

MEMORANDUM OF INTENT

This Memorandum of Intent is entered into this _____ day of _____, 2013 (“Effective Date”), by and among the CITY OF LAWRENCE, Kansas, a municipal corporation, DOUGLAS COUNTY, a county of the State of Kansas created pursuant to K.S.A. 18-123, and the UNIVERSITY OF KANSAS, an agency of the State of Kansas and a public institution of higher education (collectively referred to as the “Parties”).

WHEREAS, the City of Lawrence (“the City”) and Douglas County (“the County”) are collaborating in the formation of an intergenerational community living residence (“New Cities Initiative”) in Lawrence, Kansas for the purpose of providing the citizens of Kansas with an opportunity to receive a full range of physical, emotional, social, and mental health services in the least restrictive environment of the residents’ choice; and

WHEREAS, the City and the County are further collaborating in the creation of a nonprofit corporation (“Corporation”) that will own, operate, and manage the New Cities Initiative; and

WHEREAS, the University of Kansas (“University”) intends to affiliate with the Corporation in the future to provide educational, training, and research opportunities and practical experience to University students, staff, and faculty; and

WHEREAS, this Memorandum is not intended to be a legally binding document but is intended to be a public and joint expression of the Parties’ intent to support the New Cities Initiative.

NOW, THEREFORE, this Memorandum of Intent is adopted by the Parties to outline the basic terms and conditions of the intended project as follows:

1. The City and the County shall use their best efforts to expeditiously form and incorporate the Corporation.

2. The New Cities Initiative will be constructed, owned, financed and managed by the Corporation. The Corporation will be the responsible party for the cost of owning, constructing, maintaining and operating the facility and appurtenant parking and all other buildings housing the New Cities Initiative. The Corporation shall be responsible for arranging for all financing for the development and construction of the New Cities Initiative and shall be responsible for all operational costs of the New Cities Initiative.

3. The University intends to provide support for the New Cities Initiative by offering programs or opportunities for University students, staff, and faculty of various University departments, schools and disciplines, including, but not limited to, nursing; physical, occupational, speech, and music therapy; architecture, design and planning; preventative and

public health; psychology; and sociology, to engage in hands-on training, research, and education at the New Cities Initiative facility and in collaboration with staff and residents of the facility.

4. Upon final execution of this Memorandum, the Parties agree to negotiate in good faith in the preparation of an affiliation agreement or such other documents as the Parties may jointly agree.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Intent to be executed by their duly authorized representative as of the Effective Date.

THE CITY OF LAWRENCE

By: _____
Title: _____
Date: _____

DOUGLAS COUNTY, KANSAS

By: _____
Title: _____
Date: _____

THE UNIVERSITY OF KANSAS

By: Bernadette Gray-Tette
Title: Chancellor
Date: June 6, 2013