

LETTER OF UNDERSTANDING
UNITED COMMUNITY SERVICES GRANT FOR HUMAN SERVICES

This Letter of Understanding is entered into this ____ day of _____, 2010 by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as CITY, and United Community Services of Johnson County, Inc., hereinafter referred to as UCS. This Letter of Understanding is written to outline the scope of the program to be provided and the level of assistance payable to UCS for the FY 2011 Human Service Funds.

WHEREAS, UCS provides a clearinghouse for the funding of human services in Johnson County; and

WHEREAS, the CITY has approved funds in its 2011 budget to provide financial support for human services;

NOW, THEREFORE, the parties mutually agree as follows:

1. The CITY shall disperse a one-time grant of \$56,030 to UCS for the Human Service Funds within 30 days of receiving the annual performance report for program year 2010.
2. UCS will maintain a special bank account restricted to receipt and disbursement of Human Service Funds. UCS will record all deposits and disbursements.
3. Interest accrued on Human Service Funds will be retained and included in the next funding cycle for Human Service Funds.
4. UCS will retain no more than 8.9% of the Human Service Funds available for distribution to administer and monitor the Human Service Funds process.
5. UCS will solicit, for review by a volunteer committee, applications from nonprofit 501(c)(3) agencies serving residents of Johnson County. Following the committee's recommendations and UCS Board approval, UCS will submit a report to the CITY summarizing their recommendation for allocation of FY 2011 Human Service Funds.
6. The CITY will consider recommendations as submitted by UCS and approve or advise UCS regarding modification to the recommendations before January 31, 2011.
7. UCS will notify applicants of the recommendations and final combined allocations. All funded agencies will be required to submit to UCS a program and financial report semiannually. Payments of allocations will be made to agencies semiannually by UCS.

8. UCS agrees to submit to the CITY, a mid year report by August 31, 2011, and a year end report within ninety (90) days of the end of this Letter of Understanding, outlining the utilization of the CITY's Human Service Funds including, but not limited to, the unobligated, unexpended funds retained by UCS. UCS agrees to refund to the CITY an amount equal to the unexpended, unobligated funds.
 - a. The report shall include for each UCS sub-recipient, a breakdown of total people served, Johnson County residents served and Overland Park residents served. The report shall also include demographic information to include: client's name, income level, ethnicity, race, and head of household status.
9. If UCS and/or Human Service Funds cease to exist during the term of the Letter of Understanding, the unexpended balance of the CITY funds will be returned to the CITY.
10. This Letter of Understanding shall be in effect for the period of January 1, 2011, through December 31, 2011, provided either party may terminate said Letter of Understanding prior to this date by thirty (30) day's written notice. After said notice is given, no additional funds will be obligated, and all unexpended funds will be returned to the CITY within sixty (60) days of said notice.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed in triplicate by their duly authorized representatives and made effective on the date first above written.

CITY OF OVERLAND PARK, KANSAS

By _____
Carl Gerlach, Mayor

ATTEST:

Marian Cook
City Clerk

APPROVED AS TO FORM:

J. Bart Budetti
Senior Assistant City Attorney

UNITED COMMUNITY SERVICES OF
JOHNSON COUNTY

By _____
Karen Wulfkuhle, Executive Director

ATTEST:

Stacy Davis
Community Initiatives Associate