

## CONTRACT

THIS CONTRACT made and entered into on this 10 day of November, 2017, by and between the City of Lawrence, Kansas, a municipal corporation (the "City"), and the County of Douglas, State of Kansas, a municipality (the "County").

## RECITALS

WHEREAS, this contract is made and entered into pursuant to the authority of K.S.A. 12-2908, and is not to be regarded as an interlocal agreement;

WHEREAS, the City is the owner of that certain real estate, together with the improvements thereto and appurtenances thereon, commonly known and referred to as Fire Station No. 1 located at 749 Kentucky Street, Lawrence, Kansas (the "Station");

WHEREAS, the Station will, upon completion of its renovations, house City Fire Station No. 1 and its vehicles, firefighting equipment, personnel, offices, quarters and facilities for the use by and benefit of the Station personnel while on duty and administrative offices;

WHEREAS, under date of November 7, 2012, City entered into a written facility agreement with Douglas County Senior Services, Inc., a Kansas not-for-profit corporation ("DCSS") granting DCSS the use and occupancy of 7,106 Square feet of the 25,196 square feet of the Station space not occupied by City of Lawrence Douglas County Fire Medical units, a copy of which is attached hereto as Attachment "A";

WHEREAS, effective October 1, 2016, the name of Douglas County Senior Services, Inc., a Kansas not-for-profit corporation, was changed to Senior Resource Center for Douglas County, Inc., a Kansas not-for-profit corporation, as evidenced by the not-for-profit corporation certificate of amendment, a copy of which is attached hereto as Attachment "C", (the "SRC");

WHEREAS, under date of November 7, 2017, the City, the County, and SRC entered into a written cooperation agreement, a copy of which is attached hereto as Attachment "B", which outlines the purpose(s) for which SRC was organized, its organizational chart and the contributions and support SRC is to be provided and given by the City and the County, including use of that part of the Station set forth and described in Attachment "A" hereto;

WHEREAS, it has been determined and agreed to by the City and the County, that the Station requires significant reconstruction and modernization (the "Reconstruction Project"), as set forth in the October 4, 2016 letter by Tom Markus, City Manager for the City, addressed to Craig Weinaug, County Administrator for the County, a copy of which is attached hereto as Attachment "D";

WHEREAS, in keeping with the proposed cost sharing between the City and the County the costs for the reconstruction of the Station, as set forth in Attachment "D" the City and the County do hereby agree to be bound by the terms, conditions and requirements of this Contract; and

WHEREAS, the Recitals are adopted and made a part of this contract.

NOW THEREFORE, the City and the County, in and for the consideration(s) and benefits set forth herein, the nature and extent of which are agreed to by them, do agree as follows;

1. The total estimated cost of the Reconstruction Project is \$6,625,246.00. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of the issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
  - a. Lawrence-Douglas County Fire Medical Department Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence-Douglas County Fire Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$3,949,980. Accordingly, the County's share of the total cost of the LDCFM Portion is estimated to be \$1,012,775, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$2,937,205, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
  - b. Senior Resource Center for Douglas County, Inc. The County will pay 32% of the actual cost for that part of the Reconstruction Project that will be occupied and used by the Senior Resource Center for Douglas County, Inc. ("SRC Portion") pursuant to an agreement between the City and SRC dated November 10, 2017. Current estimates show that the total cost of the SRC Portion is \$2,675,266. Accordingly, the County's share of the total cost for the SRC Portion is estimated to be \$856,085, plus interest and the costs of issuance. The City's share of the cost for the SRC Portion is estimated to be \$1,819,181, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project. The City and County also agree to split the actual costs of the temporary lease space and incidental moving expenses for SRC as outlined in Section 5 in accordance with the same County portion at 32% and the City portion at 68%. These costs will be included with the actual cost calculation after completion and acceptance of the Reconstruction Project and are included in the cost estimates provided in this paragraph.
  - c. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As

soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.


2. The County has paid timely to the City, the sum of \$520,000.00 to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of a least \$100,000.00. The payment is to be made with or without invoice, notice, or written demand by the City, until such time as the principle balance together with all accrued and unpaid interest is paid in full. The County agrees to make the first such annual payment on a date in 2018 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received from the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City's and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 et seq.
4. The County shall have the option to pay down its principal balance, including paying it in full, at any time, without penalty. Such payment(s) shall be first applied to accrued interest, with the balance applied to the principal.
5.
  - a. The SRC did, on November 21, 2016, enter into a Commercial and Industrial Lease Agreement (the "Lease") with the Dwayne Peaslee Technical Training Center, Inc., a Kansas not-for-profit corporation (the "Landlord"), for the occupancy of a portion of the real estate located at 2920 Haskell Avenue, Lawrence, Kansas 66049, a copy of the lease being attached hereto as Attachment "E". It is the sole responsibility of the SRC to pay all of the lease payments directly to the Landlord and on the date of each payment SRC shall invoice the City for reimbursement of the amount of each such payment, with reimbursements of lease payments not to exceed \$47,620.00 for the twenty-month term of the lease. In addition to the Lease payments the City will reimburse SRC, upon receipt of an invoice from SRC, an amount not to exceed \$5,000.00 for incidental expenses incurred by SRC for its relocation to the leased premises and its ultimate return to its station quarters.
  - b. Although the City agrees to reimburse SRC for the lease payments it makes to Landlord under the Lease, together with up to \$5,000.00 for incidental expenses incurred in SRC's move to the leased premises and return to its Station quarters, it is explicitly understood and agreed that the SRC and the City are not engaged in any form or undertaking of agency, partnership or fiduciary relationship; and that any expenses, undertakings, liabilities, commitments, judgments or obligations of any kind or nature incurred or created by SRC, other than reimbursement of the Lease payments by SRC to Landlord, not to exceed \$47,620.00 and the incidental expenses incurred by the SRC in its relocation to the Leased Premises and its return to the Station, not to exceed \$5,000.00.

