

## **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 **Ecumenical Fellowship, Inc.**, (hereafter the "Independent Agency"), on this 30<sup>th</sup> day of November 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 **\$4,000** 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 as follows:
  1. To educate people in the Lawrence community;
  2. To make people aware of the history, and how not to repeat discrimination; and
  3. To provide a vision of unity, freedom, and development of a strong community.

### **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**

- A. The Independent Agency shall request disbursement in writing, on the official letterhead of the agency;
- 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. 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 shall be due to the City by **March 31, 2011**.

### **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.

V. 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 ECUMENICAL FELLOWSHIP, INC., THE INDEPENDENT AGENCY OF THIS AGREEMENT, HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:**

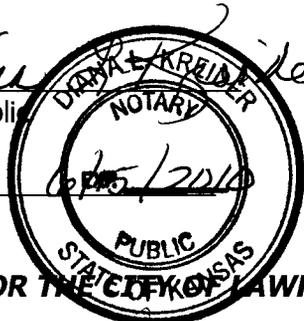
Signature: *Rev. William A. Dulin*

Print Name and Title: Rev. William A. Dulin President

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 30th day of November 2009 by Rev. William A. Dulin, representing The Ecumenical Fellowship 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.

*Diana Kreider*  
Notary Public



My commission expires: 07/25/2010

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

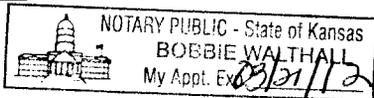
Signature: *Casey Toomay*

Printed 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