

AUG 6 1979

FILED
JOINT AGREEMENT
AUG 8 1979

FILED
JUL 5 1979

PAUL RIVIERE
SECRETARY OF STATE

HAROLD THOMPSON
County & Probate Court Clerk

THIS AGREEMENT entered into on 19 day of June 1979

HAROLD THOMPSON
County & Probate Court Clerk

1979, between the City of Jonesboro, Arkansas, by and through its Mayor and City Clerk, hereinafter referred to as "City" and the County of Craighead, Arkansas, by and through its County Judge, hereinafter referred to as "County" is as follows:

1. The parties agree to the joint purchase of the old Federal Building located at Church Street, Jonesboro, Arkansas.

2. The parties agree that this agreement will be valid and remain in full force and effect, so long as the City and County own the old Federal Building.

3. The parties agree to establish a joint commission to operate, manage maintain and use the old Federal Building. The joint commission shall be made up of six (6) persons. The City shall choose three (3) persons to serve on the commission, one of which shall be an alderman, and two of which shall be residents of the City of Jonesboro, Arkansas, who shall be qualified electors of the City of Jonesboro, Arkansas. The County shall select three (3) persons to serve, one of which shall be a member of the quorum court, and two of which shall be residents of the County of Craighead, who shall be qualified electors of the County of Craighead. The parties agree that the commission shall be known as the public facilities commission and shall have the power and authority to manage, operate, improve, expand and maintain the old Federal Building, its related properties and facilities and shall have full and complete charge of said building, its related properties and facilities, including the right to employ or remove any and all assistants and employees of whatsoever nature, kind or character, and to fix, regulate and pay their salaries, it being the intention of this agreement to vest in said commissioners unlimited authority to operate, manage, maintain, improve and extend said Federal Building, its related properties and facilities and to have full and complete charge thereof. Without limiting the generality of the foregoing, the commission shall have the power to enter into such contracts, agreements and arrangements as necessary to provide for operation and management of said Federal Building, such contracts, agreements and arrangements to pertain to all of the Federal Building property and facilities. The

Certified Copy
DATE 1-8-87
QUONIA POWELL
CITY CLERK

commission shall have the power to lease or rent any part or all of such Federal Building and its related facilities on short term or long term basis, as the commission shall deem necessary and appropriate to perform their duties and responsibilities and provide the desired services.

4. The parties agree that except as specifically reserved herein, or as such may be reserved by the laws of the State of Arkansas, to the governing body of the respective parties, the power and authority conferred upon the commission by this agreement shall be full and complete and it shall not be necessary that the City or County ratify, approve or confirm any action taken by the commission. Provided however, that nothing in this ordinance shall be construed as authorizing the commission to incur any indebtedness or obligations for which the City or County would have a general obligation.

5. The parties agree that all revenue derived from the operation of the Federal Building, after paying the operating expenses and maintenance, shall be set aside and used for additional improvements on said Federal Building.

6. The parties agree that the commission shall adopt such rules and regulations as they may deem necessary and expedient for the proper operation and management of the Federal Building, its related properties and facilities and shall have the authority to alter, change or amend such rules and regulations at their discretion.

7. The parties agree that the commission shall keep a record of all revenues and expenditures of the Federal Building, its related properties and facilities, and shall submit monthly reports to the City and County.

8. The commission shall submit to the City and County annually, before the City and County prepare their budgets, a statement of the amount of funds necessary for maintenance, operation and management of the Federal Building, its related properties and facilities above the estimated revenue and funds remaining on hand. The parties agree that each party shall pay one-half of all expenses incurred by the commission for the operation, management, maintenance and use of said Federal Building.

9. The parties agree that upon the sale of the Federal Building that this agreement shall terminate and that each party shall receive one-half of the sales price less expenses incurred in the sale of said Federal Building.

10. The parties agree that the commissioners shall be appointed by the Mayor and County Judge, respectively, and shall be confirmed by the respective governing bodies of the parties. The commissioners shall serve terms of two (2) years and shall continue in office until their successor has been appointed and confirmed.

IN WITNESS WHEREOF, we have set our hands and seal on the day and year first set out above.

COUNTY OF CRAIGHEAD, ARKANSAS

BY: *Donna J. M.*
County Judge

Attest:

Harold Thompson
County Clerk

APPROVED:

STEVE CLARK
ATTORNEY GENERAL

BY: *David L. Williams*
DAVID L. WILLIAMS
Assistant Attorney General