

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 **Elizabeth Ballard Community Center, Inc.** (hereafter the "Independent Agency"), on this _____ day of _____ 2011, 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 **\$7,500** during City budget year 2011, 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. Immediate targeted outcome - 100% of clients are able to maintain their residency and keep their utilities from being turned off for thirty days after receiving ESC services.
 - 2. Immediate targeted outcome - 50% of clients are able to maintain their residency and keep their utilities from being turned off after 45 days of receiving ESC services.
 - 3. Long term targeted outcome - 40% of clients are able to maintain permanent residency after receiving ESC services.

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, 2011 and second half of funds will not be disbursed before October 1, 2011.

- 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, 2011;**
 - b) A request for the remaining fifty percent (50%) of the Independent Agency's total allocation shall be submitted **on or after September 1, 2011.**
 - 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, 2011.**
- 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. A six-month progress report shall be due no later than **July 15, 2011** 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, 2012**:
 - 1. IRS Form 990 (i.e. copy of Federal Tax Return for 2011) 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.

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 THE 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:

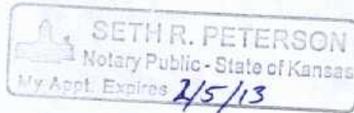
Signature: Dianne Ensminger
Print Name and Title: CEO

STATE OF KANSAS)
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this 26th day of January, 2011 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.

Seth R. Peterson
Notary Public

My commission expires: February 5, 2013



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 21 day of January, 2011 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