

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as CITY, and Catholic Charities of Northeast Kansas, Inc., a non-profit organization, hereinafter referred to as Catholic Charities.

WHEREAS, Catholic Charities, located at 9720 W. 87th Street, Overland Park, Kansas, is a non-profit health and human services agency that assists high-risk low income households and or individuals in Overland Park; and

WHEREAS, Catholic Charities intends to help low-income households of Overland Park to meet basic survival needs which includes assistance with rent and utilities; and

WHEREAS, the CITY has approved and proposes to make a grant of up to \$4,615.54 from the Community Development Block Grant (CDBG) program, providing emergency financial assistance to low income Overland Park families for rental assistance and utility assistance, as described in the grant proposal dated April 4, 2009.

NOW, THEREFORE, in consideration of the promises and covenants of this contract, the parties hereto agree as follows:

I. TERM

The term of this Agreement shall be for the period commencing on May 1, 2010 and ending April 30, 2011 subject to the terms and conditions hereinafter contained. The grant will continue for the term specified as long as Catholic Charities is operational and the CITY has not exercised its right under Section 13, Right of the City to terminate.

II. ELIGIBILITY

Catholic Charities shall provide eligibility determination for applicants for the emergency assistance funded by this grant. The following factors will be used to determine eligibility:

- a. The applicant for emergency assistance is a resident of the CITY; and
- b. The total income for all members of the applicant's household does not exceed 150% of the federal poverty level.

III. FUNDING

The CITY agrees to disburse to Catholic Charities a grant of up to \$4,615.54 from CDBG funds, payment subject to conditions hereinafter stated and those applicable regulations as established by the Department of Housing and Urban Development, Catalog of Federal Domestic Assistance Number 14-218.

The CITY agrees to disburse the CDBG funds on the following schedule:

Funds shall be disbursed by the CITY upon request by Catholic Charities, based on funds expended and costs incurred. The final request for funds is to be made within thirty days of the termination of this Agreement.

Any program income derived from the Community Development Block Grant shall be reported to the CITY and shall be used by Catholic Charities for purposes as outlined in this Agreement and subject to the requirements and conditions herein specified.

The cost and liability to the CITY for work under this Agreement shall not exceed the amount of fiscal year 2010 CDBG funds authorized and available to the CITY for this project and shall be subject to the release of funds by the Department of Housing and Urban Development.

IV. RECORDS AND REPORTS

Catholic Charities agrees to maintain records and submit reports to the city on a quarterly basis. Such records and reports, at a minimum, shall include services provided and client totals by low/moderate income, race, ethnic group, head of household, city of residence and other information as may be required by the CITY and shall be in a form as approved by the CITY. These records shall also include all documentation pertaining to the applicant's eligibility for the programs funded by this grant. Catholic Charities shall provide the CITY with Catholic Charities policy and procedure for determining dollar amounts to be distributed to clients. Catholic Charities shall provide the CITY with access to all records upon request. Catholic Charities agrees to maintain all records for five years following the termination of this Agreement.

V. SPECIAL REQUIREMENTS

Catholic Charities agrees to comply with applicable CITY zoning ordinances, building code requirements and other applicable city and state codes, ordinances, or licensing requirements. Catholic Charities understands that execution of this Agreement is in no way a waiver or approval of any provision of this section.

Catholic Charities understands and agrees that the administration and expenditure of funds from this grant shall be in compliance with CDBG regulations; provided further, Catholic Charities agrees to be solely responsible for ensuring said compliance. Catholic Charities further certifies that it will comply with the applicable provisions of the Code of Federal Regulations 24 CFR, Part 570, to include, but not limited to, 24 CFR, Section 570.502, and Office of Management and Budget Circulars, to include, but not limited to, Circular A-133: Audits of States, Local Governments, and Non-Profit Organizations, revised June 24, 1997; provided further, that Catholic Charities agrees to comply with applicable federal law and regulations described in 24 CFR, Part 570, Subpart K including the Conflict of Interest provisions at 24 CFR Part 570, Subpart K, 570.611.

Title 31 U.C.S., Section 1352, requires all sub-grantees, contractors, subcontractors, and consultants who receive federal funds via the CITY to certify that they will not use federal funds to pay any person for influencing or attempting to influence a federal agency or Congress in connection with the award of any federal contract, grant, loan, or cooperative agreements.

In addition, contract applicants, recipients, and sub-recipients must file a form disclosing any expenditures they make for lobbying out of non-federal funds during the contract period.

Necessary forms are available from the Section Manager, Community Services, of the CITY and must be returned to the CITY with other contract documents. It is the responsibility of the general contractor to obtain executed forms from any subcontractors who fall within the provisions of the Code and to provide the CITY with the same.

VI. NON-DISCRIMINATION

Catholic Charities shall observe the provisions of the Civil Rights Act of 1964 and the Kansas Act Against Discrimination and any subsequent revisions and additions to these statutes and shall not discriminate against any person in the performance of work under this Agreement because of race, color, religion, sex, disability, national origin, familial status, ancestry, or age.

VII. GENERAL ADMINISTRATION

It is the intent of the parties hereto in the preparation and execution of this Agreement to avoid a conflict with the applicable laws or regulations of the State of Kansas, and if any provision herein is found to be in conflict with state law or regulation, it is the intent of the parties hereto that such provisions shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provisions had not been written or made a part hereof.

It is understood and agreed that the written terms and provisions of the Agreement shall supersede all prior verbal statements of any and every official and/or other representative of the CITY and Catholic Charities, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way, the written Agreement.

The parties agree that neither shall assign or transfer their interest in this Agreement without the written consent of the other.

The failure of the CITY or Catholic Charities to insist on strict performance of any of the terms and conditions herein shall not be deemed a waiver of the right to demand strict performance of that or any other provision at any time thereafter.

Catholic Charities agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of Catholic Charities or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement.

VIII. SEVERABILITY

RIGHT OF CITY TO TERMINATE CONTRACT:

A. **Termination for Convenience**

The CITY may, when the interests of the City so require, with 60 days notice, terminate this contract in whole or in part, for the convenience of the CITY. The CITY shall give written notice of the termination to Catholic Charities, specifying that the contract, or a designated part thereof, shall be terminated; and when termination becomes effective, Catholic Charities shall incur no further obligations to the CITY in connection with the terminated work or services; and on the date set in the notice of termination, Catholic Charities will stop work or services on behalf of the CITY to the extent specified.

In the event the contract is terminated for convenience of the CITY, the CITY will disburse funds for costs incurred and funds expended by Catholic Charities prior to the date of termination.

B. **Termination for Default**

If Catholic Charities is violating any of the conditions of this Agreement or is executing the same in bad faith, the CITY may serve written notice on Catholic Charities of its intention to terminate the contract and unless, within seven (7) days after the serving of the notice, a satisfactory arrangement has been made for the continuance thereof, this contract shall terminate. The CITY retains the right to withhold the grant or any portion thereof for damages incurred as a result of the Catholic Charities' breach of this Agreement.

Executed in triplicate 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

CATHOLIC CHARITIES OF NORTHEAST KANSAS, INC.

By _____
Jan M. Lewis
President and CEO

ATTEST:

Wendy D. Doyle
Executive Vice-President of Development