

## **AGREEMENT**

THIS INTERLOCAL SERVICE AGREEMENT (the "Agreement"), pursuant to K.S.A. 12-2908, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Board of County Commissioners of Johnson County, Kansas, by and through the Office of the County Manager of Johnson County, Kansas (the "COUNTY"), and the City of Overland Park, Kansas (the "CITY").

WHEREAS, it is the intent and purpose of the parties hereto that the COUNTY shall provide home repair services, as those services are described below, to qualified residents of the CITY, subject to the terms and conditions of this Agreement and to the extent that funds for the same are made available, and that the COUNTY shall perform such administrative and management functions as necessary to provide for the effective and sufficient conduct and operation of the Program described below; and

WHEREAS, the parties acknowledge that the purpose of the Program described below is to enable low-to-moderate income residents of the CITY to maintain a decent, safe, and accessible home environment, and to provide qualified, experienced individuals to perform home repairs for such qualifying persons who would otherwise be unable to complete said repairs.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

### **I. SCOPE OF SERVICE**

**A. Activities.** The COUNTY will be responsible for administering a CDBG Year 2012 Minor Home Repair Program (the "Program") in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. The COUNTY will be responsible for determining or recommending to the CITY under which Activity to conduct each project. The Program will include the following Activities eligible under the Community Development Block Grant program:

1. **Minor Home Repair.** Complete minor home repairs for eligible and qualified residents of the CITY following the procedures below. Repairs on a single project will not exceed \$5,000 without prior approval of the CITY's Contract Administrator.

#### **Scope of Responsibilities** – The COUNTY shall:

- a) Determine and document the eligibility of the applicant.
- b) Determine if the applicant has a potential conflict of interest and document in the client file per 24 CFR Part 570. Subpart K, 570.611.
- c) Complete a Tier II Environmental Review ("ERR") for each rehabilitation project and submit to the CITY for review and approval, if appropriate. The ERR shall be approved by the CITY prior to the obligation of funds. The COUNTY agrees to proceed with, modify, or cancel the project based on the results of the ERR, and agrees to implement any special conditions, mitigation measures or requirements identified in the CITY's ERR approval.

- Note: Prior to the commencement of the Program year, the CITY will provide to the COUNTY a fully executed copy of the Tier I Review per 24 CFR Part 58 and National Policy Act of 1969 (NEPA).
- d) Inspect the applicant's house to identify the scope of the work needed and whether it is classified as a minor home repair for the purposes of this Agreement.
  - e) If the home was built prior to 1978, provide the applicant with the Lead-Based Paint notification and so document in the client file, and if applicable, the work will comply with all lead-based paint requirements, including, but not limited to the provisions in 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.
  - f) Check the home for the presence of an operating smoke detector and carbon monoxide detector. If none is present, the COUNTY shall install a battery-operated smoke detector and/or carbon monoxide detector.
  - g) Assign a contractor to perform the specified work subsequent to checking and documenting in the client file that the contractor is not on the excluded parties list, per 24 CFR Part 570, Subpart K, 570.609.
  - h) Assure that the contractor obtains the necessary building permits from the CITY and document any permits in the client file.
  - i) Inspect all completed work for compliance with the issued work order and applicable safety standards.
  - j) Issue payments for materials and supplies and/or contractors after satisfactory completion of all work.

2. **Code Violation Correction.** Complete correction of code violations for eligible and qualified residents of the CITY. Under certain specified circumstances, exterior property maintenance repairs may be eligible costs under this Agreement. The intent of this Activity is to provide a resource for income-eligible homeowners who receive a code violation citation from Community Services (a Section in the CITY) for violations of the Overland Park Municipal Code (O.P.M.C.), including, but not limited to, Section 7.26.070 Exterior Wall Surface, Section 7.26.075 Trim, Section 7.26.080 Windows and Doors, Section 7.26.090 Roofing and Guttering, and Section 7.26.100 Attached Structures (separately or collectively referred to as "violations"), to assure the necessary actions are taken to correct the violations and to bring the subject property into compliance with the applicable code in a timely manner. Repairs to correct the violations may include interior repairs and site improvement repairs on the subject property if consistent with the COUNTY's Policies (as set forth in Section I.E) and authorized by the CITY's Contract Administrator. Repairs are not to exceed \$4,000 per household, unless authorized by the CITY's Contract Administrator. For the purposes of this Agreement, "exterior property maintenance repairs" may include code violations of any type that constitute an unsafe condition or a hazard.

