

AGREEMENT FOR THE USE OF CITY SPECIAL RECREATION FUNDS

This Agreement is entered into between **the City of Lawrence, Kansas**, a municipal corporation (hereafter "City") and **Lawrence Arts Center, Inc.** (hereafter the "Independent Agency"), on this 2nd 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 **\$25,000** 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. City of Lawrence Charter Ordinance No. 33 which states, "moneys in the special parks and recreation fund may be expended only for the purchase, establishment, maintenance or expansion of park and recreational services, programs and facilities;"
- C. The application for funds, as approved and amended by the City Commission, which states the funds will be used:
 1. to provide approximately 750 scholarships;
 2. increase enrollments by 5% through financial aid assistance;
 3. to increase diversity in all education programs by offering 100% scholarships to students from low-very low socioeconomic back grounds;
 4. to expand outreach efforts by 25% through collaborations with local community service agencies.

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.

III. 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 by **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.

IV. 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 THE LAWRENCE ARTS 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: *Rick Yarnell*

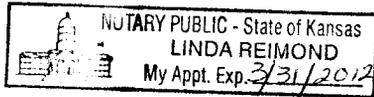
Print Name and Title: Rick Yarnell, Dir. of Business Operations

STATE OF KANSAS)
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this 2nd day of December, 2009 by Rick Yarnell, representing Lawrence Arts Center 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.

Linda Reimond
Notary Public

My commission expires: 3/31/2012



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

