

## **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 **the Boys and Girls Club of Lawrence** (hereafter the "Independent Agency"), on this 2nd day of Dec 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 **\$100,000** 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 salary costs for all out-of-school programming at eight Lawrence sites, and
  - 2. The funds will be used to achieve the following program outcomes:
    - a. Process Outcomes

1. 2,000 children will receive 175 days of after school care and 54 days of out-of-school care at eight sites, with transportation from an additional eight schools;
  2. A minimum of 800 children ages 6-15 will receive life skills and prevention education through the SMART Programs;
- b. Behavioral outcomes
1. Ninety percent (90%) of participants will report feeling safe in B&GC programs
  2. Fifty percent (50%) of participants will maintain or improve on three learning behaviors
    - a. follows directions
    - b. accepts responsibility for behavior
    - c. uses cooperation skills
  3. Eighty percent (80%) of SMART Program participants will show an increase in ATOD (alcohol, tobacco, other drugs) knowledge.

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 THE BOYS AND GIRLS CLUB OF LAWRENCE, THE INDEPENDENT AGENCY OF THIS AGREEMENT, HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:**

Signature: \_\_\_\_\_

*Jane K Murphy*

Print Name and Title: \_\_\_\_\_

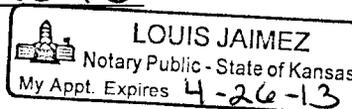
*Jane K Murphy, Executive Director*

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 2<sup>nd</sup> day of December, 2009 by Louis Jaimez, representing Boys & Girls Club of Lawrence 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.

*Louis Jaimez*  
Notary Public

My commission expires: 4-26-13



**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 25<sup>th</sup> 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 Wallhall  
Notary Public

My commission expires: 03/21/12