Scope of Responsibilities – The COUNTY shall:

- a) Determine and document the eligibility of the applicant.

- b) Determine if the applicant has a potential conflict of interest and document in the client file per 24 CFR Part 570. Subpart K, 570.611.
- c) Complete a Tier II Environmental Review (“ERR”) for each rehabilitation project and submit to the CITY for review and approval, if appropriate. The ERR shall be approved by the CITY prior to the obligation of funds. The COUNTY agrees to proceed with, modify, or cancel the project based on the results of the ERR, and agrees to implement any special conditions, mitigation measures or requirements identified in the CITY’s ERR approval.

Note: Prior to the commencement of the Program year, the CITY will provide to the COUNTY a fully executed copy of the Tier I Review per 24 CFR Part 58 and National Policy Act of 1969 (NEPA).

- d) Inspect the applicant’s home as soon as possible during or after eligibility determination to identify the scope of work needed to correct the Municipal Code violation.
- e) If the home was built prior to 1978, provide the applicant with the Lead-Based Paint notification and so document in the client file, and if applicable, the work will comply with all lead-based paint requirements, including, but not limited to the provisions in 24 CFR 35, 24 CFR 570.608 and 24 CFR 982.401.
- f) Assign a contractor to perform the specified work subsequent to checking and documenting in the client file that the contractor is not on the excluded parties list, per 24 CFR Part 570, Subpart K, 570.609.
- g) Assure the contractor obtains the appropriate CITY building permit and document the information in the client file.
- h) Coordinate with the CITY inspector to conduct an inspection of all completed work for compliance with the notice of violation, the issued work order and all applicable safety standards.
- i) Assure any work not meeting Municipal Code standards at the final re-inspection by the CITY, is corrected and brought into compliance prior to closing the project.
- j) Issue payment for materials and supplies and/or contractors after satisfactory completion of all work and notification to Community Services that the subject property is in compliance with applicable Municipal Code.

3. **Emergency Repair.** Complete emergency repairs for eligible and qualified residents of the CITY. Emergency repairs include any immediate condition that renders the residence unsafe or unfit for human occupancy. Each project will be pre-approved by the CITY individually, and repairs are not to exceed \$3,000 without prior approval of the CITY’s Contract Administrator.

Scope of Responsibilities – The COUNTY’s scope of responsibilities shall be the same as those set forth in Activity #1 - Minor Home Repair.

4. **Overland Park Home Rehab Loan.** Complete home repairs for eligible and qualified residents of the CITY due to code violations, unfit conditions, health and safety concerns that may exceed \$5,000.

Scope of COUNTY's Responsibilities – The COUNTY's scope of responsibilities shall be the same as those set forth in Activity #1 - Minor Home Repair.

Scope of CITY's Responsibilities – The CITY shall:

- a) Execute Overland Park Home Rehab Loan documents with the resident after qualification by the COUNTY.
- b) Pay the COUNTY for project costs upon receiving a request for payment.
- c) Pay the COUNTY the administrative fee at or immediately after project closeout, which shall include submittal of all required project documentation.

The COUNTY will administer all tasks in connection with the above-said four Activities in compliance with all applicable zoning ordinances, building code requirements, and other federal, state and CITY codes, ordinances, regulations and licensing requirements, and in a manner satisfactory to the CITY. The COUNTY understands that execution of this Agreement is in no way a waiver or approval of any such codes, ordinances, regulations and licensing requirements.

**B. National Objectives.** The COUNTY certifies that the Activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons under the criteria of Housing activities - an eligible activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

**C. Levels of Accomplishment – Goals and Performance Measures.** The levels of accomplishment include the number of units rehabbed and persons or households assisted during the term of this Agreement. The COUNTY agrees to provide the following levels of services:

<u>Activity</u>	<u>Total Units/Year</u>
Activity #1 - <u>Minor Home Repair</u>	12
Activity #2 - <u>Code Violation Correction</u>	5
Activity #3 - <u>Emergency Repair</u>	<i>As needed</i>
Activity #4 - <u>O.P. Home Rehab Loan</u>	<i>As needed</i>

Note: A Unit is defined as the residential premises of a single household.

