

COMMISSIONER'S RECORD N

Douglas County Republican, Lawrence

shall be available for use by the "Commission" to pay any cost of the project. If, during the progress of the project, the funds so deposited are found by the "Commission" to be insufficient to cover the anticipated cost of the project or if, upon the completion of the project, it shall be found by the "Commission" that the cost of the project exceeds the estimated cost, the "county" agrees upon demand of the "Commission", to immediately place on deposit with the State Treasurer, to the order of the "Commission" its share of such additional cost or costs. The "county" guarantees the "Commission" and its contractors or contractor, to pay all cost under the construction contract entered into by the "Commission" as agent for the "county" which is not paid by the Federal Government, including additional costs not covered in the estimate or on deposit in the office of the State Treasurer but which are valid claims due and owing under the construction contract.

Paragraph Eight

The County agrees that upon being notified of the approval of the proposed project by the Public Roads Administration, it will furnish the "Commission" with satisfactory evidence that all the right of way shown on the approved plans, including right of way for borrow pits and channel changes, necessary for the construction of the project, has been acquired by the "county" without cost or obligation to the "Commission".

Paragraph Nine

The county agrees that upon the submission of said project to the Public Roads Administration it will enter into a contract with the Commission, satisfactory to the Public Roads Administration, for proper maintenance of the proposed project as long as the road is not a part of the State System of Highways. Such contract for maintenance shall be in conformity with the regulations of the Public Roads Administration under the Federal Highway Act.

Paragraph Ten

The county agrees to save the Commission harmless from any and all cost, liability, expense, damage, suits and claims of any kind whatsoever arising out of or in connection with the performance of this contract, the acquisition of the necessary right of way, or the construction or maintenance of the proposed project, or the acts of the Commission, its agents or employees, when acting under the provisions of this contract.

Paragraph Eleven

It is understood by and between the parties that the Commission is acting for the county in carrying out the provisions of this contract, and that as between the County and the Commission, the acts of the Commission under this contract or under the rules and regulations adopted by the Administrator of the Federal Works Agency pursuant to the Federal Highway Act of November 9, 1921, as amended, or through any requirements made by the Public Roads Administration in regard to the construction or maintenance of the project, shall be the acts of the county.

Paragraph Twelve.

The County, by these presents, does appoint the "Commission" as its agent to enter into any construction contract to construct the above mentioned project and by these presents ratifies all acts of the Commission in entering into any such contract.

Paragraph Thirteen.

It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the present board of commissioners of the county and their successors, in conformity with Chapter 287 Laws of Kansas, 1937, G.S. 1943 Suppl. 68-102b.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers this 12 day of June, 1945.

The County of Douglas, Kansas.

ATTEST: (Seal)

T. R. Gerhart, County Clerk.

L. H. Griffith

Chairman of Board

Ed Johnson

Member

M. N. Penny

Member

The State Highway Commission of Kansas

By Myron George,

Acting Director.

Attest: (Seal)

Myron George, Secretary

No further business, the board adjourned to meet Wednesday, June 20th.

ATTEST:

T. R. Gerhart
T. R. Gerhart, County Clerk.

L. H. Griffith
Chairman of the Board of County Commissioners
of Douglas County, Kansas.

June 20, 1945

The Board of County Commissioners met in regular adjourned session, all members of the board being present.

George Hedrick, Secretary of the Chamber of Commerce and the Agriculture Committee of the Chamber of Commerce met with the board of commissioners to discuss the proposed Farm Bureau budget for 1946.

The Register of Deeds appeared before the board, again asking for extra help. After some discussion, the Register of Deeds was authorized to hire additional help, temporarily, at 50¢ an hour