

## COOPERATION AGREEMENT

Between

THE CITY OF LAWRENCE, KANSAS  
DOUGLAS COUNTY, KANSAS  
and  
DOUGLAS COUNTY SENIOR SERVICES, INC

<sup>7<sup>th</sup></sup> **THIS COOPERATION AGREEMENT** (this "Agreement") is made and entered into this \_\_\_\_\_ day of November, 2012, by and between the City of Lawrence, Kansas (hereinafter referred to as the "City"), the Board of Commissioners of Douglas County, Kansas (hereinafter referred to as the "County") and Douglas County Senior Services, Inc. (hereinafter referred to as "DCSS").

### RECITALS

**WHEREAS**, the City, the County, and DCSS desire to continue cooperation in the planning and implementation of providing services to residents of Lawrence and Douglas County age 55 and older; and

**WHEREAS**, the purpose of DCSS as defined in its by-laws is to create opportunities that allow older Douglas County residents to remain independent and active in their homes and communities; and,

**WHEREAS**, a 12-member task force charged with developing recommendations to assist the City and County in retaining and attracting retirees was appointed in July 2011 and presented recommendations in May 2012 as part of the Retiree Attraction and Retention Final Report; and,

**WHEREAS**, the parties hereto enter into this Cooperation Agreement pursuant to K.S.A. 12-2908, as authorized by the Governing body of the City of Lawrence and the Board of County Commissioners of Douglas County and the Board of Douglas County Senior Services, Inc., for the purposes set forth below.

### AGREEMENT

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

**Section 1**     **PURPOSES.** The purposes for which the parties have entered into this agreement are to jointly establish a cooperative arrangement to best coordinate services to Lawrence and Douglas County residents over the age of 55 and to implement the recommendations outlined in the final report of the Retiree Attraction and Retention Task Force.

**Section 2**     **TERMS AND CONDITIONS.** Under the terms of this Agreement, the City, County and DCSS agree to the following:

- 1) In consultation with the City and County, DCSS Board of Directors shall appoint a qualified individual to the position of Executive Director. Appropriate representatives from the City and County government shall be involved in the selection and interview process to identify and select the best qualified candidate.
- 2) The Executive Director shall be a DCSS employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including oversight and administration of the senior center, senior meals, leisure and learning, community services and transportation programs.
- 3) Additional responsibilities of the Executive Director shall be coordinated with the City and County in implementing the recommendations of the final report of the Retiree Retention and Attraction Task Force, including but not limited to:
  - a. Development of a community portal as a single source of information about local services, programs, events, and activities available to people 55 years of age and older;
  - b. Assisting with support of advisory groups relating to retiree and aging issues;
  - c. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community;
  - d. Establishing an ambassador program comprised of volunteers to host retirees considering Lawrence as a place to live; and
  - e. Oversight of a marketing plan to attract retirees to Lawrence and Douglas County.
- 4) It is agreed that DCSS will provide to the City and County governing bodies quarterly reporting on the progress of DCSS and annual reporting during a joint meeting of the governing bodies of the City and County.
- 5) DCSS shall serve as coordinating entity for communication regarding services and programs for residents age 55 and older throughout Douglas County.
- 6) Financial and operational support for the services provided by DCSS will be provided in the following ways:
  - a. Use of a City facility for senior services programming and housing of the administrative functions of DCSS as outlined in a separate Facility Agreement;
  - b. Annual appropriation of funding by the County in amounts and installments as the County annually determines;
  - c. The City and County will provide 100% of the funding for the marketing program, subject to review in the budget process. The DCSS is not providing any funding for the marketing program. The City and County each agree to provide 50% of the remaining funding for a marketing program, subject to review in the budget process;
  - d. The City and County agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the total compensation package of the DCSS Executive Director position above what is included in the 2012 DCSS Agency Budget.
  - e. Private donations; and
  - f. Federal and state grants awarded directly to DCSS.

**Section 3** APPROVAL. This Agreement is effective upon being approved the governing bodies and signed by the appropriate representatives of the City, County and DCSS. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.

Each of the parties warrants and represents by the execution of this Agreement, that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized formal action of its governing body and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

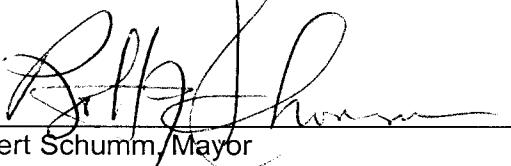
**Section 4** APPLICABLE LAW. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

**Section 5** SEVERABILITY. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should 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; and to this end the provisions of this Agreement are hereby declared to be severable and shall be presumed to have been agreed upon knowing that the various provisions of this Agreement are severable.

