

## ***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 **Housing & Credit Counseling, Inc.** (hereafter the "Independent Agency"), on this 30<sup>th</sup> day of January 2012, 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 **\$17,100** during City budget year 2012, 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:
  - 1. the funds will be used to support the Tenant-Landlord program which helps people help themselves to secure adequate, safe, affordable, and equitable housing through counseling, support, education, and mediation.
  - 2. the funds will be used toward meeting the following program objectives:
    - a) Eighty percent (80%) of clients counseled will sustain housing.
    - b) Thirty percent (30%) of clients will qualify for local community resources.
    - c) Seventy percent (70%) of clients will report the successfully implemented their rights and responsibilities under the Kansas Residential Landlord Tenant Act as the law was explained to them by HCCI counselors.

### **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, 2012 and second half of funds will not be disbursed before October 1, 2012.**

- 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, 2012;**
    - b) A request for the remaining fifty percent (50%) of the Independent Agency's total allocation shall be submitted **on or after September 1, 2012.**
  - 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, 2012.**
- 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) Two progress reports that describe the progress made towards meeting the goals and outcomes described in the Independent Agency's Application for Funding shall be due as follows:
  - 1. A report for activities from January through June shall be **due July 15, 2012**;
  - 2. A cumulative report for activities from January through December shall be **due February 15, 2013**.
- B) The following documents shall be on file with the City **within nine months of the end of the agency's last fiscal year**:
  - 1. The agency's current IRS Form 990 (i.e. copy of Federal Tax Return) as well as a copy of the current corporate annual report filed with the Kansas Secretary of State – FORM NP (not-for-profit) filing.
  - 2. A copy of the agency's current 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.
- C) The Independent Agency agrees to comply with K.S.A. 45-240, which requires not-for-profit entities receiving public funds to document and make available the receipt and expenditures of such funds. The requirements outlined in Section 4B are not meant to satisfy the terms of K.S.A. 45-240.

#### 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

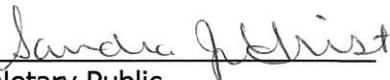
The City shall retain the authority to withhold any and all payments to the Independent Agency if, in the sole judgment of the City, the proposed or continued use of the funds violates the terms of this Agreement, any applicable law, or is contrary to the appropriate use of public funds.

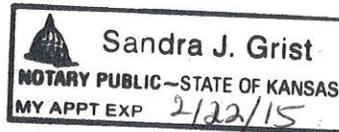
**THE UNDERSIGNED, DULY REPRESENTING HOUSING & CREDIT COUNSELING, INC., THE INDEPENDENT AGENCY OF THIS AGREEMENT, HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:**

Signature:   
Print Name and Title: Robert L. Mackey, President CEO

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

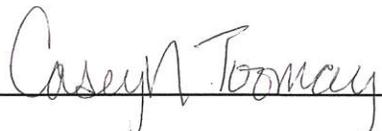
The foregoing Agreement was acknowledged before me this 30 day of January 2012 by Robert L Mackey, representing HCCI as the Independent Agency of this Agreement. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

  
Notary Public



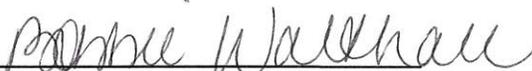
My commission expires: 2/22/15

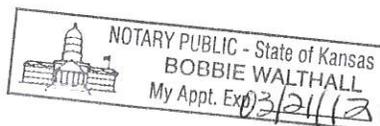
**THE UNDERSIGNED FOR THE CITY OF LAWRENCE, KANSAS:**

Signature:   
Printed Name and Title: Casey Toomay, Budget Manager

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 18 day of January 2012 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: 3/21/12



# City of Lawrence

## CITY MANAGER'S OFFICE

DAVID L. CORLISS  
CITY MANAGER

City Offices  
PO Box 708 66044-0708  
[www.lawrenceks.org](http://www.lawrenceks.org)

6 East 6<sup>th</sup> St  
785-832-3000  
FAX 785-832-3405

REC'D JAN 24 2012

CITY COMMISSION  
MAYOR  
ARON E. CROMWELL

COMMISSIONERS  
ROBERT J. SCHUMM  
MICHAEL DEVER  
HUGH CARTER  
MIKE AMYX

January 20, 2012

Dear Outside Agency Representative,

Enclosed are agreements outlining the conditions for the use of City funds allocated to your agency for calendar year 2012. In addition, the agreements detail the reporting requirements with which your agency must comply. A separate agreement is included for each funding source.

Please review the agreements carefully and note the timeline for distribution of funds. This timeline is based on when the City receives funds from the State and your agency should plan accordingly.

The agreements should be signed and notarized and **returned to the City Manager's Office by February 29, 2012**. Please make a copy of each agreement to retain for your records.

Please do not hesitate to contact me at [ctoomay@lawrenceks.org](mailto:ctoomay@lawrenceks.org) or 785-832-3409 should you have any questions.

Thank you for your cooperation.

Sincerely,

Casey N. Toomay  
Budget Manager

