

Memorandum

City of Lawrence

City Manager's Office

TO: David L. Corliss, City Manager

FROM: Cynthia Wagner, Assistant City Manager

CC: Diane Stoddard, Assistant City Manager

DATE: October 8, 2009

RE: Cooperation Agreement with Douglas County: Sustainability Coordinator Position

Included in the American Recovery and Reinvestment Act (ARRA) is an appropriation of funding to the Department of Energy (DOE) for formula-based grants under the Energy Efficiency and Conservation Block Grant (EECBG) Program. On September 29, staff was notified that the City has been awarded \$858,600 in grant funds. As previously discussed, the grant award includes the following funding: up to \$100,000 for a Sustainability Coordinator to be jointly funded with Douglas County; \$550,000 for HVAC and lighting upgrades at the Lawrence Public Library and \$208,600 for replacement of lights along Massachusetts Street to LED.

City and county staff have worked to develop the attached Cooperation Agreement relating to the Sustainability Coordinator position. Per the terms of the agreement, this position will be a County employee and shall be supervised by the County Manager and shall receive direction from the City Manager, or designee, for approximately 40% of the employee's work time on projects and tasks related to sustainability and energy conservation on behalf of the City. The City shall pay 100% of the costs of the Sustainability Coordinator, including County benefit expenses related to the employment, up to \$100,000 (proceeds from the EECBG).

During preparation of the 2011 City and County budgets, a determination shall be made of whether to fund the position for that budget year. If the City and the County agree to fund the position in 2011 and years thereafter, the City shall pay 40% of the position and the County shall fund 60% of the position.

The agreement was presented to the Douglas County Commission on October 7, 2009 and was approved unanimously.

Action Requested

Authorize the mayor to sign a Cooperation Agreement with Douglas County relating to the position of Sustainability Coordinator.

the case. It was not changing the QBS system, just reporting back how staff negotiated that fee and how that fee was justified.

Mayor Chestnut suggested that staff provide comments about the other successful projects the City had with a particular firm in the past. (16)

Consider authorizing the Mayor to execute a Cooperation Agreement with Douglas County in relation to the position of the Sustainability Coordinator.

David Corliss, City Manager, said the Assistant City Manager was notified the City's application to the Federal Government, Department of Energy, for the stimulus funding was approved. He said the money was available to the City and he and the County Administrator were working on a cooperation agreement which was approved by the County Commission. The position would be a County Employee and would report to the County Administrator with City Manager, City Commission, Sustainability Advisability Board, and Department Directors input about what work items should be. That position would be doing 40% of their work on City related projects and he and the City Administrator would coordinate on the cases where the projects were combined (City/County). The position was funded \$100,000 salary and benefits with the sustainability grant from the federal government and the County would fund the position for a like period of time. After that, if wanting to continue with the position and they were starting down this path, assuming they would want to continue with the position. He said when the City and County were both fully funding the position the City would pay 40% of the salary and benefit costs. He said staff needed to follow all of the federal requirements to make sure the City received the money back.

He said one of the issues that position would be working on was other elements of the grant such as the lighting and HVAC at the library and if any funds were left over, staff would work on the downtown street lights in making those light more energy efficient. Hopefully, that person would have a great mixture of technical skills, public presentation skills, advocacy skills

Corliss said in the negotiated agreement, the City Manager did not have the authority to approve the position, but the County Administrator was required, under the terms of the contract, to consult with the City Manager. He said he commented to the County Administrator that he wanted someone that could run a spreadsheet as well as versed on the presentation side.

Mayor Chestnut called for public comment.

After receiving no public comment, Commissioner Cromwell said this was a fantastic opportunity to get behind some of the nuts and bolts of the sustainability issues and save some dollars as well as the resources the City and County was trying to save. He said the City and County would see some saving that would justify the existence of that position in the future.

Moved by Cromwell, seconded by Amyx, to authorize the mayor to execute a Cooperation Agreement with Douglas County in relation to the position of the Sustainability Coordinator. Motion carried unanimously. **(17)**

PUBLIC COMMENT:

Sean Takasz said recently, the Kansas Department of Health and Environment had a clandestine lab cleanup program and if the Police were called to check on reports of a meth lab, the Police checked the conditions to see if the place was suitable for living. He said recently, on July 1st, that funding was cut, leaving it up to local law enforcement. The KBI and DA took the chemicals away, but it was up to the landowners to regulate whether the living situation was safe. He said if Lawrence could pass any City Codes concerning safe living conditions in meth lab situations.