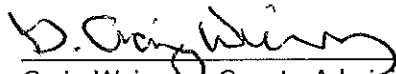


- c. The City has agreed to allow SRC to occupy a portion of the building owned by the City, located in North Lawrence and known as the Swan Building, for storage during the reconstruction period of the Station. The City will have no responsibility for the safe keeping of any of SRC's property stored in the Swan Building and it is SRC's option to insure such property. If SRC elects not to insure its property and there is loss or damage to the property, no matter the cause, City will not have or assume any liability or pay any damages for property so lost, including damages for loss of use thereof.
- d. It is agreed by the parties that the City will advance the costs of the move-out, relocation and move-back by SRC, with the County to credit the City for 32% of such costs at the time the actual costs and Interest Calculations are made pursuant to paragraph 1.C. herein.

IT IS MUTUALLY AGREED by and between the parties that they will cooperate, each with the other, in the development of the final plans for the Reconstruction Project and the costs thereof, with City to execute and manage the Reconstruction Project including the issuance of the general obligation bonds referred to above.

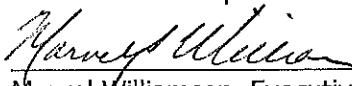
IN WITNESS WHEREOF, this contract is executed on behalf, and at the direction of the parties on the date(s) shown, with the last of those dates to be the actual date of the contract.

City of Lawrence, Kansas,  
 a Municipal Corporation  
  
 Thomas M. Markus, City Manager      11/10/17      Date

Douglas County, Kansas,  
 a Municipal Corporation  
  
 Craig Weinaug, County Administrator      11-2-17      Date

ACCEPTANCE

In as much as SRC is not a named party to this contract, although it is the beneficiary of services to be provided by the City and the County during the renovation of the Station; the SRC hereby agrees to be, upon the execution of this acceptance, bound by and comply with the terms, conditions and obligations required of it by this Acceptance.

Senior Resource Center for Douglas County, Inc.  
 a Kansas not-for-profit  
  
 Marvel Williamson, Executive Director      10/27/17      Date

Attachment A

**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.

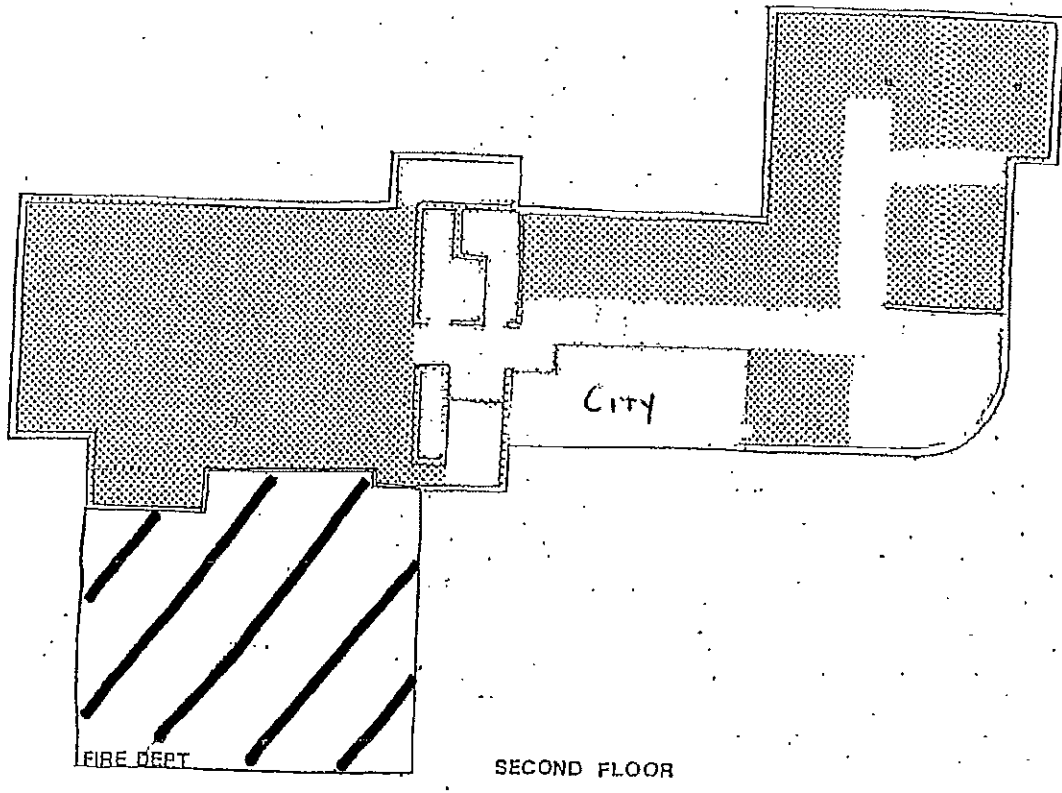
In Witness Whereof this Agreement is executed on behalf, and at the direction, of the parties on the dates(s) shown, with the last of those dates to be the effective date of Agreement.

