

## **AGREEMENT FOR THE USE OF CITY GENERAL FUNDS**

This Agreement is entered into between **the City of Lawrence, Kansas**, a municipal corporation (hereafter "City") and **Downtown Lawrence, Inc.** (hereafter the "Independent Agency"), on this 12<sup>th</sup> day of JANUARY 2010, 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 **\$42,500** during City budget year 2010, the Independent Agency hereby agrees to use and expend all such funds pursuant to:

- A. All applicable federal, state, and local laws;
- B. The application for funds, as approved and amended by the City Commission, which states the funds will be used toward meeting the following program objectives:
  - 1) design, production and execution of a Downtown Directory with a Holiday Events insert for distribution through direct mail, publication inserts and general distribution through member businesses and visitor information centers;
  - 2) create and execute a marketing and advertising plan comprised of print, television and radio placements;
  - 3) plan and execute a minimum of eight gatherings to provide all downtown business owners the opportunity to sharpen their business skills and address issues that may be providing difficulties.

### **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 the first two quarterly progress reports by July 31, 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

## II. Reporting Requirements

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

- A. Quarterly progress reports shall be submitted.
  - 1) Each report shall provide 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, and
  - 2) Each report shall be submitted **no later than the last day of the month following the end of each quarter.**
- B. In addition to the quarterly report, the following documents shall be due 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 Profit/Loss Statement, reviewed by a Certified Public Accountant.
  - 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.

## III. 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

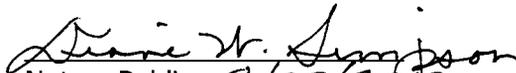
The City shall retain the authority to withhold any and all payments to the Independent Agency if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

**THE UNDERSIGNED, DULY REPRESENTING DOWNTOWN LAWRENCE, 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:   
Print Name and Title: Mary Cox, President

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 12<sup>th</sup> day of January 2009 by Mary Cox, representing Downtown Lawrence, Inc. 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.

  
Notary Public 8/29/2012

My commission expires: 8/29/2012

**THE UNDERSIGNED FOR THE CITY OF LAWRENCE, KANSAS:**

Signature:   
Printed 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.

  
Notary Public

My commission expires: 03/21/12