David Corliss, City Manager, said he would follow up on that concern. He said the meth lab cleanup funds were scarce and he would provide contact information to the Police Department.

COOPERATION AGREEMENT

Between

CITY OF LAWRENCE, KANSAS, A MUNICIPAL CORPORATION

and

DOUGLAS COUNTY, KANSAS

RECITALS

Whereas, the City of Lawrence, Kansas, a Municipal Corporation under the laws of the State of Kansas, hereinafter, the "City" and Douglas County, Kansas, hereinafter, the "County", desire to cooperate in the retention of a Sustainability Coordinator to assist the County, City, and the community of Lawrence and Douglas County; and

Whereas, K.S.A. 12-2908 provides that any municipality may contract with any other municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform; and

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

Section 1. **Recitals.** The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. **Authority.** Pursuant to K.S.A. 12-2908, the parties hereto enter into this Cooperation Agreement as authorized by the Governing Body of the City of Lawrence and the Board of County Commissioners of Douglas County, for the purposes set forth below.

Section 3. **Purposes.** The purposes for which the parties have entered into this agreement are to jointly establish the duties, supervision and funding for the position of Sustainability Coordinator.

Section 4. **Terms and Conditions.** Under terms of this Cooperation Agreement, the City and the County agree to the following:

- A. In consultation with the Lawrence City Manager, the County Administrator shall appoint a qualified individual to the position of Sustainability Coordinator. The County Administrator may include community representatives and elected officials in the selection and interview process as may be appropriate to select the best qualified candidate.
- B. The Sustainability Coordinator shall be a County employee and shall be supervised by the County Administrator. The Coordinator shall receive direction from the City Manager, or City Manager's designee, for approximately 40% of the employee's work time on projects and tasks related to sustainability and energy conservation on behalf of the City. The Coordinator shall prepare a monthly report for the City Manager and the County Administrator providing for the accounting of time pursuant to the provisions of this Agreement.
- C. The City shall pay 100% of the costs of the Sustainability Coordinator, including County benefit expenses related to the employment up to \$100,000.00; provided that the City successfully

receives adequate funding for the position pursuant to the Energy Efficiency and Conservation Block Grant program (EECBG) which is funded through the American Recovery and Reinvestment Act of 2009 (ARRA). The County agrees to fully fund the position for the same period of time, not less than twelve (12) additional months, that the City funds the position (with the EECBG funds) after the City's financial obligation of funding concludes. During the preparation of the City's and County's 2011 budgets, the City and the County shall make a determination of whether to fund the position for the budget year of 2011. If the City and the County agree to fund the position in 2011 and years thereafter, the City shall pay 40% of the position and the County shall fund 60% of the position. If the City does not receive adequate funding from the EECBG, then the City shall be under no obligation to fund the position and this Agreement shall be null and void.

- D. The County will provide employee benefits pursuant to the County's adopted personnel policy, and such costs shall be included in all determinations of the costs for the position.
- E. The County shall furnish office facilities and supplies for the Sustainability Coordinator.
- F. The County and the City shall cooperate to ensure that the EECBG grant requirements are fully satisfied.
- G. The County and the City shall cooperate in the necessary billing and payments to comply with the provisions of this Agreement.

Section 5. Contingencies and Compliance with Federal Grant requirements. Both the County and the City agree that if the EECBG grant does not allow for the funding of the Sustainability Coordinator or is otherwise discontinued for full funding, this Agreement shall be voidable by either party with written notice to the other party. Both the County and the City shall use all reasonable efforts to fully comply with all of the EECBG grant requirements. If the work, or any portion of the work, of the Sustainability Coordinator is determined by the administrators of the EECBG to not fully comply with the requirements of the EECBG; then the City and the County shall take such corrective action as is necessary to bring the work of the Sustainability Coordinator into full compliance with the grant requirements. If either the City or the County shall have caused the noncompliance, then the party responsible for such noncompliance shall be financially responsible for such noncompliance. Upon the conclusion of the EECBG grant for the Sustainability Coordinator position, neither the City nor the County shall be under any EECBG grant requirements, unless the EECBG grant so requires.

Section 5. Termination: This Cooperation Agreement may be terminated by either party upon the giving of written notice to the other party, provided that such termination shall only take effect on and after the 1st day of January following the notice to terminate which must be provided by July 1 of any year. Upon the effective termination of this Cooperation Agreement, any equipment, supplies, etc. purchased in support of the Sustainability Coordinator, shall become the property of the County.