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

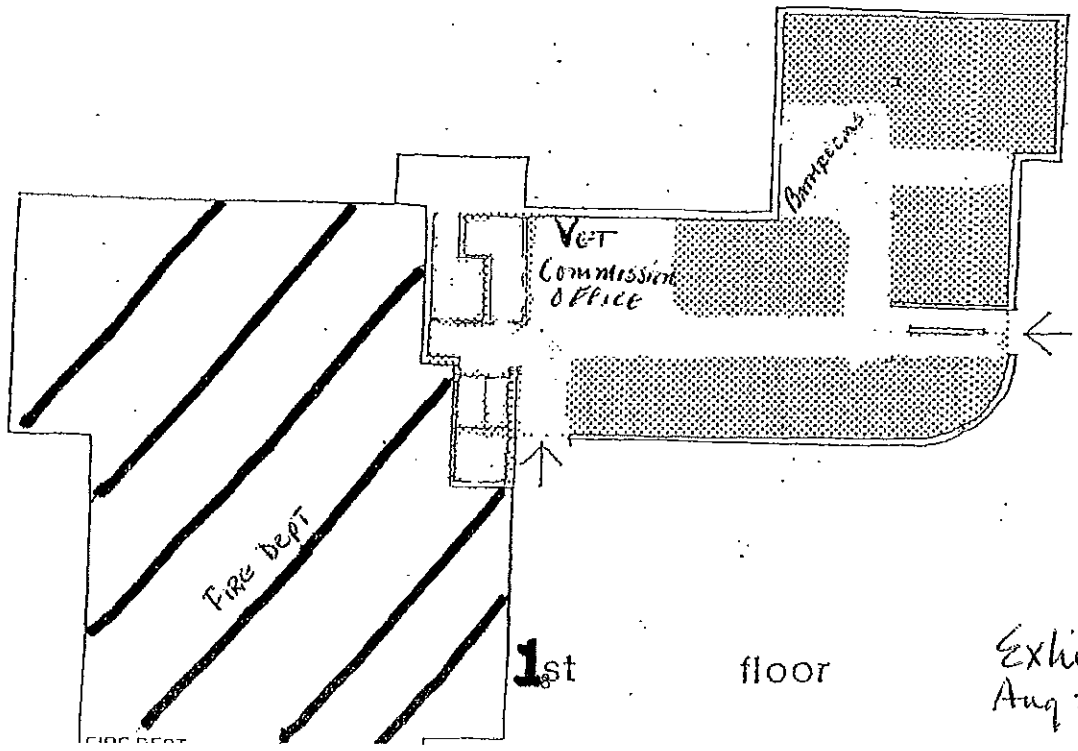


Exhibit A  
Aug 2012



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

Attachment B

**COOPERATION AGREEMENT**

**Between**

**THE CITY OF LAWRENCE, KANSAS  
DOUGLAS COUNTY, KANSAS**

**and**

**SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC**

**THIS COOPERATION AGREEMENT** (this "Agreement") is made and entered into this 7 day of November, 2017, 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 Senior Resource Center for Douglas County, Inc. (hereinafter referred to as "SRC").

**RECITALS**

**WHEREAS**, the City, the County, and SRC desire to continue cooperation in the planning and implementation of providing services to senior residents of Lawrence and Douglas County; and

**WHEREAS**, the purpose of SRC as defined in its by-laws is to provide resources, services, opportunities, and advocacy that enhances the quality of the second half of life; and,

**WHEREAS**, under date of November 7, 2012, The City, the County and Douglas County Senior Services, Inc. (now SRC), entered into a written cooperation agreement, a copy of which is attached hereto as Attachment "A", which outlined the purpose(s) for which DCCS, and now SRC, was organized, operated and managed at that time; and

**WHEREAS**, The City, The County and SRC, under even date with the agreement, have entered this cooperation agreement, a copy of which is attached to the agreement as Exhibit "AA", thereby terminating and replacing the original written cooperation agreement by and between the parties, Attachment "A" hereto; 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 Senior Resource Center for Douglas County, 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 senior residents and potential residents.

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

- 1) In consultation with the City and County, SRC Board of Directions 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 SRC employee, with a work plan to support the ongoing mission of that agency as outlined in the by-laws, including but not limited to:
  - a. Oversight and administration of the senior center;
  - b. Maintenance of a community portal as a single source of information about local services, programs, events, and activities available to seniors;
  - c. Assisting with support of advisory groups relating to retiree and aging issues;
  - d. Ongoing review and identification of ways to serve the evolving social needs and expectations of an aging community; and
  - e. Promoting Lawrence and Douglas County as good places to retire.
- 3) It is agreed that SRC will provide to the City and County governing bodies reports upon request.
- 4) SRC shall serve as coordinating entity for communication and planning regarding services and programs for seniors throughout Douglas County.
- 5) Financial and operational support for the services provided by SRC will be provided in the following ways:
  - a. Use of a City facility for senior services programming and housing of the administrative functions of SRC 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 agree to provide on an annual basis, and subject to annual review in the respective budget processes, 50% each of the amount of the compensation package of the SRC Executive Director position above what is included in the 2012 SRC agency budget.
  - d. Private donations and grants;
  - e. Federal and state grants awarded directly to SRC; and
  - f. Selected fees for services and events.

**Section 3** APPROVAL. This Agreement is effective upon being approved by the governing bodies and signed by the appropriate representatives of the City, County and SRC. 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 by 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 7<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Leslie Soden, Mayor

Attest:  
  
\_\_\_\_\_  
Sherri Riedemann, 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 1 day of November, 2017.

  
\_\_\_\_\_  
Mike Gaughan, Chair, Board of Commissioners

Attest:  
  
\_\_\_\_\_  
Jamie Shew, County Clerk

**ON BEHALF OF SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC**

This Agreement is approved as authorized by the Board of Directors of Senior Resource Center for Douglas County, Inc. on the 30 day of October, 2017.

  
\_\_\_\_\_  
Judy Wright, Chair


Attachment C

**AN**  
53-15  
5415

**KANSAS SECRETARY OF STATE  
Not-For-Profit Corporation  
Certificate of Amendment**

**Kansas Office of the Secretary of State:**

Memorial Hall, 1st Floor (785) 298-4564  
120 S.W. 10th Avenue kssos@sos.ks.gov  
Topeka, KS 66612-1594 www.sos.ks.gov

3576 01 053 013 \$20.00	FILED BY KS SOS 09-26-2016 04:03:38 PM FILE#: 0273136
 04593786	

This form must be complete and accompanied by the correct filing fee or the document will not be accepted for filing.

**1. Business entity ID number**  
Not Federal Employer ID Number (FEIN). **0273136**

**2. Name of corporation**  
Must match name on record with Secretary of State. **Douglas County Senior Services, Inc.**

**3. The articles of incorporation are amended as follows:**  
Article First is amended to change the name of the Corporation to Senior Resource Center for Douglas County, Inc.

4. The amendment was adopted in accordance with the provisions of K.S.A. 17-6602, 17-1608, or 17-7302.

**5. Effective date**

Upon filing       Future effective date:

Month	Day	Year
10	01	2016

**6. I declare under penalty of perjury under the laws of the state of Kansas that the foregoing is true and correct, and that I have remitted the required fee.**

Signature of Authorized Officer: *Dr. Marvel Williamson*      Month: 09      Day: 23      Year: 2016

Name of Signer (printed or typed): **Dr. Marvel Williamson**

Phone Number: **(785) 727-7880**



I hereby certify this to be a true and correct copy of the original on file.  
 Certified on this date: 9-26-2016  
**KRIS W. KOBACH**  
 Secretary of State *Kris W. Kobach*

NR



**KRIS W. KOBACH**  
Secretary of State



Memorial Hall, 1st Floor  
120 S.W. 10th Avenue  
Topeka, KS 66612-1594  
(785) 296-4564

## STATE OF KANSAS

September 26, 2016

STEVENS & BRAND, L.L.P.  
ATTN: REBECCA WEMPE  
P.O. BOX 189  
LAWRENCE, KS 66044

RE: SENIOR RESOURCE CENTER FOR DOUGLAS COUNTY, INC.

