

## ***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 Children's Choir** (hereafter the "Independent Agency"), on this 18<sup>th</sup> day of November 2016, 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 **\$5,000** during City budget year 2017, 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 to meet the following objectives:
  - 1. Ninety percent (90%) of students show advancement in the national and state standards of music education;
  - 2. Students will perform at 5 functions throughout the year; and
  - 3. After the tour, ninety-five percent (95%) of students will receive positive feedback based on the students' attitude, cooperation, attentiveness and ability to follow directions.

### **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, 2017 and second half of funds will not be disbursed before October 1, 2017.**

- 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, 2017**;
    - b) A request for the remaining fifty percent (50%) of the Independent Agency's total allocation shall be submitted **on or after September 1, 2017**.
- 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 cumulative progress report that describes the progress made towards meeting the goals and outcomes described in the Independent Agency's Application for Funding shall be **due February 15, 2018**.
- B) **If not submitted with an application for funding for the following calendar year**, 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. Anti-Discriminatory Practice

The Independent Agency must follow all applicable federal, state, and local laws regarding protected classes and may not refuse service to any persons based on race, sex, religion, color, national origin, age, ancestry, familial status, sexual orientation, gender identity, or a real or perceived disability.

#### VI. Retention and Access to Records

The Independent Agency will give the City, the City Auditor, or any authorized representatives of the City access to and the right to examine all records related to the expenditure of City funds.

The Agency shall keep financial records and all other records pertaining to this project being funded for a minimum of three (3) years. The City may, at its sole option, conduct an audit related to this funding agreement. The Independent Agency shall, upon City's request, make its records, employees, and property available promptly.

#### VII. 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 CHILDREN'S CHOIR, THE INDEPENDENT AGENCY OF THIS AGREEMENT, HEREBY AGREES TO THE CONDITIONS OF THIS AGREEMENT FOR THE RECEIPT, EXPENDITURE AND USE OF CITY FUNDS:**

Signature: Jane K Graves  
Print Name and Title: Jane K Graves, Executive Director

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 22<sup>nd</sup> day of November, 2016 by Jane Graves, representing Lawrence Children's Choir 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.

Laura Petty  
Notary Public



My commission expires: 8/4/20

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

Signature: Casey Toomay  
Printed Name and Title: Casey Toomay, Assistant City Manager

STATE OF KANSAS )  
COUNTY OF DOUGLAS )

The foregoing Agreement was acknowledged before me this 3<sup>rd</sup> day of March, 2017 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: 12/21/20

