

## **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 SAFEHOME, Inc., a non-profit Kansas Corporation, hereinafter referred to as SAFEHOME.

WHEREAS, SAFEHOME has developed a program to provide temporary shelter for persons fleeing domestic violence; and

WHEREAS, SAFEHOME has developed and operates a shelter located within Johnson County as a resource for the CITY; and

WHEREAS, SAFEHOME has identified a need to complete certain improvements to improve the shelter's facilities; and

WHEREAS, the CITY has approved and proposes to make a grant of up to \$21,042.26 from the Community Development Block Grant (CDBG) program, for the purpose of funding necessary improvements identified in the grant proposal dated April 6, 2009.

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 SAFEHOME a grant of up to \$21,042.26 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. SAFEHOME shall use the CDBG grant solely for the purchase and installation of two water heaters as defined in the proposal dated April 6, 2009.
3. The City agrees to disburse CDBG funds on the following schedule:
  - a. The term of this Agreement shall be for the period commencing on June 1, 2010, and ending May 31, 2011, subject to the terms and conditions hereinafter contained.
  - b. An amount up to but not exceeding \$21,042.26 shall be disbursed by the CITY upon receipt of evidence of expenditures made by SAFEHOME as outlined in Section 2.

4. SAFEHOME agrees that any renovations or improvements shall comply with applicable zoning ordinances, building code requirements and other city and state codes, ordinances or licensing requirements. SAFEHOME understands that execution of this Agreement is in no way a waiver or approval of any provision of this Section.
5. 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.
6. SAFEHOME understands and agrees that the administration and expenditure of funds from this grant shall be in compliance with CDBG regulations; provided further, SAFEHOME agrees to be solely responsible for ensuring said compliance. SAFEHOME 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 SAFEHOME agrees to comply with applicable federal law and regulations described in 24 CFR, Part 570, Subpart K. SAFEHOME agrees to comply with Davis-Bacon prevailing wage requirements for expenditures in excess of \$2,000, where laborers or mechanics will be utilized to complete the federally funded project. SAFEHOME further agrees to refrain from entering into any contract with a contractor on the excluded parties list per 24 CFR Part 570, Subpart K, 570.609.
7. 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.

8. SAFEHOME shall provide to the CITY, within thirty days of the termination of this Agreement, a full accounting of the expenditure of all grant funds.

All grant funds unexpended as of May 31, 2011 shall be returned to the CITY within thirty days.

9. SAFEHOME understands that CDBG funds are to principally benefit those persons of low- and moderate-income, as established by the Department of Housing and Urban Development for the Kansas City metropolitan region; and SAFEHOME, 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.
10. SAFEHOME 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 SAFEHOME'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. SAFEHOME shall observe the provisions 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.
13. The failure of the CITY or SAFEHOME 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 SAFEHOME, 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.

16. 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.
17. SAFEHOME 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. SAFEHOME shall provide the CITY with access to all records upon request. SAFEHOME agrees to maintain all records for five years following the termination of this Agreement.
18. 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 SAFEHOME, specifying that the contract, or a designated part thereof, shall be terminated; and when termination becomes effective, SAFEHOME 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, SAFEHOME 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 SAFEHOME prior to the date of termination.

B. Termination for Default

If SAFEHOME is violating any of the conditions of this Agreement or is executing the same in bad faith, the CITY may serve written notice on SAFEHOME 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 SAFEHOME's breach of this Agreement. SAFEHOME further agrees to repay to the CITY the full amount of all grant funds advanced by the CITY under this Agreement, should SAFEHOME be in default. Repayment shall be made in full within thirty days (30) of default by SAFEHOME.

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

SAFEHOME, INC.

By \_\_\_\_\_  
Joab Ortiz, President

ATTEST:

\_\_\_\_\_  
Janee' M. Hanzlick  
Associate Director