

COOPERATION AGREEMENT

Between

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

THIS COOPERATION AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 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 ____ day of _____, 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 ____ day of _____, 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 _____ day of _____, 2012.

Kenny Massey, Chair