ID #: 27-313-6

To The Corporation

A certified copy of the amendment that was recently filed in the Corporations Division of our office is enclosed.

Every corporation in Kansas is assigned an identification number. Use of this number in any correspondence with our office will give us immediate access to your file and enable us to offer you faster, more efficient service. Your corporation's identification number is at the top of this letter.

nr



# City of Lawrence

CITY MANAGER'S OFFICE

THOMAS M. MARKUS  
CITY MANAGER

City Offices  
PO Box 708 66044-0708  
www.lawrenceks.org

6 East 6<sup>th</sup> St  
785-832-3000  
FAX 785-832-3405

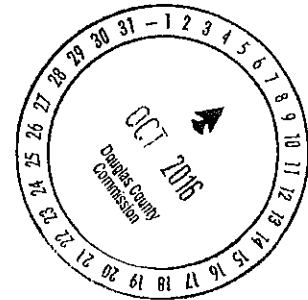
CITY COMMISSION

MAYOR  
MIKE AMYX

COMMISSIONERS  
LESLIE SODEN  
STUART BOLEY  
MATTHEW J. HERBERT  
LISA LARSEN

October 4, 2016

Craig Weinaug, County Administrator  
Douglas County  
Douglas County Courthouse  
1100 Massachusetts Street  
Lawrence, KS 66044



Re: Proposed Cost-sharing for Reconstruction of Fire Station No. 1

Dear Craig:

This letter memorializes our recent discussions related to sharing the costs of the City's reconstruction project of Fire Station No. 1, located at 746 Kentucky Street in Lawrence (the "Reconstruction Project"). If the cost-sharing terms set forth in this letter are acceptable to our respective governing bodies, then City staff will prepare a written agreement consistent with the agreed upon terms.

1. The total estimated cost of the Reconstruction Project is \$6,378,154.00. The City presently intends to issue general obligation bonds to fund a portion of the costs of the Reconstruction Project. Douglas County agrees to reimburse the City a portion of the actual cost of the Reconstruction Project, plus the interest and costs of issuance related to the general obligation bonds issued by the City to finance the project as set forth herein.
  - A. Lawrence Douglas County Fire Medical Dept. Improvements. The County will pay 25.64% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Lawrence Douglas County Fire and Medical Department ("LDCFM Portion"). Current estimates show that the total cost of the LDCFM Portion is anticipated to be approximately \$3,857,978.58. Accordingly, the County's share of the total cost for the LDCFM Portion is estimated to be \$978,185.71, plus interest and costs of issuance. The City's share of the total cost for the LDCFM Portion is estimated to be \$2,868,792.87, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.
  - B. Douglas County Senior Services, Inc. The County will pay 32% of the actual total cost for that part of the Reconstruction Project that will be occupied and used by the Douglas County Senior Services, Inc. ("DCSS Portion") pursuant to an agreement between the



City and DCSS dated November 7, 2012. Current estimates show that the total cost of the DCSS Portion is \$2,520,175.42. Accordingly, the County's share of the total cost for the DCSS Portion is estimated to be \$806,456.13, plus interest and the costs of issuance. The City's share of the cost for the DCSS Portion is estimated to be \$1,713,719.29, plus interest and costs of issuance. The actual amount to be shared by the respective parties will be determined after completion and acceptance of the Reconstruction Project.

- C. Actual Costs and Interest Calculation. Once the City has completed the Reconstruction Project and received and verified all invoices for the same, the City shall provide a written summary of the actual costs of the Reconstruction Project to the County Administrator. The County shall be responsible for payment of its share of the actual costs of the Reconstruction Project as agreed upon by the parties. The City shall make available to the County upon reasonable notice its books and records, including all invoices, related to the Reconstruction Project and the City's bonds issued to finance the Reconstruction Project. The County agrees to pay its share of the interest, with the rate of interest equal to the interest rate assessed to the City on the general obligation bonds issued for the Reconstruction Project. As soon as practicable after issuance of the City bonds, the City shall provide the County with a debt service schedule.
2. The County agrees to pay to the City on or before December 31, 2016, the sum of \$520,000 to be applied by the City to the County's portion of the actual total costs of the Reconstruction Project.
  3. The County agrees to pay the remaining balance of the County's portion of the actual total cost of the Reconstruction Project in consecutive, annual installments of at least \$100,000 until such time as the balance is paid in full. The County agrees to make the first such annual payment on a date in 2018 that is mutually agreed upon by the parties. The Cost Sharing Agreement shall set forth the date payments are due in the subsequent years. Payments received by the County will first be applied to accrued interest with the balance applied to the principal. The Cost Sharing Agreement for the Reconstruction Project shall acknowledge the City and County's obligations to comply with the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.*
  4. The County shall have the option to pay down its balance, including paying it in full, at any time, without penalty.

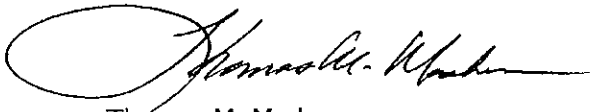
Temporary Relocation of Douglas County Senior Services, Inc.

We have also discussed the possibility of temporarily relocating DCSS to the County's building at 1242 Massachusetts Street during the Reconstruction Project. We propose the City and the County split equally the cost to make the building usable for DCSS. The City would agree to be responsible for the utilities while it is occupied by DCSS. We request the County make the space available to DCSS free of rent for the duration of the Reconstruction Project. If this arrangement is also acceptable to your Commission, please let me know and City staff can incorporate the terms into an agreement.

Craig Weinaug  
October 4, 2016  
Page 3 of 3

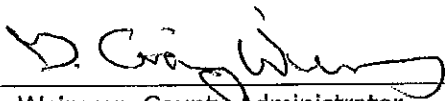
The reconstruction of the City's facility at 746 Kentucky Street will benefit the City and County greatly. The City appreciates the Board of County Commission's consideration of this cost-sharing plan for the project. If I have overlooked anything, please do not hesitate to contact me. If your governing body finds the above terms satisfactory, I request that you sign and date this letter in the space provided below, and return it to me at your earliest convenience. I look forward to hearing from you.

