repair costs from sales tax revenues pursuant to the Interlocal Agreement. Operator shall immediately notify the City of the need for any such repairs to the Facility and such repairs shall be performed by the City in a good and workmanlike manner. Operator shall at its expense promptly provide for all normal

day to day repairs of the Facility, including but not limited to plumbing repairs, replacing of bulbs including track and security lighting, damage to track fencing, racing timing equipment, PA system, and all other equipment utilized for the conduct of racing and related events. Operator shall be responsible to perform such maintenance in a prompt, consistent, good and workman like manner.

6. INSPECTION OF FACILITY AND EQUIPMENT: The City shall perform at least three random inspections throughout the race season in order to assure proper maintenance of the facility and equipment. A twenty-four (24) hour notice shall be given to the operator prior to any inspection.

7. WINTERIZATION OF FACILITY AND EQUIPMENT: Operator at its expense shall be responsible to see that the Facility and equipment are properly winterized and will submit to the City a notice that such winterization has been timely completed. Provided further that any repairs or damages resulting from the lack of proper winterization shall be the responsibility of the Operator.

8. MODIFICATIONS AND IMPROVEMENTS: Any modification of the track configuration or other permanent improvements within the Facility shall be subject to the prior approval of the City and shall be based upon specific plans, specifications and cost estimates and an agreement between the City and the Operator as to the responsibility for payment of such modifications or improvements. Any such improvements to the Facility shall become a part of the Facility and pass to the City upon expiration or termination of this agreement.

9. EQUIPMENT: Operator shall be responsible to provide all equipment necessary for the operation of the Facility as well as the costs and expense of the maintenance and operation of said equipment. The Operator shall be entitled to utilize at the Facility existing City-owned equipment as described in Attachment C. Operator shall be responsible for all operational costs, repairs and/or replacement of such City-owned equipment and shall return the same to the City upon termination of this agreement in good and working condition, subject to normal wear and tear. Any disposal of City owned equipment by Operator shall be subject to the prior approval of the City Manager or his designee.

Any equipment provided or purchased by the Operator and utilized at the Facility shall remain the property of the Operator and may be removed from the Facility upon termination of this agreement, if such removal can be accomplished without damage to the Facility.

10. PERSONNEL: Operator shall be responsible to provide all personnel necessary for the proper operation, promotion, maintenance and use of the Facility and all events conducted at the Facility, including but not limited to security, fire, safety and emergency medical, gatekeepers, ticket sales, concessions, fan accommodations, maintenance, facility clean up, office staff, sales representatives, track surface preparation and maintenance, racing officials and judges, non-racing event supervision and personnel, PA announcer, and all other required personnel.

Operator shall be solely responsible for all payments, wages, salaries or other benefits provided to such personnel. All such personnel shall be employees,

independent contractors or volunteers of the Operator and not of the City. Operator further agrees to save and hold harmless the City of and from any and all claims which might be asserted against the City in any manner whatsoever by or through any such personnel arising out of any injuries or death to such personnel arising out of their duties or services provided at the Facility.

11. INSURANCE: Operator shall at its sole cost and expense maintain in full force and effect during the term of this agreement and any extension hereof, liability insurance providing coverage for liability for any injuries, damages, or death for participants and fans in an amount not less than \$2 million, which insurance coverage shall list the City and County as named additional insureds. Operator shall also provide workers compensation insurance for all employees and volunteers of the Operator who provide any services at the Facility. All insurance policies provided by the Operator shall contain provision for at least 30-day prior written notice to the City of any cancellation or modification of insurance coverage. Copies of all such policies and insurance binders shall be provided to the City.

12. UTILITIES: The following utility bills relating to the operation of the Facility, including electric, gas, water, sewer, and trash pickup services, will be the responsibility of the City from sales tax revenues pursuant to the Interlocal Agreement; provided, however, City reserves the right to provide a well to provide water for track preparation and irrigation of Facility grounds from sales tax revenues pursuant to the Interlocal Agreement or other sources, subject to the Operator's approval as to the

location of any such well if located within the facility, which approval shall not be unreasonably withheld.

13. TAXES: City shall be responsible for the payment of any real estate taxes assessed against the Facility from sales tax revenues pursuant to the Interlocal Agreement. Operator shall be responsible for and shall pay in a timely manner, all other taxes, fees, permits or licenses associated with the Operator's use of the Facility, including but not limited to personal property taxes, sales taxes, payroll taxes, concession and beer licenses and any and all other operating permits, licenses or fees.

14. OPERATIONAL REVENUES AND EXPENSES: Except as specifically provided herein, Operator shall be solely responsible for the timely payment of any and all operational expenses of the Facility and shall retain all revenues resulting from the operation of the Facility, including but not limited to all gate fees, ticket sales, concession sales, advertising sales, sponsorship fees, membership fees and other revenues resulting from the use and operation of the Facility by the Operator.

15. SCHEDULE AND NUMBER OF EVENTS: Commencing with the 2008 season, on or before February 1 of each year, Operator will provide the City with a calendar of confirmed events scheduled for the Facility for that year, which schedule shall include not less than 21 weekly local racing events during the racing season, each calendar year, of which seventeen (17) shall include classes commonly defined as modifieds, 305 sprints and street stocks. Any reduction in the required number of scheduled events must have the prior written approval of the City Manager and County

Administrator or their designees. Additional events may be added at any time by the Operator.