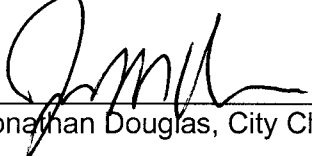
**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

**ON BEHALF OF THE CITY OF LAWRENCE, KANSAS**

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the 6<sup>th</sup> day of November, 2012.

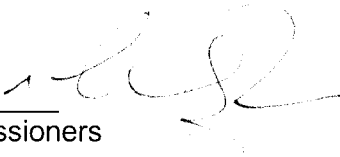
  
Robert Schumm, Mayor

Attest:

  
Jonathan Douglas, City Clerk

**ON BEHALF OF DOUGLAS COUNTY, KANSAS**

This Agreement is approved as authorized by the Board of County Commissioners of Douglas County, Kansas on the 7<sup>th</sup> day of November, 2012.

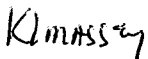
  
Mike Gaughan, Chair, Board of Commissioners

Attest:

  
Jamie Shew, County Clerk

**ON BEHALF OF DOUGLAS COUNTY SENIOR SERVICES, INC**

This Agreement is approved as authorized by the Board of Directors of Douglas County Senior Services, Inc. on the 21 day of November, 2012.

  
Kenny Massey, Chair

## AGREEMENT

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of November, 2012, by and between the City of Lawrence, Kansas, a municipal corporation (hereafter "City") and Douglas County Senior Services, Inc., a Kansas not-for-profit corporation (hereafter "DCSS").

WHEREAS, City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, located on the northwest corner of 8<sup>th</sup> and Vermont Streets, Lawrence, Kansas (hereafter "Building"); and

WHEREAS, DCSS has occupied and by this Agreement will continue to occupy the portion(s) of Building setforth and identified on Exhibit "A" hereto for the purpose(s) and consideration and in accordance with the terms, conditions, promises and agreements herein stated (hereafter "Leased Space").

NOW THEREFORE, in consideration of the terms, condition, promises and obligations of the parties, the nature, extent and sufficiency of which are agreed to by the parties, they hereby agree, as follows:

1. The above-stated recitals are by reference incorporated herein and made a part of this Agreement as here if fully restated herein.

2. The initial term of the Agreement shall be for a period of ten (10) years, commencing the 1<sup>st</sup> day of December, 2012, and continuing through the end of the 30<sup>th</sup> day of November 2022, unless sooner terminated pursuant to the terms of Agreement.

3. If, at least three (3) months before the end of the initial term of agreement, or the termination date of any subsequent renewal period, DCSS shall notify City in writing delivered to and received by the Lawrence City Clerk that it desires to continue its use of that portion of Building identified Exhibit "A" hereto as a Senior Center, the parties shall, within thirty (30) days of the date of the written request to renew, meet and confer on such request. During such meeting the parties shall agree to continue the use of said property by DCSS under the same terms and conditions as provided in the then current Agreement; shall agree to changes to or modifications of the then current Agreement; or upon the advice of either party the Agreement shall terminate and be of no further force and affect following the termination date setforth in the then current Agreement. Upon the renewal of Agreement, with or without changes, to be agreed to by the parties, each such renewal shall be for a period of five (5) years, unless the parties agree otherwise.

4. DCSS shall do, or cause to be done, at its sole cost and expense:

a. Maintain the leased premises in a good, safe, clean and sanitary condition.

b. Keep the interior of Leased Premises, including walls, windows, ceiling and floors, including floor coverings, in a good and safe state of repairs.

c. Pay City the sum of one-dollar (\$1.00) the amount and upon the signing of Agreements sufficiency of which are acknowledged by City.

d. Shall pay to City, within ten (10) days from the date City delivers written notice to DCSS of its share of the current charges for providing gas and electrical services to the entire Building, with DCSS's share of the total bills being forty percent (40%), which represents the proportion of Leased Premises to the entire interior square footage of Building.

5. DCSS shall, at its own cost, carry a Tenant's insurance policy whereby its personal property on located in or on the Building is insured for loss or damage caused by fire, wind, hail, water, tornado, theft, vandalism and other forms of coverage customarily provided by such insurance policies. The policy(ies), shall be written and issued by an insurance company(ies) duly authorized to do business in the state of Kansas. A copy of such insurance policy(ies), or a declaration of such policy(ies) shall be delivered to the office of the City Clerk for the City and shall provide that such policy(ies) shall not be cancelled without thirty (30) days advance written notice addressed to the office of said City Clerk.