Sincerely,



Thomas M. Markus  
City Manager

The Board of County Commissioners of Douglas County approved the Proposed Cost-sharing for the City's reconstruction of Fire Station No. 1, and has authorized me to sign below.



Craig Weinaug, County Administrator

Date: 10/12/16

**COMMERCIAL AND INDUSTRIAL LEASE AGREEMENT**

THIS LEASE is made as of the 21<sup>st</sup> day of November, 2016, by and between The **Dwayne Peaslee Technical Training Center, Inc. ("Landlord")**, with an address of 2920 Haskell, Lawrence, Kansas 66049, and **Senior Resource Center for Douglas County, Inc.**, a Kansas corporation ("**Tenant**") with an address of 745 Vermont Street, Lawrence, Kansas 66044.

In consideration of the covenants and agreements and payments set forth herein, the sufficiency of such consideration being hereby acknowledged, the parties agree as follows:

1. **PREMISES.** Subject to the covenants and conditions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the offices and related facilities located at 2920 Haskell Avenue, Lawrence, Douglas County, Kansas, as more specifically described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").
2. **USE OF PREMISES.** Unless the parties agree otherwise in writing, the Premises will be used only for general office and administrative uses (collectively, the "Permitted Use").
3. **TERM.** The term of this Lease (the "Term") is for twelve (12) months, commencing on the 1st day of January, 2017, and ending on the 31<sup>st</sup> day of December, 2017.
4. **POSSESSION.** Notwithstanding the Term, Tenant may take possession immediately upon execution of this Lease Agreement and upon Landlord's receipt of the first month's Lease Payment and the Security Deposit and proof of insurance. All terms and conditions herein shall become immediately effective and binding upon execution of This Lease Agreement. Once Tenant takes possession, Tenant may begin making Tenant's improvements for the purpose of preparing the Premises for use by Tenant. During the Term of this Lease, Tenant shall have access to the Premises 24x7x365.
5. **OPTION TO EXTEND.** Provided that this Lease shall be in good standing and in full force and effect and that Tenant shall not be in default of any of the terms, conditions, covenants and obligations of this Lease, Tenant shall have the option to extend the Term of this Lease on a month-to-month basis for up to an additional 6 months ("Extension"); provided, that Tenant shall provide Landlord with three (3) months' advance notice of termination of this Lease. All terms and conditions herein described shall remain in full force and effect during the extension period.
6. **LEASE PAYMENT.** Tenant shall pay to Landlord a total sum of Twenty-eight Thousand Five Hundred Seventy-two and no/100 Dollars (\$28,572.00) as Lease Payments in monthly installments of Two Thousand Three Hundred Eighty-one and no/100 Dollars (\$2,381.00), each due and payable in advance, without notice or demand at Landlord's above stated address, or at any other place Landlord designates in writing. The first monthly Lease Payment for January, 2017 shall be paid with the execution of this Lease, and the next Lease Payment will be due February 1, 2017. All subsequent monthly payments shall be made on the 1<sup>st</sup> day of each succeeding month during the remainder of the Term.

*August 2018*

7. LATE PAYMENTS. In the event any installment of Lease Payments is not paid by the tenth (10<sup>th</sup>) day of the month for which said installment is due during the term or extended term of this Lease, Tenant shall pay to Landlord a late fee equal to ten percent (10%) of the amount unpaid.
8. SECURITY DEPOSIT. Concurrently with its execution of this Lease, Tenant shall deliver to Landlord Two Thousand Three Hundred Eighty-one and no/100 Dollars (\$2,381.00) as security for the performance by Tenant of every covenant and condition of this Lease (the "Security Deposit"). Said Security Deposit may be co-mingled with other funds of Landlord and shall bear no interest. If Tenant shall default with respect to any covenant or condition of this Lease, including, but not limited to the payment of rent, Landlord may apply the whole or any part of such Security Deposit to the payment of any sum in default or any sum which Landlord may be required to spend by reason of Tenant's default. If any portion of the Security Deposit is so applied, Tenant, upon demand by Landlord, will deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount. Should Tenant comply with all of the covenants and conditions of this Lease, the Security Deposit or any balance thereof shall be returned to Tenant promptly after expiration of the term thereof.
9. UTILITIES AND OPERATING EXPENSES. The Lease Payments made by Tenant to Landlord shall include all utilities and operating expenses. Landlord shall provide all utilities and operation of the common areas at Landlord's sole expense.
10. PROPERTY INSURANCE. Landlord shall maintain, at all times during the Term, at Landlord's sole cost, adequate property casualty insurance on the Premises and the building and land of which the Premises are a part, and its own liability coverage. Tenant shall comply with all reasonable requirements of Landlord's insurance provider(s), so the lowest property damage insurance and liability insurance rates in respect of the Premises may be obtained by Landlord; and nothing shall be done or kept in or on the Premises by Tenant which will cause an increase in the premium for any such insurance on the Premises or on any building of which the Premises are a part or on any contents located therein, over the rate usually obtained for the proper use of the Premises permitted by this Lease or which will cause cancellation or make void any such insurance.

Tenant shall maintain, at all times during the Term, adequate insurance on its personal property used, stored or kept in the Premises.

11. INDEMNITY AND LIABILITY INSURANCE. Except to the extent any of the following is caused by the gross negligence or willful misconduct of Landlord or as otherwise provided in this Lease, Tenant shall at all times indemnify, defend and hold Landlord harmless from all loss, liability, costs, damages and expenses that may occur or be claimed with respect to any person or persons, or property on or about the Premises or to the Premises resulting from any act done or omission by or through Tenant, its agents, employees, invitees or other person or persons specifically on the Premises by reason of Tenant's use or occupancy, or resulting from Tenant's possession of said property and any and all loss, cost, liability or expense resulting therefrom. Tenant shall maintain, at all times during the Term, comprehensive general liability insurance in a responsible insurance company, licensed to do business in the state in which the Premises are located and satisfactory to Landlord, properly protecting and indemnifying Landlord with single limit coverage of not less than \$1,000,000 for injury to or death of persons and for property



damage. During the Term, Tenant shall furnish Landlord with a certificate or certificates of insurance covering such insurance so maintained by Tenant and naming Landlord and Landlord's mortgagees, if any, as additional insureds.