During the course of any year, the City may request the use of the Facility for non-racing events, subject to the Operator's approval and upon such terms and conditions as are mutually acceptable to the parties. Operator's approval for such events shall not be unreasonably withheld.

16. CONSIDERATION FOR SERVICES: In consideration of the promotional and operational services to be provided by the Operator in accordance with terms and conditions as set forth herein, the City, in addition to any other payment obligation provided for herein, shall make payments to the Operator from sales tax revenues pursuant to the Interlocal Agreement, in the time and manner following:

a. For the period from January 1, 2008 through December 31, 2008, the total sum of Two Hundred Forty-five Thousand Dollars (\$245,000) to be paid as follows:

- (1) The sum of Fifteen Thousand Dollars (\$15,000) on or before November 20, 2007;
- (2) The sum of Fifteen Thousand Dollars (\$15,000) on or before January 8, 2008.
- (3) The sum of Forty Thousand Dollars (\$40,000) on or before March 15, 2008;
- (4) The sum of Forty Thousand Dollars (\$40,000) on or before May 15, 2008;

- (5) The sum of Forty Thousand Dollars (\$40,000) on or before July 15, 2008;
- (6) The sum of Forty Thousand Dollars (\$40,000) on or before August 15, 2008;
- (7) The sum of Twenty-Five Thousand Dollars (\$25,000) on or before September 15, 2009;
- (8) Within 30 days from the date Operator has provided the City Manager and County Administrator with an itemized accounting of all costs, expenses, revenues and income for the completed racing season, including but not limited to all revenues received by Operator from ticket sales, concessions, sponsorships, fees and other compensation whatsoever and documentation from the Operator of all expenses incurred by Operator in the operation of the Facility and proof of payment of all such expenses, the City will pay to Operator the balance of the annual compensation due to the Operator for the calendar year.

b. For the period from January 1, 2009 through December 31, 2009, the total sum of Two Hundred Twenty- Thousand Dollars (\$220,000) to be paid as follows:

- (1) The sum of Thirty Thousand Dollars (\$30,000) on or before January 15, 2009;
- (2) The sum of Thirty-Three Thousand Dollars (\$33,000) on or before March 15, 2009;

- (3) The sum of Thirty-Three Thousand Dollars (\$33,000) on or before May 15, 2009;
- (4) The sum of Thirty-Three Thousand Dollars (\$33,000) on or before July 15, 2009;
- (5) The sum of Thirty-Three Thousand Dollars (\$33,000) on or before August 15, 2008;
- (6) The sum of Thirty-Three Thousand Dollars (\$33,000) on or before September 15, 2009;
- (7) Within 30 days from the date Operator has provided the City Manager and County Administrator with an itemized accounting of all costs, expenses, revenues and income for the completed racing season, including but not limited to all revenues received by Operator from ticket sales, concessions, sponsorships, fees and other compensation whatsoever and documentation from the Operator of all expenses incurred by Operator in the operation of the Facility and proof of payment of all such expenses, the City will pay to Operator the balance of the annual compensation due to the Operator for the calendar year.

c. For the period from January 1, 2010 through December 31, 2010, and thereafter, the total sum of One Hundred Ninety-Five Thousand Dollars (\$195,000) to be paid as follows:

- (1) The sum of Thirty Thousand Dollars (\$30,000) on or before April January 15, 2010;
- (2) The sum of Thirty Thousand Dollars (\$30,000) on or before March 15, 2010;
- (3) The sum of Thirty Thousand Dollars (\$30,000) on or before May 15, 2010;
- (4) The sum of Thirty Thousand Dollars (\$30,000) on or before July 15, 2010;
- (5) The sum of Thirty Thousand Dollars (\$30,000) on or before August 15, 2010;
- (6) The sum of Fifteen Thousand Dollars (\$15,000) on or before September 15, 2010;
- (7) Within 30 days from the date Operator has provided the City Manager and County Administrator with an itemized accounting of all costs, expenses, revenues and income for the completed racing season, including but not limited to all revenues received by Operator from ticket sales, concessions, sponsorships, fees and other compensation whatsoever and documentation from the Operator of all expenses incurred by Operator in the operation of the Facility and proof of payment of all such expenses, the City will pay to Operator the balance of the annual compensation due to the Operator for the calendar year.

17. CONTRIBUTION TO POINTS FUND: City and County shall annually contribute a combined total sum of Five Thousand Dollars (\$5,000.00) to the applicable year end points fund, for distribution by the Operator at the annual race banquet.