**D. Staffing.** It is understood and agreed by the parties hereto that the administration of the Program, conducted pursuant to the terms and conditions of this Agreement, shall be performed by and through and utilizing the resources of the Housing Services office of the COUNTY's Department of Human Services and Aging, with offices at 12425 West 87<sup>th</sup> Parkway, Lenexa, KS 66215. The COUNTY shall provide all personnel necessary to perform the duties and services hereunder, with the exception that the COUNTY may subcontract for any repair service described in the Agreement with any reputable and, if

necessary or required by state or local law, rule, or regulation, appropriately licensed individual, firm, or corporation.

**E. Conditions, Restrictions, and Definitions of Home Repairs.** The conditions, restrictions, and definitions of home repairs provided under this Agreement shall be determined by the 2011 Program Year Policies established by the COUNTY for the Minor Home Repair Program (the "COUNTY Policies"), unless otherwise specified in this Agreement. A copy of the COUNTY Policies will be provided to the CITY, and is incorporated herein by reference. Any exceptions to COUNTY Policies will be discussed and mutually agreed upon by a designated representative of the CITY and the COUNTY.

**F. Performance Monitoring.** The CITY will monitor the performance of the COUNTY against goals and performance standards as stated above. Substandard performance as determined by the CITY will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the COUNTY within a reasonable period of time after being notified by the CITY, contract suspension or termination procedures will be initiated.

## **II. TIME OF PERFORMANCE**

Services of the COUNTY under this Agreement shall start on June 1, 2011, and end on May 31, 2012. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the COUNTY remains in control of CDGH funds or CDBG assets, including Program income.

## **III. BUDGET**

**A. Minor Home Repair and Code Violation Correction.** The CITY will provide the COUNTY with funding in an amount not to exceed **\$75,880** for minor home repairs and administrative fees under Activities #1 - Minor Home Repair and #2 - Code Violation Correction provided under this Agreement. From this total grant amount, a subtotal amount equal to **\$40,000** will be set-aside exclusively to fund work under Code Violation Correction. If exhausted prior to January 1, 2012, additional amounts from the total grant may be set aside for Code Violation Correction by or with the approval of the CITY's Contract Administrator. After December 31, 2011, the remaining balance of the Code Violation Correction subtotal amount, in whole or part, can be used to meet the cost of allowable activities under either Activity #1 or #2 with the approval of the CITY's Contract Administrator.

<u>Line Item</u>	<u>Amount:</u>
Subcontracts	\$60,704
Indirect Costs	(see next paragraph)
<u>Administrative Fee</u>	<u>\$15,176</u>
<b>TOTAL</b>	<b>\$75,880</b>

If indirect costs are charged, the COUNTY will develop an indirect cost allocation plan for determining the appropriate COUNTY's share of administrative costs and shall submit such plan to the CITY for approval, in a form specified by the CITY. In addition, the

CITY may require a more detailed budget breakdown than the one contained herein, and the COUNTY shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the CITY. Any amendments to the budget must be approved in writing by both the CITY and the COUNTY.

**B. Emergency Repair.** The CITY will provide the COUNTY funds for project costs and contract administration (20% of project costs) for approved projects under Activity #3 - Emergency Repairs, in addition to the budget for Activities #1 - Minor Home Repair and #2 - Code Violation Correction.

**C. Overland Park Home Rehab Loan.** The CITY will provide the COUNTY funds for project costs and contract administration (20% of project costs) for approved projects under Activity #4 - Emergency Repairs, in addition to the budget for Activities #1 - Minor Home Repair and #2 - Code Violation Correction.

#### **IV. COMPENSATION AND METHOD OF PAYMENT**

The CITY agrees to reimburse the COUNTY for administrative fees based on the percentage of the expenditures to the total budget minus the maximum allocation for administration, but in no event more than 20% of the grant amount or project costs.

The COUNTY shall bill the CITY and be reimbursed for the funds expended for eligible Program repairs under this Agreement, in accordance with the procedure defined by the COUNTY Policies.

The cost and liability to the CITY for work under this Agreement for Activities #1 - Minor Home Repair and #2 - Code Violation Correction shall not exceed the amount of fiscal year 2011 Community Development Block Grant funds authorized and available to the CITY for this Program and shall be subject to release of funds by the Department of Housing and Urban Development. The cost and liability to the CITY for work under this Agreement for Activities #3 - Emergency Repair and #4 - Overland Park Home Rehab Loan shall not exceed the amount preapproved by the CITY's Contract Administrator.

