

AGREEMENT FOR THE USE OF CITY SPECIAL ALCOHOL FUNDS

This Agreement is entered into between **the City of Lawrence, Kansas**, a municipal corporation (hereafter "City") and **Elizabeth Ballard Community Center, Inc.** (hereafter the "Independent Agency"), on this 30th day of December 2009, for the purpose of establishing certain conditions on the receipt, expenditure and use of City funds received by the Independent Agency.

I. Use of City Funds

As a condition of the receipt of City funds amounting to **\$4,500** during City budget year 2010, the Independent Agency hereby agrees to use and expend all such funds pursuant to:

- A) City of Lawrence Charter ordinance No. 33, which outlines the following uses for special alcohol and drug program funds:
 - 1. Prevention of alcoholism and drug abuse, including but not limited to education, counseling, public informational efforts and related activities; or
 - 2. Alcohol and drug detoxification efforts and related activities; or
 - 3. Intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers; or
 - 4. Law enforcement, prosecution, court activities and programs, or portions thereof, related to apprehending, prosecuting, adjudicating or monitoring individuals who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers, including individuals who are or may be charged with violating laws related to alcohol or drug use; or
 - 5. Education, counseling, public information efforts, and related and associated activities related to preventing drug abuse and alcohol abuse, including but not limited to efforts to encourage healthy youth and family development and related efforts which include as a partial element drug abuse and alcohol abuse education, counseling, or public information efforts; or
 - 6. Programs, activities, or efforts related to preventing or intervening in drug abuse and alcohol abuse, including programs, activities, or efforts for which drug abuse and alcohol abuse prevention or intervention comprises a partial element of the complete program, activity or effort; or
 - 7. Any program, activity, or effort, or a portion thereof, that the governing body determines seeks to discourage, prevent, intervene, or address issues related to alcohol or drug abuse. The appropriation of funds by the governing body for such a program, activity, or effort shall be conclusive of compliance with provisions of this ordinance, and separate findings shall not be required.
- B) All applicable federal, state, and local laws; and
- C) The application for funds, as approved and amended by the City Commission, which states:

1. The funds will be used to support continuation of a pre-school conflict resolution/interpersonal skills program to reduce the likelihood of children later developing aggressive, antisocial, or violent behavior which are common predictors of alcohol and substance abuse; and
2. The funds will be used to achieve the following program objectives:
 - a) Twenty-five (25%) reduction in the number of violent and aggressive outbursts by the children enrolled in the Ballard Community Services Early Education Program;
 - b) Fifty percent (50%) reduction in the number of phone calls to parents reporting violent behavior by the children enrolled in the Ballard Community Services Early Education Program.
 - c) No children will leave the Ballard Community Services Early Education Program (either by administrative disenrollment or parental disenrollment) due to violent and aggressive behavior.
3. Fifty percent of all teaching staff of the Ballard Community Services Early Education Program will be trained by May 2010.
4. Sixty-five percent of all teaching staff of Ballard Community Services Early Education Program will incorporate the AI's Pals curriculum into the teaching strategies of their classrooms by May 2010.

II. Independent Contractor

The Independent Agency further agrees that it is an independent contractor of the City, and that the employees, agents, and vendors of the Independent Agency are not employees of the City.

III. Disbursement of Funds

First half of funds will not be disbursed before April 1, 2010 and second half of funds will not be disbursed before October 1, 2010.

- A) The Independent Agency shall request disbursement of funds as follows:
 1. Requests for disbursements shall be made by the Independent Agency in writing, on the official letterhead of the agency;
 2. Unless otherwise agreed to in writing, requests shall be submitted no more than twice each year:
 - a) A request for fifty percent (50%) of the Independent Agency's total allocation shall be submitted **on or after March 1, 2010**;
 - b) A request for the remaining fifty percent (50%) of the Independent Agency's total allocation shall be submitted **on or after September 1, 2010**.
 3. **The City retains the right to withhold the second disbursement of funds for failure to submit a six-month progress report by July 15, 2010.**
- B) The City retains the right to unilaterally adjust the amount of any disbursement if the City Commission determines that insufficient public funds exist to fully fund the agency at the level indicated in this agreement.

IV. Reporting Requirements

The Independent Agency shall provide written reports to the City as follows:

- A) A six month progress report shall be due no later than **July 15, 2010** that provides in a narrative form, a description of the progress made towards meeting the goals and outcomes described in the Independent Agency's Application for Funding.
- B) The following documents shall be due to the City no later than **August 1, 2011:**
 1. IRS Form 990 (i.e. copy of Federal Tax Return for 2010) as well as a copy of the corporate annual report filed with the Kansas Secretary of State – FORM NP (not-for-profit) filing.
 2. A copy of the agency's financial audit. It is suggested that the agency adopt SFAS No. 117. This standard has been adopted by the Financial Accounting Standards Board as a preferred accounting method for non-profit corporations.
 3. A copy of the Agency's Annual Report that **includes a summary of how the funds were used**, to include an assessment of the agency's annual accomplishments and outcomes.

V. Access to Financial Records

In addition, the Independent Agency shall provide the City with reasonable access to financial records concerning the expenditure of City Funds.

VI. Withholding of Payment

The City shall retain the authority to withhold any and all payments to the Independent Agency if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

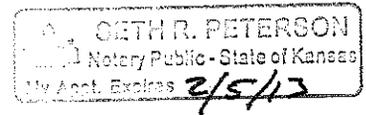
THE UNDERSIGNED, DULY REPRESENTING ELIZABETH BALLARD COMMUNITY CENTER, INC., THE INDEPENDENT AGENCY OF THIS AGREEMENT, HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:

Signature: Dianne Ensminger
 Print Name and Title: CEO Dianne Ensminger

STATE OF KANSAS)
 COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this 25th day of January, 2010 by Dianne Ensminger, representing Ballard Community Services as the Independent Agency of this Agreement. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

[Signature]
 Notary Public



My commission expires: 2/5/13

THE UNDERSIGNED FOR THE CITY OF LAWRENCE, KANSAS:

Signature: _____

Casey Toomay

Print Name and Title: Casey Toomay, Budget Manager

STATE OF KANSAS)

COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this 25th day of November, 2009 by Casey Toomay, representing the City of Lawrence, Kansas. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Bobbie Walthall

Notary Public

My commission expires: 03/21/12