18. OTHER EVENTS: In addition to the number of local racing events as stated in paragraph 15 above, the Operator may conduct various special events at the Facility in accordance with the following terms and conditions; unless modified by a separate written agreement to the contrary:

a. Any such event must have the prior written approval of the City Manager and County Administrator or their designees; which will address the terms and conditions related to the event;

b. Operator shall be solely responsible for any and all expenses incurred with regard to the event, including but not necessarily limited to the obligations of Operator pursuant to the terms of this agreement; and shall retain all revenues resulting except for the commission as set forth in the agreement per paragraph (a) above. Resulting revenues shall be provided to the City and deposited in accordance with the Interlocal Agreement;

c. Operator shall be solely responsible for any and all damages to the track and facility as a result of the Event;

19. PERFORMANCE STANDARDS: Operator will keep accurate attendance records for all events conducted at the Facility each calendar year. Within 30 days following the last event conducted at the Facility, the Operator will provide to the City an affidavit and supporting records verifying the total attendance for the year for all

events conducted during the year. The total attendance figure shall be divided by the number of events actually conducted at the facility during the year to establish an "average attendance" per event; provided, however, in computing the "average attendance" for any given year, the three events with the lowest event attendance shall be excluded from the number of total events by which the total attendance figure is divided.

In the event the "average attendance" per event for any year is below the average attendance figures set forth below, then the City shall have the option of terminating this agreement by providing written notice of such intent to terminate within 30 calendar days of receipt of the Operator's attendance report. If within 30 days of receipt of the notice of termination the parties have not reached a mutually acceptable agreement for the continued operation of the Facility by the Operator, this agreement shall terminate and both parties shall be released from any further obligations under this agreement, except only for the Operator's obligation for full payment of any outstanding unpaid obligations at the time of such termination. The minimum "average attendance" for the term of this agreement and any extension hereof shall be:

For calendar year 2008 an "average attendance" of at least 750;

For calendar year 2009 an "average attendance" of at least 900;

For calendar year 2010 and all years thereafter an "average attendance" each year of at least 1,000.

20. EXTENSIONS OF INITIAL TERM: Upon the expiration of the initial term of this agreement on December 31, 2010, this agreement shall automatically extend for

additional three-year terms, unless either party provides written notice to the other of its intent not to renew the agreement in accordance with the following procedure:

(a) If the Operator desires not to renew the agreement, the Operator shall deliver to the City, on or before October 1, 2010, or October 1 of the year of expiration of any extended term, written notice of its intent not to extend the agreement. In the event of such notice by the Operator the parties agree to immediately enter into good faith negotiations for a renewal of an operation agreement based on terms and conditions which are mutually acceptable to both parties. If such negotiations fail to produce a mutually acceptable agreement, this agreement will expire on December 31 of that year.

(b) If the City desires not to renew the agreement, the City shall deliver to the Operator on or before November 1, 2010, or November 1 of the year of expiration of any extended term, a written notice of the City's intent not to extend the agreement. In the event of such written notice by the City the parties agree to immediately enter into good faith negotiations for a renewal of an operational agreement based on terms and conditions which are mutually acceptable to both parties. If such negotiations fail to produce a mutually acceptable agreement, this agreement will expire on December 31 that year. Upon either such termination both parties shall be released from any further obligations under this agreement except only for the Operator's full payment of any outstanding unpaid obligations of the Operator at the time of termination.

21. NON-APPROPRIATION OF CITY PAYMENTS: The parties understand and agree that the payment obligations of the City as set forth herein, including the payment obligation as set forth in Paragraph 16 above, are subject to the provisions of

the Kansas Cash Basis Law and continued collection of sales tax revenues. The City currently intends to continue this agreement through its term and to make all payments as provided for herein, and currently intends to make provision for such payments in each annual budget submitted and adopted in accordance with applicable provisions of state law and the provisions of the Interlocal Agreement. Notwithstanding the foregoing, however, the parties acknowledge that the City is obligated only to pay periodic payments as provided herein as may lawfully be made from sales tax funds budgeted and appropriated for that purpose during the current budget year, or funds made available from any lawfully operated revenue producing source. The City agrees to give written notice of such non-appropriation to the Operator at least 30 days prior to December 31 of the year during which such non-appropriation occurs. The City shall pay all payments remaining due through the end of that year, if any. In the event of such non-appropriation the Operator may terminate this agreement at any time after receiving notice from the City of such non-appropriation of funds to satisfy the payment obligations. Such non-appropriation shall not constitute a default or breach of the agreement by the City and Operator may elect to continue this agreement notwithstanding the City's failure to satisfy its payment obligations due to such non-appropriation.

22. PERSONAL GUARANTY OF CORPORATE OBLIGATIONS: The parties acknowledge, understand and agree that the Operator under this agreement is a corporate entity and that Ed Beckley is the President and Chief Executive Officer of said corporation and the majority stockholder therein. In order to encourage the City to

enter into this agreement with said corporation, the said Ed Beckley has and does hereby agree to personally guaranty any and all financial obligations incumbent upon said corporation by virtue of this agreement and shall personally pay any obligations incurred by said corporation, which the corporation fails or refuses to pay in a timely manner. Payments guaranteed hereunder shall be paid by Ed Beckley within 30 days of receipt from the City of written demand for payment in the amount of any outstanding unpaid obligations.