12. ASSIGNMENT AND SUBLETTING. Tenant shall not assign, transfer or encumber this Lease and shall not sublease the Premises or any part thereof or allow any other person to be in possession thereof without the prior written consent of Landlord, in each and every instance to be determined in the sole discretion of Landlord.
13. SIGNS AND ADVERTISEMENTS. Tenant shall have the right to install, at Tenant's sole cost, a small sign near the building entrance. The size and design of the sign shall be subject to the advance approval of Landlord, which approval shall not be unreasonably withheld. Tenant acknowledges that any agreement for additional signage near the entrance drive will be subject to approval and further agreement of USD 497 and/or the City of Lawrence.
14. CONDITION OF PREMISES AT BEGINNING AND END OF TERM. Tenant acknowledges Tenant has inspected the Premises and, except as may be provided otherwise in this Lease, Tenant accepts the Premises in its present condition, with the exception of the renovation of the 8<sup>th</sup> office to be occupied by Tenant and replacement of furniture and removal of the sink in the conference room prior to Tenant's occupancy. At the end of the Term, Tenant will, at Tenant's expense, (a) surrender the Premises in as good a condition as the Permitted Use will have reasonably permitted; (b) remove all of Tenant's property from the Premises; (c) promptly repair any damage to the Premises caused by the removal of Tenant's property from the Premises; and (d) leave the Premises free of trash and debris and the building in "broom clean" condition.
15. LANDLORD'S RIGHT OF ENTRY. Landlord or Landlord's agent may enter the Premises on reasonable prior written notice and at reasonable hours to examine the same, and in a manner that does not disrupt Tenant's use and enjoyment of the Premises, to show the same to prospective lenders and purchasers, and to do anything Landlord may be required to do hereunder or which Landlord may deem necessary for the good of the Premises or any building of which they are a part; and during the last 120 days of this Lease, Landlord may display a "For Rent" sign on and show the Premises.
16. MAINTENANCE AND REPAIR BY LANDLORD. Landlord will maintain and keep in good repair, the roof, exterior walls, gutters downspouts, foundations, parking lots, driveways and approaches (including snow and ice removal) and all other structural components of the building of which the Premises are a part, corridors and access ways to and from the Premises, all underground plumbing and sewer lines, and water, gas and electric service lines to the point where such service lines enter the building of which the Premises are a part, mechanical equipment, appliances and systems, and heating, ventilating, air conditioning, plumbing, and sprinkler systems. Landlord will be under no obligation, and will not be liable for any failure, to make any repairs until and unless Tenant notifies Landlord in writing they are necessary, in which event Landlord will have a reasonable time after notice to make such repairs.

Landlord agrees to install internet wiring at \$25.00 per hour, plus related costs, such as server installations, to be paid by Tenant.

17. ENTRANCE DOORWAY. The Northwest doorway will serve as the primary entrance to Tenant's space. The existing door will be replaced by Landlord with a lockable door, with input as to type and design by Tenant. Tenant shall pay up to \$2,000.00 for the cost of the door and installation. Improvement of the sidewalk surface and entry door ledge to reduce falling hazards will be provided and paid for by Landlord.
18. DAMAGE BY CASUALTY. In case during the Term herein, the Premises or the building of which said Premises are a part, shall be destroyed or shall be so damaged by fire or other casualty as to become untenable, then in such event, at the option of Landlord or the Tenant, the Term shall cease and this Lease shall become null and void from the date of such damage or destruction and Tenant shall immediately surrender said Premises and all interest therein to Landlord, and Tenant shall pay rent within said Term, only to the time of such surrender; provided, however, that either party shall exercise such option to so terminate this Lease by notice in writing delivered to the other party within thirty (30) days after such damage or destruction. In case neither party shall elects to terminate this Lease, this Lease shall continue in full force and effect and Landlord shall repair the Premises with all reasonable promptitude, placing the same in as good a condition as they were at the time of the damage or destruction, and for that purpose may enter said Premises and rent shall abate in proportion to the extent and duration of untenability. In the event the Lease is not terminated and repairs are necessary, Tenant shall reasonably accommodate said repairs, upon request of Landlord. If the Lease is terminated, Tenant shall remove all rubbish, debris, merchandise, furniture, equipment and other of its personal property, within five days after the request of Landlord. If the Premises shall be but slightly injured by fire or other casualty, so as not to render the same untenable and unfit for occupancy, and the Premises shall remain viable for purposes of Tenant being able to reasonably conduct Tenant's business, in Tenant's reasonable discretion, then Landlord shall repair the same with all reasonable promptitude, and in that case the rent shall not abate. Except as provided herein, no compensation or claim shall be made by or allowed to Tenant by reason of any inconvenience or annoyance arising from the necessity of repairing any portion of the building or the Premises, however the necessity may occur, except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's non-compliance with the terms of this Lease.
19. PERSONAL PROPERTY. Tenant will provide telephones, computers, copiers, furniture and other equipment for Tenant's use. Except to the extent caused by the gross negligence or willful misconduct of Landlord or Landlord's non-compliance with the terms of this Lease, the Landlord shall not be liable for any loss or damage to any equipment, telephones, computers, copiers, furniture, supplies, electronic or physical storage, inventory, goods, fixtures, improvements or other personal property of Tenant in or about the Premises, regardless of the cause of such loss or damage.
20. ALTERATIONS. Tenant shall not make any alterations or additions in or to the Premises without the prior written consent of Landlord, which shall not be unreasonably withheld and/or delayed.
21. UTILITIES AND SERVICES. Landlord shall be responsible for payment of all electricity, gas, water, fuel, trash removal and any services or utilities used in or assessed against the entire building of which the Premises is a part. Tenant shall be responsible for payment of janitorial

services for the Premises (presently provided by Sue Bees at \$45.00 per week), either directly to the janitorial service or through Landlord.