The policy(ies) of insurance to be provided by DCSS shall contain a non-subrogation clause providing that neither the insured or its insurer can make and sustain a claim against City for any loss to the insured property caused by the contribution, fault or failure of City, its agents, servants, employees, guest, or officials, elected or appointed. DCSS shall immediately notify its insurance company of this non- subrogation requirement and cause such to be endorsed on all policies issued to cover its said property.

6. City shall do, or cause to be done, at its sole cost and expense, the following:

a. Maintain and keep in a good state of repair the roof, exterior walls, entrances and approaches to Building.

b. Provide, without cost to DCSS, water, sewer and sanitation services for the entire Building.

c. Share the cost of gas and electricity for Building with DCSS, in accordance with the formula setforth in paragraph 4d. hereof.

d. Maintain the trees, shrubs, flower beds and grounds located around Building.

e. Cause to be added to or endorsed on the policy(ies) of insurance issued to cover loss and damage to Building caused by fire, wind, hail, water and other extended coverage, a non- subrogation clause whereby it relieves DCSS, its members, guest, employees, servants, agents, officials, elected or appointed, from subrogation by DCSS and/or its insurance company(ies) for loss or damage to Building caused by or contributed to by any of them. City shall provide DCSS a copy of said policy(ies) so endorsed, or a written declaration of such coverage. The policy(ies) shall also provide that it will not be cancelled without thirty (30) days prior written notice addressed to DCSS at Premises.

7. It is recognized and understood by the parties that at some unknown time City may have a public need for DCSS to vacate and surrender Leased Premises to City prior to the end of the regular or renewal period of Agreement then in effect. DCSS agrees, that upon written notice by City it will vacate the Leased Premises no later than ninety (90) days of such notice to vacate.

8. It is understood and agreed that DCSS shall use the Leased Space solely for purposes of providing assistance, advice and recreation for senior citizens of Douglas County, Kansas, and guests.

9. It is further understood and agreed that DCSS shall not sublet, or otherwise permit any other person or entity to occupy or use any portion of Leased Space without the express written authorization of City.

10. It is understood and agreed that Agreement is not assignable by DCSS without the express written permission of City.

11. The parties agree that all renewals of and modifications and amendments to Agreement shall be in writing duly approved by the parties.

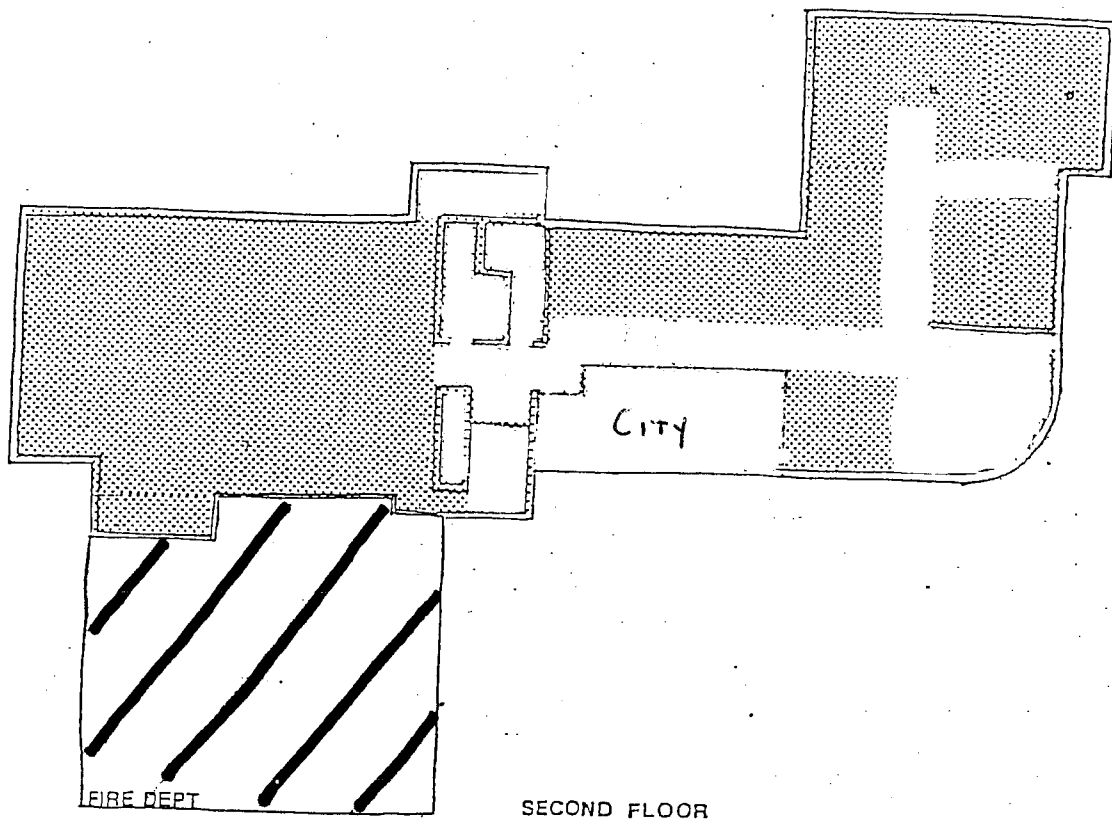
In Witness Whereof this Agreement is executed on behalf, and at the direction, of the parties on the dates(s) shown, with the last of those dates to be the effective date of Agreement.