23. GENERAL CONDITIONS:

a. The Operator shall pay in a timely manner any and all obligations incumbent upon it under the terms and conditions of this agreement and shall not allow any type of lien or encumbrance to attach to the Facility resulting from nonpayment of any Operator obligations.

b. In the event Operator fails to provide any needed maintenance, repairs, replacement or any other service or obligation incumbent upon Operator under the terms of this Agreement in a proper and timely fashion, following at least a 10 day written notice to Operator by the City demanding such work be performed, or obligation fulfilled, the City may provide any such maintenance, repairs, replacement or service or perform such obligation and withhold the cost and expense incurred by the City in performing such work or obligation from any funds due the Operator from City. In the event the Operator repeatedly fails to properly perform needed maintenance, repairs, replacements or perform other obligations pursuant to this Agreement, the City may upon 10 days written notice to the Operator terminate this

Agreement. Upon such termination both parties shall be released from any further obligations under this agreement, except only for the Operator's obligation for full payment of any outstanding unpaid obligations at the time of such termination.

c. This agreement may be amended at any time by mutual written agreement of the parties.

d. This agreement shall not be assigned or transferred to any other person or entity without the prior written consent of the City.

e. This agreement shall be binding on the parties hereto and their respective successors and assigns.

f. The parties hereto do hereby warrant that each party is legally authorized to enter into this agreement and that all actions necessary to authorize approval of this agreement by the persons executing the same has been duly obtained so as to legally bind the party so represented.

g. The relationship created by virtue of this agreement between the City and the Operator is that of an independent contractor, and nothing contained herein is intended to establish and does not establish any relationship other than that of an independent contractor.

h. For purposes of this agreement, the effective date of said agreement shall be January 1, 2008, despite the later approval by the parties of said agreement.

i. All reports, notices or other communications called for under this agreement shall be between the Operator and the City's City Manager who is hereby designated to administer this agreement on behalf of the city.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates reflected below.

BECKLEY'S CHECKERED FLAG
PRODUCTIONS, INC.

By _____
Ed Beckley, President

By _____
Ed Beckley, individually, as
personal guarantor

ATTEST:

Secretary

Dated this _____ day of _____, 2007.

CITY OF DODGE CITY, KANSAS

By _____
Kent E. Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, 2007.

APPROVED BY THE FORD COUNTY COMMISSION:

By _____
Kim Goodnight, Chairman

By _____
John Swayze

By _____
Terry Williams

ATTEST:

Vickie Wells, Ford County Clerk

Dated this _____ day of _____, 2007.

ATTACHMENT A
Dirt Quantities and Quality Provided by the City

The City will be responsible to provide to the facility, at City's expense, dirt to bring the track surface up to acceptable standards prior to the beginning of the 2008 racing season. The amount and consistency of dirt will be determined by mutual agreement of the Operator and the County Administrator. Any additional dirt needed during the term of this Agreement will be the Operator's responsibility.

**ATTACHMENT B
IMPROVEMENTS TO BE PROVIDED BY CITY**

The repairs listed on the attached inventory as mutually agreed to by the Operator and the County Administrator will be made prior to the commencement of the 2008 racing season by the City at City expense. Following completion by the City of such repairs, all future repairs, replacements, maintenance including but not limited to those listed below shall be the responsibility of the Operator:

**ATTACHMENT C
EQUIPMENT AVAILABLE FOR USE AT TRACK**

Pursuant to the provisions of paragraph 9 of the Agreement, the City owned equipment as listed on the attached inventory will be made available for use by the Operator at the track without charge to the Operator.

TOURNAMENT PROMOTIONAL AGREEMENT
LEGENDS PARK

THIS AGREEMENT (the "Agreement") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (City), and Southwest Sports Association, Inc., a not-for-profit Kansas corporation (Association):

WHEREAS, the City is the owner and operator of a baseball/softball complex located in Dodge City, known as "Legends Park", which complex was constructed with and is operated by the City with sales tax revenues resulting from the June 10, 1997 city/county sales tax election and under the terms and conditions of an Interlocal Agreement between the City and Ford County, Kansas, and

WHEREAS, the purpose and intent of the construction and operation of Legends Park was to bolster local economic development within the community by attracting and conducting ball tournaments which will bring visitors and participants from outside the area to the community and at the same time provide quality facilities for the use and enjoyment of local residents, and

WHEREAS, the City desires to enhance the use of Legends Park as a tournament site for activities which will result in attracting more out of area teams and visitors to the community, and

WHEREAS, the Association has knowledge, contacts and expertise in promoting various ball tournaments throughout the State of Kansas and can provide

services which will enhance the use of Legends Park as a tournament site and bring out of area teams to the community, and

WHEREAS, the City, upon approval of the Ford County Commission and recommendation of the Community Facilities Advisory Board (CFAB), desires to enter into this Agreement for the promotion of tournament play at Legends Park under the direction, organization and supervision of the Association, under the terms and conditions as set forth herein, and the Association desires to provide such tournament promotions and services under the terms and conditions set forth herein;

NOW, THEREFORE, IN CONSIDERATION OF THE MONIES TO BE PAID HEREUNDER AND THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED AS FOLLOWS:

1. Use of Legend Park by Association: The City agrees to make Legends Park available for the use of the Association for the purpose of the Association's promoting, scheduling, operating, sponsoring and conducting tournament play at said site during the "tournament season" subject to the terms and conditions provided herein. For purposes of this agreement, the phrase "tournament season" shall include each Friday, Saturday and Sunday from April 1 through October 15 of each calendar year.

2. Term of Agreement: The initial term of this Agreement shall be for a period from January 1, 2008, through December 31, 2009, and shall automatically renew for one additional year each January 1 unless terminated by either party as provided herein.

