

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as CITY, and the Family Conservancy a non-profit Kansas Corporation.

WHEREAS, The Family Conservancy, Family Asset Building (FAB) Program, an Individual Development program assists income eligible Overland Park households accumulate appreciable assets for first homes, small businesses or a college education.

WHEREAS, The Family Conservancy FAB Program, using matched saving accounts, financial education and one-to-one support, assists participants in achieving their goals and entering the financial mainstream; and

WHEREAS, the CITY has approved and proposes to make a grant of up to \$8,765.88 from the Community Development Block Grant (CDBG) program to provide case management services at the Family Conservancy's Johnson County Family Center.

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 the Family Conservancy, a grant of up to \$8,765.88 from fiscal year 2008 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. The Family Conservancy shall use the CDBG grant solely for the purpose of providing case management services, as defined in the grant proposal dated March 27, 2007. It is also agreed that CITY funding of this Agreement is to supplement, not replace other existing funding sources for the position funded by this Agreement.
3. The Family Conservancy 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.
4. The Family Conservancy 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.
5. The Family Conservancy 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. The Family Conservancy shall provide the CITY with

access to all records upon request. The Family Conservancy agrees to maintain all records for five years following the termination of this Agreement.

6. 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, 2008, and ending March 31, 2009, or until the grant funds are expended. The grant will continue for the term specified as long as the Family Conservancy is operational and the CITY has not exercised its rights under Section 12, Right of the City to terminate.
  - b. The funds shall be disbursed by the CITY upon request by the Family Conservancy, 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 2008 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.
7. 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.
8. The Family Conservancy understands and agrees that the administration and expenditure of funds from this grant shall be in compliance with CDBG regulations; provided further, the Family Conservancy agrees to be solely responsible for ensuring said compliance. The Family Conservancy 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, TLC agrees to comply with applicable federal law and regulations described in 24 CFR, Part 570, Subpart K.
9. Title 31 U.C.S., Section 1352, requires all subgrantees, 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 subrecipients 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 Administrator Management Services, Department of Planning and Development 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.

10. The Family Conservancy agrees to defend, indemnify, and hold harmless the CITY and its agents and/or employees from any and all claims, settlements, and judgements for personal injury, bodily injury, property damage, and/or death arising out of the Family Conservancy's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement.
11. The parties agree that neither shall assign or transfer their interest in this Agreement without the written consent of the other.
12. 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 the Family Conservancy, specifying that the contract, or a designated part thereof, shall be terminated; and when termination becomes effective, the Family Conservancy 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, the Family Conservancy 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 the Family Conservancy prior to the date of termination.

B. Termination for Default

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

13. The failure of the CITY or the Family Conservancy 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.

14. 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 the Family Conservancy, 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.
15. 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

THE FAMILY CONSERVANCY

By \_\_\_\_\_  
David Guyot, Chair, Board of Directors

ATTEST:

\_\_\_\_\_  
Betsy Vander Velde  
President and CEO