

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 the Johnson County Interfaith Hospitality Network, Inc., a non-profit Kansas Corporation, hereinafter referred to as IHN.

WHEREAS, IHN provides emergency shelter, meals, and case management services for homeless families in Johnson County, including Overland Park families, with the goal of returning the families to stable housing in the shortest time possible; and

WHEREAS, IHN has identified a need for professional case management services for families, including assistance with employment, housing and childcare searches, assistance with budgeting and financial skills, and referrals to needed resources including healthcare, counseling, transportation and other local program; 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 to provide case management services for the homeless at IHN's office located in Johnson County;

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

1. The CITY agrees to disburse to IHN, a grant of up to \$4,615.54 from fiscal year 2010 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.
2. IHN shall use the CDBG grant solely for the purpose of providing case management services for Overland Park residents who are homeless, as defined in the grant proposal dated April 2, 2009. It is also agreed that CITY funding of is Agreement is to supplement, not replace other existing funding sources for the position funded by this Agreement.
3. IHN will comply with all applicable state and federal laws and regulations that apply to faith-based groups and programs pursuant to the Charitable Choice laws, Presidential Executive order and implementing regulations adopted by the appropriate federal agencies.
4. IHN by signing this Agreement, agrees to provide adequate certification that the facility and operation outlined in this Agreement will principally serve low- and moderate- income persons.

5. IHN 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. Attendance at religious activities conducted by IHN's host and support congregations is not required and is devoid of religious proselytizing.
6. IHN agrees to maintain records and submit reports to the CITY as may be required by the CITY. Such records shall include contracts, proposals, invoices, vouchers and other documentation associated with work under this Agreement. IHN shall provide the CITY with access to all records upon request. IHN agrees to maintain all records for five years following the termination of this Agreement.
7. The CITY agrees to disburse CDBG funds on the following schedule:
 - a. The term of this Agreement shall be for the period commencing on April 1, 2010 and ending March 31, 2011 or until the grant funds are expended. The grant will continue for the term specified as long as IHN is operational and the CITY has not exercised its rights under Section 14, Right of the City to terminate.
 - b. The funds shall be disbursed by the CITY upon request by IHN 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.
 - c. 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 release of funds by the Department of Housing and Urban Development.
8. The parties agree that upon completion of all work specified herein and the satisfaction of all contingencies and provisions of this Agreement and acknowledgment by the CITY, this contract shall thereupon become null and void and of no further effect.
9. IHN understands and agrees that the administration and expenditure of funds from this grant shall be in compliance with CDBG regulations; provided further, IHN agrees to be solely responsible for ensuring said compliance. IHN 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, IHN 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.

10. 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.

11. IHN 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 IHN's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement.
12. The parties agree that neither shall assign or transfer their interest in this Agreement without the written consent of the other.
13. 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 IHN, specifying that the contract, or a designated part thereof, shall be terminated; and when termination becomes effective, IHN 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, IHN 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 IHN prior to the date of termination.

Termination for Default

If IHN is violating any of the conditions of this Agreement or is executing the same in bad faith, the CITY may serve written notice on IHN 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 IHN's breach of this Agreement.

14. The failure of the CITY or IHN 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.
15. 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 IHN, 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.
16. 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.

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

JOHNSON COUNTY INTERFAITH
HOSPITALITY NETWORK, INC.

By _____
Larry Cook
Board President

ATTEST:

Vicki Dercher
Executive Director