3. Termination of Agreement: This Agreement may be terminated by either party at the expiration of any two year term or earlier by mutual agreement by the party desiring termination providing to the other party written notice of such termination at least 13 months prior to the end of the then current two year expiration date.

4. Maintenance of Fields and Complex: Maintenance of the playing fields and the complex will be the responsibility of the Association for the days of the tournament season during which Association tournaments are conducted. In providing such maintenance services the Association shall utilize the City-designated maintenance staff with the use of City-owned and operated field maintenance equipment and supplies. If in the opinion of the Association additional maintenance personnel are required in light of existing circumstances on tournament days, the Association shall be responsible to provide such additional personnel at its sole costs and expense; provided, however, any and all such additional personnel shall be subject to the supervision and direction of the City-designated head field

maintenance director during the time such personnel are performing maintenance responsibilities for the Association.

The City will provide for Association use all equipment and supplies necessary for normal field maintenance during the tournament season, provided, however, all equipment will be operated by City personnel or under the direction of City personnel. In the event additional field maintenance supplies are required due to Association use, the Association will be responsible for providing such supplies.

In the event of inclement weather during or preceding tournament play the Association will confer with City head field maintenance director to determine playability of the fields or possible options available. In the absence of a mutual agreement concerning playability of the fields, the final decision will be the responsibility of the Association; provided, however, if play proceeds the Association shall be responsible for providing any additional manpower and supplies necessary under such circumstances at its sole cost and expense.

5. Compensation to City: For and in consideration of the use and availability of Legends Park during the tournament season and for the cost and expense of field maintenance and preparation by the City, the Association shall pay to the City within ten (10) calendar days following each Association tournament conducted at Legends Park during the tournament season a sum equal to the total of the following:

- (a) \$40.00 per team for each team participating in the event; and
 - (b) Twenty percent (20%) of the gross gate receipts collected at the event;
- and
- (c) Ten percent (10%) of gross sales of any tournament t-shirts sold for the event.

With each such payment, the Association will provide a full accounting reflecting the basis for said payments. All revenues received by the City as set forth above shall be deposited in the CFAB sales tax fund.

6. Compensation to Association: On or before April 1, 2008, and each April 1 during the term of this Agreement, and subject to the provisions of the Kansas Cash Basis Law and approval of budgeted funds for tournament promotions in the then current CFAB budget, the City will deposit in a special "Legend Tournament" Association" account from CFAB budgeted funds the sum of Ten Thousand Dollars (\$10,000.00), which funds shall be used by the Association solely for the purposes of the reimbursement of and/or payment of costs and expenses directly related to promoting, sponsoring, and conducting tournament events at Legends Park during the tournament season. In addition, all revenues received by the Association as a result of tournaments which are promoted, sponsored or conducted by or through the Association at Legends Park shall be deposited in said account. The Association shall provide a full accounting of all such receipts,

deposits, and expenditures of funds in the account to the City Manager at least quarterly each year. Such accounting shall identify the amount and source of each separate receipt and deposit and each separate expenditure from the special account, the purpose of the expenditure and to whom paid as well as the balance of funds remaining in the account. The accounting shall include proof of payment of all expenditures in the form of receipts or invoices. All Association accounts, books, and records related to Legends Park activities shall be made available to the City for review or audit upon the City's request and at City expense.

When funds represented by the initial annual deposit have been exhausted, the Association may submit a request to the City Clerk for additional funds up to, but not to exceed Ten Thousand Dollars (\$10,000.00) per request. Total funding of Association activities from the CFAB budget for any one contract year of this Agreement shall not exceed Fifty Thousand Dollars (\$50,000.00). In no event shall funding exceed the amount budgeted by the CFAB for such year.

Upon termination of this Agreement, any unexpended funds provided to the Association from the CFAB budget as set forth above shall be returned to the City and deposited in the CFAB sales tax fund.

7. Concession Facilities: The City shall be responsible for and will provide concession services for all events conducted by the Association during the

tournament season and shall pay all costs and expenses incurred in providing such services and shall retain all income from such sales.

8. Insurance Coverage: The Association will maintain in full force and effect and at its sole cost and expense, general comprehensive public liability insurance in an amount of not less than One Million Dollars (\$1,000,000,000) providing coverage for claims or causes of action resulting from personal injury (including death) or property damage sustained by any invitees, fans, and participants occurring on the premises of Legends Park or other City facilities used during any Association-promoted or sponsored event, and shall name the City and Ford County as additional insureds on such policy. Prior to the beginning of each tournament season the Association shall provide the City a certificate of insurance evidencing the existence of the coverage and providing for at least thirty days prior notice to the City of any termination or modification of such insurance coverage during the tournament season.

9. Repairs and Utilities: The City shall be responsible for all repairs to the Legend Park facilities and equipment which are necessary in order to provide suitable and usable facilities during the tournament season; provided, however, in the event such repairs are necessitated by the negligence or misuse of the facilities or equipment by the Association or others under the Association's direction and control, then the costs of such repairs or a portion thereof shall be reimbursed to the City

from the Association's special tournament account or withheld from future advances to such account. The City shall be responsible for all electric, water, sewer, and trash removal charges for the facility during the tournament season.