22. LEGAL REQUIREMENTS. Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Premises or the use thereof, including without limitation ADA, OSHA and like requirements, and indemnify, defend and hold Landlord harmless from expense or damage resulting from failure to do so, including Landlord's reasonable attorney fees and costs.
23. MULTIPLE TENANCY BUILDING. Tenant agrees to conduct its business in a manner that will not be reasonably objectionable to other tenants in the building of which the Premises are a part, including noise, vibration, odor, trash or fumes.
24. FIXTURES. Except for Tenant's personal property and business machinery and equipment, all repairs, alterations, additions, improvements, installations and other non-business fixtures installed or erected on the Premises, whether by or at the expense of Landlord or Tenant, will belong to Landlord and will remain on and be surrendered with the Premises at the expiration or termination of this Lease. Said fixtures shall include but not be limited to, new lighting, revisions or repairs or replacements of electrical fixtures, breakers, wiring, conduit, additional office space, addition of carpeting, new doors and windows, and any other improvements to the Premises made by Tenant or Landlord during the term of the Lease.
25. EMINENT DOMAIN. If the Premises or any substantial part thereof shall be taken under the power of eminent domain or be acquired for any public or quasi-public use or purpose, the Term shall cease and terminate upon the date when the possession of said Premises or the part thereof so taken shall be required for such use or purpose and without apportionment of the award, and Tenant shall have no claim against Landlord for the value of any unexpired Term. If any condemnation proceeding shall be instituted in which it is sought to take or damage any part of the Premises or the building of which the Premises are a part or the land under it, Landlord shall have the right to cancel this Lease after having given written notice of cancellation to Tenant not less than ninety (90) days prior to the date of cancellation designated in the notice. In this event, Lease Payments shall be apportioned as of the date of the termination. If the Lease is not terminated and the portion of the premises taken, appropriated, condemned or voluntarily transferred in lieu of condemnation does not render the premises unsuitable for Tenant's purposes, then this Lease shall terminate only as to the part taken or conveyed on the date Tenant shall yield possession, and Landlord shall make such repairs and alterations as may be necessary to make the part not taken usable, and the rent payable hereunder shall be reduced in proportion to the part of the Premises taken. No money or other consideration shall be payable by Landlord to Tenant for the right of cancellation and Tenant shall have no right to share in the condemnation award or in any judgment for damages caused by the taking, except that Tenant shall have the right to recover from the condemning authority, if permitted by law, and if not then from Landlord, such compensation as may be awarded to Tenant on account of interruption of Tenant's business, for moving and relocation expenses and for depreciation to and removal of Tenant's goods and trade fixtures. Nothing in this paragraph shall preclude an award being made to Tenant for loss of business or depreciation to and cost of removal of equipment or fixtures.

26. WAIVER OF SUBROGATION. As part of the consideration for this Lease, each of the parties hereby releases the other party hereto from all liability for damage due to any act or neglect of the other party (except as hereinafter provided) occasioned to property owned by said parties which is or might be incident to or the result of a fire or any other casualty against loss for which either of the parties is now carrying or hereafter may carry insurance; provided, however, that the releases herein contained shall not apply to any loss or damage occasioned by intentional acts of either of the parties hereto, and the parties hereto further covenant that any insurance they obtain on their respective properties shall contain an appropriate provision whereby the insurance company, or companies, consent to the mutual release of liability contained in this paragraph.
27. DEFAULT AND REMEDIES. In the event: (a) Tenant fails to comply with any term, provision, condition or covenant of this Lease and, except for the payment of an installment of Lease Payment, such default continues for a period of thirty (30) days after written notice thereof from Landlord to Tenant, provided, however, that with respect to any default (other than a default which can be cured by the payment of money) that cannot be reasonably cured within said thirty (30) day period, Tenant shall have an additional period of thirty (30) days to cure such default; (b) Tenant deserts or vacates the Premises; (c) any petition is filed by or against Tenant under any section or chapter of the Federal Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof and such proceeding or action shall not have been dismissed within sixty (60) days; (d) Tenant becomes insolvent or makes a transfer in fraud of creditors; (e) Tenant makes an assignment for benefit of creditors; or (f) a receiver is appointed for Tenant or any of the assets of Tenant, then in any of such events, Tenant shall be in default and Landlord shall have the option to do any one or more of the following: upon thirty (30) days prior written notice, excepting the payment of Lease Payments, for which no demand or notice shall be necessary, in addition to and not in limitation of any other remedy permitted by law, to enter upon the Premises, either with or without process of law, and to expel, remove and put out Tenant or any other persons who might be thereon, together with all personal property found therein; and, Landlord may terminate this Lease or it may from time to time, without terminating this Lease, lease said Premises or any part thereof for such term or terms (which may be for a term extending beyond the Term) and at such Lease Payments and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to repair, renovate, remodel, redecorate, alter and change said Premises.

Lease Payments received by Landlord from such re-letting shall be applied first to the payment of any indebtedness from Tenant to Landlord other than Lease Payments due hereunder; second, to payment of any reasonable costs and expenses of such re-leasing, including, but not limited to, attorney's fees, advertising fees and brokerage fees, and to the payment of any repairs, renovation, remodeling, redecorations, alterations and changes in the Premises; third, to the payment of Lease Payments due and payable hereunder and interest thereon; and, if after applying said Lease Payments there is any deficiency in the Lease Payments and interest to be paid by Tenant under this Lease, Tenant shall pay any such deficiency to Landlord and such deficiency shall be calculated and collected by Landlord monthly.

28. WAIVER. The rights and remedies of a party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by a party of any breach or breaches, default or defaults

of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach of default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default. It is agreed that the acceptance by Landlord of any installment of Lease Payments subsequently to the date the same should have been paid hereunder, shall in no manner alter or affect the covenant and obligation of Tenant to pay subsequent installments of Lease Payments promptly upon the due date thereof. No receipt of money by Landlord after the termination of this Lease shall in any way reinstate, continue or extend the term above demised.