City of Lawrence, Kansas,  
a municipal corporation

By:  November 20, 2012  
David L. Corliss, City Manager

Douglas County Senior  
Services, Inc., a  
Kansas Corporation

By:  November 10, 2012  
Kenny Massey, Chair, Board of Directors



Dotted AREA Occupied by DCSS

Vermont Street

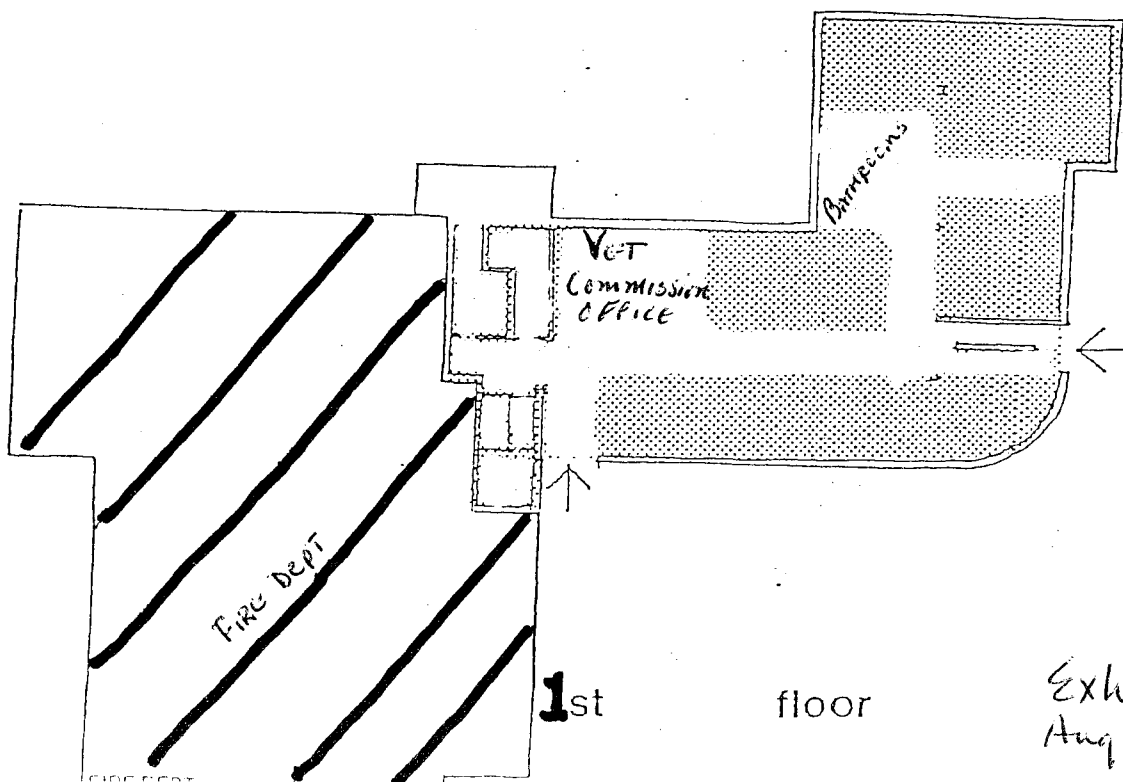


Exhibit A  
Aug 2012



ATTACHMENT B

Space occupied by DCSS at 745 Vermont

August 2012

<u>Office Space</u>	<u>Miscellaneous Space</u>
1928 sq. ft (Seven offices)	5178 sq. ft*

Total: 7106\*\*\*

Total space (non-Fire/Medical): 25196\*\*

\*Copy Room—117

Large Meeting Room (2<sup>nd</sup> Floor)—2173

Pool Table Area—390

Meals Site—1035

Board/Conference Room—300

Multipurpose Room—551

Reception Area—495

Break Room—117

\*\* per 1980 memorandum attachment

\*\*\*not included: basement, bathrooms, city work comp offices, hallways, Veteran's Commission office, equipment areas

Ratio: 7106 sq. ft. /25196\*\* sq. ft. 29% of space occupied by DCSS