

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 Minister's Fellowship, Inc.**, (hereafter the "Independent Agency"), on this 12th day of Jan 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 **\$4,000** 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 the funds will be used as follows:
 - 1. To implement a "student shadowing" program to develop young professionals in the Lawrence community;
 - 2. To provide a minimum of two scholarship awards to assist in furthering education;
 - 3. To work the Boys and Girls Club to prepare scholarship applicants and educate students on requirements for receiving scholarships;
 - 4. To provide social camp events, exposing at least 5 children to activities and people in their peer groups, sharpening their interpersonal skills;
 - 5. To network with the University of Kansas and Haskell University to improve race relations;
 - 6. To continue to work with the Jayhawk Rotary Club event bringing multicultural and multiracial groups together for a motivational breakfast impacting over 150 people;
 - 7. Conduct a business bazaar to educate the community of local goods and services available including health screenings;
 - 8. To provide a musical concert, which honors the legacy of Dr. King in words and music, featuring a diverse group of youth and adult choir members;
 - 9. To support the USD 497 programs with strategic plans to get more minority students involved in the MLK school activity projects that impacts the 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

The Independent Agency shall request disbursement of funds as follows:

- A) Requests for disbursements shall be made by the Independent Agency in writing, on the official letterhead of the agency;
 - 1. the Independent Agency's total allocation shall be submitted **on or after January 1, 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 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 4A 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 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:

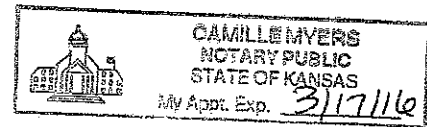
Signature: Rev. Paul Winn

Print Name and Title: Rev. Paul Winn, President

STATE OF KANSAS)
COUNTY OF DOUGLAS)

The foregoing Agreement was acknowledged before me this 22 day of April, 2012 by Rev. Paul Winn, representing himself 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.

[Signature]
Notary Public



My commission expires: Mar 17 2016

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 20 day of April, 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.

Bobbie J. Walthall
Notary Public

My commission expires: 03/21/14

