

AGREEMENT

This Agreement is made and entered into this ___ day of _____, 2009, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as CITY, and The Greater Kansas City Housing Information Center, a non-profit Kansas Corporation, hereinafter referred to as Housing Information Center.

WHEREAS, the Housing Information Center has developed a program to provide comprehensive housing counseling services for families and individuals; and

WHEREAS, the Housing Information Center has identified a need for housing counseling services for persons living in the Johnson County, Kansas area and operates a housing counseling office located within Johnson County, Kansas as a resource to the CITY; and

WHEREAS, the CITY has approved funds in its 2010 budget to provide financial support for the Housing Information 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 Housing Information Center a grant of up to \$10,000 towards the operation of the Housing Information Center's Johnson County office, subject to the conditions hereinafter stated.
2. The Housing Information Center shall use the grant solely for the purpose of staffing and operating the Housing Information Center's Johnson County office. The office is to be open a minimum of 2 days per week. City funding is to supplement, not replace other existing funding sources.
3. The Housing Information Center agrees to maintain records and submit reports to the CITY as may be required by the CITY. Such records shall include contracts, proposals, invoices, and other documentation associated with work under this Agreement. The Housing Information Center shall provide the CITY with access to all records upon request. The Housing Information Center agrees to maintain all records for five years following the termination date of this Agreement.
4. The CITY agrees to disburse funds on the following schedule:
 - a. The term of this Agreement shall be for the period commencing on January 1, 2010, and ending December 31, 2010. The grant will continue for the term specified as long as the Housing Information Center in Johnson County, Kansas is operational and the CITY has not exercised its rights under Section 13 of the Agreement.
 - b. The disbursement of funds will be based on monthly expenditures made until all funds are expended; the term of the contract expires; or the contract is terminated in accordance with Section 13 of the Agreement.

5. The Housing Information Center agrees to comply with applicable zoning ordinances, building code requirements and other city and state codes, ordinances or licensing requirements pertaining to their business or services. The Housing Information Center understands that execution of this Agreement is in no way a waiver or approval of any provision of this Section.
6. The parties agree that upon completion of all work specified herein and the satisfaction of all contingencies and provisions of this Agreement and acknowledgement by the CITY, this contract shall thereupon become null and void and of no further effect.
7. The Housing Information Center 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 Housing Information Center's or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this Agreement.
8. The parties agree that neither shall assign or transfer their interest in this Agreement without the written consent of the other.
9. The Housing Information Center shall observe the provisions of the Civil Rights Act of 1964 and the Kansas Act Against Discrimination and any subsequent revisions 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.
10. The failure of the CITY or the Housing Information Center 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.
11. 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 Housing Information Center, and such statements shall not be effective or construed as entering into, or forming a part of, or altering in any way, the written Agreement.
12. 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 thereof.

13. RIGHT OF CITY TO TERMINATE CONTRACT:

A. Termination for Convenience

The CITY may, when the interests of the CITY so require, with sixty (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 Housing Information Center, specifying that the contract, or a designated part thereof, shall be terminated; and when termination becomes effective, the Housing Information Center 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 Housing Information Center 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 Housing Information Center prior to the date of termination.

B. Termination for Default

If the Housing Information Center 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 Housing Information Center 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 Housing Information Center's 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

THE GREATER KANSAS CITY HOUSING
INFORMATION CENTER

By _____
Tim Jones
Board Chairman

ATTEST:

Patricia Gilmore Wilkins
Executive Director