Section 6. Approval.

- A. This Cooperation Agreement is effective upon being signed by the appropriate representatives of the City and the County. It may be periodically reviewed and amended or supplemented as may be mutually agreed upon in writing.
- B. Each of the parties warrants and represents by the execution of this Cooperation Agreement, that is 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 Cooperation Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Cooperation Agreement constitutes a legal, valid, and binding obligation of such party enforceable in accordance with its terms.

Section 7. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

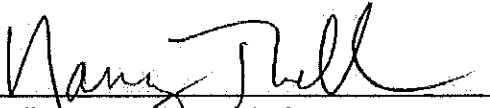
Section 8. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this Agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such decision shall not affect the remaining provisions of this Agreement, which shall remain 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.

Section 9. Cooperation Agreement. This Agreement is entered into between the City and the County pursuant to K.S.A. 12-2908 as a cooperation agreement and is not an inter-local agreement under the provisions of K.S.A. 12-2901 et. seq.

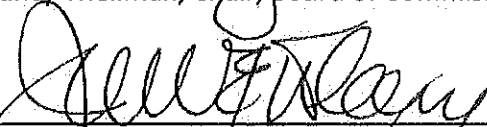
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and made effective as of the date when fully executed herein.

ON BEHALF OF DOUGLAS COUNTY, KANSAS.

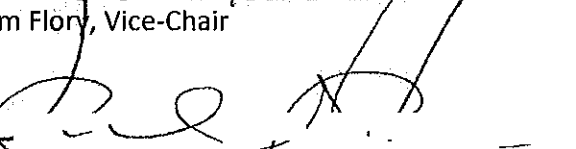
This Agreement is approved, as authorized by the Board of Commissioners of Douglas County, Kansas on the 7th day of October, 2009.



Nancy Thellman, Chair, Board of Commissioners



Jim Flory, Vice-Chair



Mike Gaughn, Commissioner

Attest:



Jaime Shew, County Clerk

Deputy County Clerk

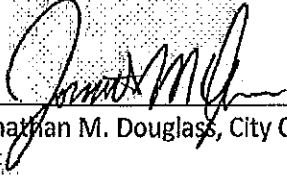
ON BEHALF OF THE CITY OF LAWRENCE, KANSAS.

This Agreement is approved as authorized by the Governing Body of the City of Lawrence, Kansas on the 13 day of October, 2009.



Robert Chestnut, Mayor

Attest:



Jonathan M. Douglass, City Clerk

Thellman called the regular session meeting to order at 4:04 p.m. on Wednesday, October 7, 2009 with all members present.

Judge Robert Fairchild performed the swearing in of Paula Gilchrist to her second term as County Treasurer, and Yvonne Rapp for a second term as County Clerk.

PROCLAMATION 10-07-09

Ken McGovern, Sheriff, read a proclamation declaring October 10, 2009 as "Put the Brakes on Fatalities Day." Thellman moved approval of the proclamation.

MINUTES 10-07-09

Thellman moved to approve the minutes of September 2, 2009. Motion was seconded by Gaughan and carried unanimously.

INTERLOCAL AGREEMENT 10-07-09

The Board considered the approval of an Interlocal Agreement between the City of Lawrence and Douglas County for the Sustainability Commission.

Thellman opened the item for public comment. No comment was received.

Thellman moved to approve the Cooperation Agreement between the City of Lawrence and the Douglas County regarding the Sustainability Commission.

RECOVERY BONDS 10-07-09

Roger Zalneraitis, Economic Development Coordinator/Planner for the City of Lawrence, initiated a follow-up discussion to the September 2, 2009 meeting regarding the Recovery Bonds.

It was the consensus of the Board for the resolution and applications to be placed on the Wednesday, October 21, 2009 agenda for consideration.

ACCOUNTS PAYABLE 10-07-09

Thellman moved to approve accounts payable in the amount of \$219,068.05 paid on 10/08/09. Motion was seconded by Gaughan and carried unanimously.

Thellman moved to adjourn the meeting; Gaughan seconded and the motion carried unanimously.

Nancy Thellman, Chair

Jim Flory, Vice-Chair

ATTEST:

Jamie Shew, County Clerk

Mike Gaughan, Member



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Location & Contact:

Courthouse:
1100 Massachusetts Street
Lawrence, KS 66044

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