10. Association Personnel and Supervision: The Association shall provide at its expense all personnel necessary to promote, conduct, supervise, and produce high quality tournaments at the facility, including but not limited to tournament directors, game officials, scorekeepers, PA announcers, gatekeepers, and necessary security personnel.

11. Use of Additional City Facilities: In the event an Association event conducted during the tournament season requires the use of City ball fields in addition to the Legend Park facilities, the Association shall submit a request to the City Director of Parks and Recreation (Director), at the earliest possible time, identifying the number of additional fields required and the dates such fields would be in use. The Association and the Director shall then meet to determine the availability of such fields and shall mutually agree upon the amount of reimbursement if any to be provided to the City for any additional preparation and maintenance required.

12. Non-Assignment: This Agreement and the privileges and responsibilities herein shall not be assigned by the Association to any other person and entity without the prior written consent of the City.

13. Continuation of Certain Tournament Events: The Association acknowledges that the Legends Park facilities have been utilized over the past years for certain locally sponsored tournaments such as the City 48-hour tournament, the Hispanic Tournament, Youth baseball tournaments, and by the Dodge City Community College girls softball tournament. The Association further acknowledges that the use of the Legends Park facilities are currently subject to provisions of certain facility use agreements between the City and the school district and Dodge City Community College. The Association pledges its support and assistance in assuring the continuation of these and other similar events at the Legends Park facilities and will fully cooperate with local sponsors, the school district, and Dodge City Community College to assure availability of the facilities for such events. If such events occur during the tournament season, the Association shall upon request assist local sponsors in the promotion, conduct, and supervision of such events. Absent agreements to the contrary between such local sponsors, the school district, or Community College such events shall not be subject to the terms and conditions of this Agreement, and the payments referred to in paragraph 5 above shall not be assessed; provided, however, the Association may expend funds from the Legend Tournament account for cost and expense reimbursement for services provided by the Association for such events.

14. Scheduling of Facilities During the Tournament Season: At the earliest possible time prior to each tournament season, the Association shall provide to the City Parks and Recreation Director a proposed schedule for Association tournaments at the Legends Park facilities, which schedule may be expanded and updated as additional tournaments are scheduled. Subject only to the provisions of paragraph 13 above, Association tournaments shall have scheduling preference regarding the use of the facilities. The Association and Director shall work together in a cooperative effort to resolve any scheduling conflicts so as to accommodate Association tournament usage whenever possible.

In the event the City is approached by tournament promoters or sponsors other than the Association requesting use of the Legend Park facilities during the tournament season, the Director shall refer such promoters or sponsors to the Association and the Association shall work in a cooperative manner with such promoters and sponsors in an effort to accommodate the most enhanced use of the facilities for tournament play. In the event the Association and other promoter or sponsor are unable to reach a mutually acceptable agreement with regard to the proposed use of the facilities, the Director may allow use of the facilities by the other promoter or sponsor upon such terms and conditions as the Director deems appropriate, so long as the scheduling of such tournament does not conflict with the

Association's scheduled use of the facilities or otherwise interferes with or detract from Association tournaments previously scheduled.

15. **Association Care of Facilities:** The Association shall at all times during its use of Legends Park keep and maintain the facilities in a good, clean, and proper manner. Nothing contained herein shall prevent the Association from making or assisting with necessary repairs and/or improvement to said facilities; provided, however, except for repairs of an emergency nature, any Association repairs or improvements shall require the prior approval of the City. Except as otherwise provided in this Agreement the Association shall comply with all City rules and regulations applicable to Legends Park.

16. **Dispute Resolution:** In the event a disagreement or dispute should arise between the parties as to the respective party's responsibilities under this Agreement or as to the interpretation of this Agreement, the parties shall use their best efforts to resolve the same by mutual agreement; provided, however, that if the parties are unable to reach such an agreement, the dispute will be resolved by the decision of the City Manager, which decision shall be final and binding on both parties.

17. **Purpose, Intent and Cooperation:** The City and the Association acknowledge that the purpose and intent of this Agreement is to enhance the use of the Legends Park facilities for tournament play which will draw to the community teams, participants, families and fans from outside the immediate area which in turn

will stimulate and promote the community economy. The parties further understand and agree that the utmost good faith and cooperative effort between them will be required to accomplish and fulfill the intent of this Agreement and both agree to work with one another in a cooperative manner of mutual respect to accomplish the intended results of this Agreement.

18. Information and Reports: The Association will keep accurate records concerning tournament promotions and activities, including number of participants, attendees and fans, length of stay and other information related to the potential economic impact of the activities. Such information will be compiled and submitted to the City at the close of each tournament season. In addition, the City and Association shall meet at the close of each tournament season and prior to each new season to review the provisions of this Agreement and address other issues related to the use of the facilities.

19. Amendments: This Agreement may be amended at any time by mutual written agreement of the parties.

20. Binder: This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Both parties warrant and represent that each has taken all steps necessary to bind themselves to the terms and conditions as set out above and for approval of this Agreement and that the persons executing this

Agreement are duly authorized to bind the parties hereto by virtue of their signatures as set forth below.