29. HAZARDOUS SUBSTANCES. The term "Hazardous Substances" as used in this lease shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

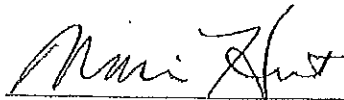
- (a) Tenant covenants and warrants to Landlord that Tenant shall not cause or permit to occur:
  - i. Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the premises, or arising from Tenant's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or
  - ii. The use, generation, release, manufacture, refining, production, storage, or disposal of any Hazardous Substances on, under, or about the premises, or the transportation to and from the premises of any Hazardous Substances, without Landlord's prior written consent.
- (b) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances. Tenant shall at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authority under said laws.
- (c) Should any Authority or any third party demand that a cleanup be undertaken because of any spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease that is a direct result of Tenant's use or occupancy of the premises, then Tenant shall, at Tenant's own expense, carry out all such clean-up to the satisfaction of all governmental authorities, agencies, etc.
- (d) Tenant shall provide all information regarding Tenant's use, generation, storage, transportation, or disposal of Hazardous Substances to Landlord upon request.
- (e) If Tenant fails to fulfill any duty imposed under this entire clause within a reasonable time, then and in such case Landlord may take whatever actions are necessary to correct the situation, and Tenant shall reimburse Landlord for all costs associated therewith (including attorneys' fees and consulting fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this lease that is a result of Tenant's use or occupancy of the premises.
- (f) Tenant shall indemnify, defend, and hold harmless Landlord from all fines, suits, procedures, claims and actions of every kind against Landlord, and all costs and attorneys' fees associated therewith arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this lease that is a result of Tenant's use or occupancy of the Premises.

- (g) Tenant's obligations and liabilities under this entire clause shall survive the expiration of this lease.
30. AGENCY DISCLOSURE: Neither party has contracted with any broker or other third party for any services for which payment, by way of commission or otherwise, may be due as a result of entering into this Lease.
31. NOTICES. Any notice hereunder shall be sufficient if sent by certified mail, addressed to Tenant at the Premises, or such other address as Tenant may designate in writing from time to time, and to Landlord where rent is payable.
32. SUBORDINATION. This Lease shall be subject and subordinate in law and equity to any existing or future mortgage or deeds of trust placed by Landlord upon the Premises or the property of which the Premises form a part.
33. SUCCESSORS. The provisions, covenants, conditions, rights, responsibilities and obligations of this Lease shall bind and inure to the benefit of the legal representatives, heirs, successors and permitted assigns of each of the parties hereto.
34. QUIET POSSESSION. Landlord agrees, so long as Tenant fully complies with all of the terms, covenants and conditions herein contained on Tenant's part to be kept and performed, Tenant shall and may peaceably and quietly have, hold and enjoy the Premises for the Term aforesaid, it being expressly understood and agreed that the aforesaid covenant of quiet enjoyment shall be binding upon Landlord, its heirs, successors or assigns. Landlord and Tenant further covenant and represent that each has full right, title, power and authority to make, execute and deliver this Lease.
35. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties, and no modification of this Lease shall be binding upon the parties unless evidenced by an agreement in writing signed by Landlord and Tenant after the date hereof.
36. LIEN WAIVERS. Tenant shall not allow any liens to attach to the Premises as a result of improvements made by Tenant or under Tenant's control, including without limitation, materialmens' or mechanics' liens.
37. PARKING. Tenant shall be entitled to the use of the parking spaces in the parking lot in the same proportion as Tenant's space is to the whole building, which for purposes of this Lease shall be considered 20 spaces, all on the north side of the building.
38. CLASSROOMS AND LABS. Landlord agrees to offer for rent by Tenant, the classrooms and labs, at a rate that is a fifty percent (50%) discount from the published Facility Rental Fee Structure then in effect. A copy of the current Facility Rental Fee Structure is attached hereto as Exhibit "B" and incorporated herein by reference.




IN WITNESS WHEREOF, the parties have hereto subscribed their names the date set forth opposite their signatures, below.

LANDLORD:

 Date 11/23/16  
Marvin Hunt, Executive Director  
The Dwayne Peaslee Technical  
Training Center, Inc.

TENANT:

 Date 11/21/2016  
Marvel Williamson, Executive Director  
Senior Resource Center  
for Douglas County, Inc.

## EXHIBIT "A"

### Description of Premises

Eight offices, a hallway, and the conference room in the northwest corner of the Peaslee Technical Training Center constitute the premise. See attached floor drawing. A ninth office in that location will remain occupied by the NCCC Youth Services Program. Senior Resource Center has access to Peaslee Tech's break room, the bathrooms, and use of the wi-fi system.



**EXHIBIT "B"**

**Facility Rental Fee Structure**

The Dwayne Peaslee Technical Center is available for rent Monday-Friday between 8:00 am-5:00 pm. There will be a \$25 set-up fee added to each room rental. To rent the facility outside of the regular hours an additional fee of \$25 per hour will be charged for a Peaslee staff person to be on site. For additional Facility Rental information please contact Marvin Hunt, Executive Director, [mhunt@peasleetech.org](mailto:mhunt@peasleetech.org), or Carolyn Chinn Lewis, Administrative Assistant, [cchinnlewis@peasleetech.org](mailto:cchinnlewis@peasleetech.org) - 785-856-1801.

**ALL RENTALS REQUIRE A CERTIFICATE OF INSURANCE.**

A down payment of 50% is required to confirm reservation with the balance due at the time of the event.

A cancellation fee equaling 50% of the rental fee will be charged for cancellations received within 5 days or less of the scheduled facility rental.

<b>Classroom A</b>	<b>Classroom B</b>	<b>Classroom C</b>
<b>Fee: \$50 half day / \$100 full day</b>	<b>Fee: \$50 half day / \$100 full day</b>	<b>Fee: \$50 half day / \$100 full day</b>
• <b>Capacity 34</b>	• <b>Capacity 16</b>	• <b>Capacity 28</b>
• Ceiling mounted projector w/ white board	• Overhead • Projection Screen	• Ceiling mounted projector w/ white board
• Front of classroom computer	• Front of classroom computer	• Front of classroom computer
• 6' rolling rectangle tables w/ stackable chairs	• 16 computer stations w/ stackable chairs	• 5' rolling rectangle tables w/ stackable chairs

<b>Construction Shop</b>	<b>Manufacturing Shop</b>
<b>Fee: \$150 half day / \$300 full day</b>	<b>Fee: \$150 half day / \$300 full day</b>
• <b>Capacity 89</b>	• <b>Capacity 71</b>

<b>Break/Hospitality Area</b>	<b>Facility</b>
<b>Fee: \$25 half day / \$50 full day</b>	<b>Fee: \$400 half day / \$750 full day</b>
• <b>Capacity 52</b>	• <b>Capacity 452</b>
• 4' square tables (5 ea.) w/ chairs	Includes: Classroom A, Classroom B, Classroom C, Construction Shop, Manufacturing Shop, and Break/Hospitality Area
• 3' round high top tables (2 ea.) w/ chairs	

**Additional resources:** • Lectern