In witness whereof the parties have executed this Agreement on the dates below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By: _____
E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Approved this _____ day of _____, 2007.

INC. SOUTHWEST SPORTS ASSOCIATION,
A Not-For-Profit Kansas Corporation

By _____
President

ATTEST:

Secretary

Approved this _____ day of _____, 2007.

FORD COUNTY COMMISSION APPROVAL

The above Agreement is hereby approved by the Commission of Ford County,
Kansas.

By _____
T. Kim Goodnight

By _____
John Swayze

By _____
Terry Williams

Approved this _____ day of _____, 2007.

**INTERLOCAL COOPERATION AGREEMENT
FOR COMMUNICATIONS BOARD AND DEPARTMENT**

THIS AGREEMENT is made and entered by and between Ford County, Kansas ("County") and the City of Dodge City, Kansas ("City") effective this 5th day of November, 2007.

RECITALS

WHEREAS, the County and City have previously entered into an agreement providing for the establishment of the Dodge City/Ford County Communications Board and Department (Ford County Resolution No. 1997-9 and City of Dodge City Ordinance No. 3202);

WHEREAS, the County and City Commissions have determined continuation of the Dodge City/Ford County Communications Board and Department is in the best interest of the public and the agencies it serves;

WHEREAS, the County and City Commissions have agreed to certain modifications to the 1997 agreement to clarify responsibilities, operations and procedures for the Dodge City/Ford County Communications Board and Department;

AND WHEREAS, the Kansas Interlocal Cooperation Act (K.S.A. 12-2901 *et seq.*) provides that local governmental units may enter into agreements for joint and cooperative actions pursuant to the provisions of the Act.

AGREEMENT

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

1. **RECITALS.** The recitals as set out above are hereby incorporated by this reference.

2. **PURPOSE.** The purpose of this agreement is to continue the consolidation of communication operations and services for the following agencies:

- a. Ford County Sheriff's Department,
- b. Ford County Fire and Emergency Medical Services Department,
- c. Ford County Public Works Department,
- d. Dodge City Police Department,
- e. Dodge City Fire Department, and
- f. Dodge City Superintendent of Public Works and Utility Departments.

3. **DEFINITIONS.** For the purpose of this agreement, the following definitions shall apply:

- a. "Board" shall mean the joint Dodge City/Ford County Communications Governing Board as described and provided for herein.
- b. "Department" shall mean the joint Dodge City/Ford County Communications Department as described and provided for herein.
- c. "Director" shall mean the Dodge City/Ford County Communications Department Head.

4. **DEPARTMENT RESPONSIBILITIES.** The Department will provide all emergency and appropriate non-emergency communications for County and City departments. The Department will maintain the records required by the departments it serves and the records required by any federal, state or local agency it is governed by. The Department shall also be responsible for maintaining the annual FCC licenses required by the departments it serves. The

Department shall be operated in accordance with policies and procedures developed by the Director and approved by the Board. Emergency dispatches shall take priority over all other communications at all times. Commercial services may, with prior Board approval, be provided as a subsidiary function of the Department. The Department is presently located in the Ford County Government Center. Any change in location as recommended by the Board must have prior approval of both the County and City Commissions.

5. **DODGE CITY/FORD COUNTY COMMUNICATIONS BOARD.** The following persons shall be members of the Board:

- a. Ford County Sheriff,
- b. Chief of the Dodge City Police Department,
- c. Chief of the Ford County Fire and Emergency Medical Services,
- d. Chief of the Dodge City Fire Department,
- e. Director of the Ford County Public Works Department, and
- f. Dodge City Superintendent of Public Works.

The Board shall have an equal number of members from the County and the City. Board members will serve as long as they hold their respective office or position.

The Board shall elect from its membership a chairperson and a vice chairperson at its December meeting each year. The elected officers shall assume their positions at the following January meeting and shall serve a term of one year. The chairperson shall annually alternate between a County and City representative.

6. **MEETINGS.** The Board shall convene at such time and place as shall be fixed by the chairperson. A special meeting may be called by the chairperson or by any three (3) members of the Board.

7. **BOARD RESPONSIBILITIES.** The Board shall be responsible for developing, reviewing and approving operational policies and procedures for the Department. The Board shall appoint the Director and the Director shall hold the appointment until terminated by the Board or resignation by the Director. The Board shall develop, revise and maintain a job description for the Director. The Board shall review and evaluate the job performance of the Director at least annually. With the assistance of the Director, the Board shall develop an annual budget by June 1st each year.

8. **DIRECTOR.** The Board shall select and appoint a Director to serve at the pleasure of the Board. The Director may be removed, disciplined, or terminated at any time by majority vote of the Board. The Director shall serve in the capacity of a County department head and shall exercise day-to-day supervision over all employees within the Department based upon personnel policies developed by the Director and approved by the Board. The Director shall be responsible for the hiring, discipline and termination of all personnel working within the Department.

The Director shall develop, review and maintain written operating procedures for the Department, subject to approval by the Board. The Director shall serve as staff to the Board and maintain minutes of all Board meetings.

9. **BUDGET AND FINANCING.** The annual budget shall be developed and submitted to both the County and City Commissions by the Director and the Board chairperson. On or before the first day of July each year, the Board shall submit to the County Administrator and the City Manager a proposed budget for the next fiscal year. The final budget shall be subject to approval by both the County and the City Commissions. Once approved by both

Commissions, such approved budget shall be incorporated as part of the County's final budget and adopted and published by the Board of County Commissioners.

The Department's budget as approved and adopted shall be funded fifty percent (50%) by the County and fifty percent (50%) by the City. The amount funded shall be based on actual expenditures of the Department. Included in actual expenditures will be an annual transfer to the Board Communications Equipment Reserve Fund (the "Fund"). At the close of each budget year any unexpended budget for capital equipment or fixed assets shall be transferred to the fund. In the event funds are received from sources other than the County or the City, except reimbursed expenditures or income as the result of operations, such funds shall be deposited in the Fund. In the event actual expenditures from the Fund exceed the total amounts budgeted, both the County and City Commissions must approve any such expenditures before any funds are disbursed.

The Ford County Treasurer shall be the custodian and disbursing agent for the Department. The City Manager shall direct the City's finance director to pay to the Ford County Treasurer the City's portion of the Department's adopted budget. The City's payments and the County's allocation for the fiscal year shall be made quarterly, based upon the adopted budget. The City's payment and the County's allocation for the fourth quarter shall be based upon the balance of actual expenditures less previous payments, allowing for the balance of the Department's equipment line item to be transferred to the Communications Equipment Reserve Fund.

In the event of any major change which would materially alter the respective use of communication services by either the County or the City, the percentage of funds contributed by the Commissions may be renegotiated. Any changes in the percentage of funds contributed by the Commissions must have the prior approval of both Commissions.

10. **ACQUISITION OF PROPERTY.** All personal and real property acquired by the Department shall be titled in the County but the ownership interest shall be fifty percent (50%) by the County and fifty percent (50%) by the City. In the event this agreement is terminated, all personal and real property purchased or otherwise acquired shall either be distributed in kind or sold with any consideration received to be distributed fifty percent (50%) to the County and fifty percent (50%) to the City.

11. **EMPLOYEES.** Notwithstanding the equal budget contributions of the County and City Commissions, the Director and all employees of the Department shall be considered employees of the County and shall be subject to all County employment policies and procedures unless otherwise provided herein. Further, the Director and all employees of the Department shall be entitled to the same benefits, holidays, vacation time and other leave as any other County employee.

12. **LAW ENFORCEMENT SUBCOMMITTEE.** The Ford County Sheriff and the Dodge City Police Department Chief shall serve as a subcommittee for purposes of compliance with the State of Kansas Management Control Agreement for Regional Dispatch Centers. Such subcommittee is necessary for the Department to qualify for access to KCJIS, NCIC, NLETS and ALERT. Such subcommittee shall have final authority and approval concerning issues related to compliance with requirements of the Regional Dispatch Centers Agreement.

13. **VOTING MATTERS.** In all Board voting matters which result in a tie vote and in all matters requiring approval of both Commissions where agreement cannot be reached, the matter will be referred to the City Manager and the County Administrator who will be charged with making recommendations to resolve the matter.

14. **DURATION.** The duration of the agreement shall be perpetual. However, either the County Commission or the City Commission may terminate this agreement upon giving written notice to the other at least twelve (12) months prior to the effective date of the termination.

15. **REVIEW AND MODIFICATION.** This agreement may be reviewed at the request of either Commission and may be amended only by the mutual consent and agreement of the Commissions, expressed in writing, dated and signed.

16. **PRIOR AGREEMENTS.** This agreement constitutes the entire understanding and agreement between the parties with respect to the Department and supersedes all prior amendments, negotiations and discussions concerning any matter contained herein.

17. **EFFECTIVE DATE.** This agreement shall take effect upon its approval by the County and City Commissions, the Attorney General of the State of Kansas, and recording of the agreement with the Ford County Register of Deeds office and in the office of the Secretary of State of the State of Kansas.

18. **BINDING EFFECT.** This agreement shall be binding upon and extend to the benefit of the County and the City Commissions, their respective successors and assigns.

19. **VENUE.** Should any dispute result in litigation concerning the validity or interpretation of this agreement, venue for such action shall be in the District Court of Ford County, Kansas.

20. **APPLICABLE LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

21. SEVERABILITY. If any section, subsection or clause of this agreement shall 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.

22. APPROVAL AND AUTHORIZATION. Each Commission warrants and represents by its execution of this agreement that said agreement has been properly approved by the Commission and by its legal counsel, that the execution, delivery and performance of this agreement by such Commission has been authorized by resolution duly adopted by its Commission, and that this agreement constitutes a legal, valid and binding obligation of such Commission and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the County and City Commissions have caused this agreement to be executed and made effective as set forth herein.

FORD COUNTY BOARD OF COMMISSIONERS

By: _____
T. Kim Goodnight, Chair

Approved by the Ford County Board of Commissioners this _____ day of November, 2007.

Victoria Wells, Ford County Clerk

CITY OF DODGE CITY, KANSAS

By: _____
Kent Smoll, Mayor

Approved by the City of Dodge City, Kansas, this 5th day of November, 2007.

Nanette Pogue, City Clerk

Approved by the Attorney General of the State of Kansas this _____ day of November,
2007.

By: _____