The funding provided for by the Agreement is subject to conditions stated in this Agreement and those applicable regulations as established by the Department of Housing and Urban Development, Catalog of Federal Domestic Assistance Number 14-218.

#### **V. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

CITY

COUNTY

Jack Messer  
Contract Administrator

\_\_\_\_\_  
Exec. Director

Skip Moon  
Grant Program Coordinator

\_\_\_\_\_  
Deputy Director

City of Overland Park  
City Hall  
8500 Santa Fe Drive  
Overland Park, KS 66212-2866  
(913) 895-6000; (913)\_\_\_\_\_ fax

Johnson County  
[Address]\_\_\_\_\_  
[Address]\_\_\_\_\_  
[City, State, ZIP]\_\_\_\_\_  
(913)\_\_\_\_\_; (913)\_\_\_\_\_ fax

**VI. SPECIAL CONDITIONS AND OTHER PROGRAM REQUIREMENTS**

**A. Program Eligibility.**

1. For Minor Home Repair projects, the COUNTY shall provide Program eligibility determination for those persons applying for services by using the following factors:

- a) The applicant must be a resident of Overland Park, Kansas;
- b) The total income for all members of the applicant's household cannot exceed 80% of the median income of the Kansas City metropolitan area, as determined by the Secretary of Housing and Urban Development;
- c) The applicant must be the homeowner and must have occupied the property as a primary residence for at least six (6) months;
- d) The property to be repaired must be within the corporate limits of the CITY; and
- e) When required, medical need will be substantiated and documented.

2. For Code Violation Correction projects, the COUNTY shall provide the Program eligibility determination factors in Section VI. A. 1. above, as well as the following:

- a) The applicant has a notice or letter from Community Services citing a Municipal Code violation; and
- b) The applicant is eligible to receive assistance under this section only once per year, unless otherwise approved by the CITY's Contract Administrator because of unusual and extenuating circumstances; and
- c) Whether the applicant has a potential conflict of interest and document in the client file.

3. For Emergency Repair projects, the COUNTY shall provide the Program eligibility determination factors in Section VI. A. 1. above, as well as confirm that the project constitutes an unsafe or unfit for occupancy condition.

4. For Overland Park Home Rehab Loan projects, the COUNTY shall provide the Program eligibility determination factors in Section VI. A. 1. above.

**B. Program Promotion.** The COUNTY shall publicize the Program and its availability to residents of the CITY. Copies of Program brochures, notices, and other publicity released within any reporting period shall be submitted to the CITY with the periodic reports.

## **VII. GENERAL CONDITIONS**

**A. General Compliance.** The COUNTY agrees to comply with, and agrees that it shall be solely responsible to comply with, the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants, including subpart K of said regulations, except that (1) the COUNTY does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the COUNTY does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The COUNTY also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The COUNTY further agrees to utilize funds available under the Agreement to supplement rather than supplant funds otherwise available.

**B. Hold Harmless.** The COUNTY agrees to hold and save the CITY harmless from any and all claims, settlements, and judgments for personal injury, bodily injury, property damage, and/or death arising out of the COUNTY's or any of its officers', employees' or agent's negligent acts and/or omissions with respect to the performance of home repairs provided under this Agreement.

**C. Insurance.** The COUNTY shall maintain, either through traditional insurance, in whole or in part, or through a risk management reserve fund, in whole or in part, coverage of the types and in such amounts as may be necessary to protect itself and the CITY against all hazards or risks of loss as hereinafter specified, whether such hazards or risks of loss be generated by the COUNTY, its officers, employees, or agents, and shall provide the CITY with evidence of such coverage.

Provided that in no event shall the COUNTY be subjected to any liability greater than found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto.

**D. Grantee Recognition.** The COUNTY shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the COUNTY will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

**E. Amendments.** This Agreement may be amended by supplemental writing signed by the parties hereto.



**F. Termination.**

1. **Termination for Convenience.** The CITY may, when the interests of the CITY so require terminate this Agreement in whole or in part, for the convenience of the CITY. The CITY shall give written notice of the termination to the COUNTY, specifying that this Agreement, or a designated part thereof, shall be terminated, and when termination becomes effective, the COUNTY 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 COUNTY will stop work or services on behalf of the CITY to the extent specified. The CITY will be responsible to reimburse the COUNTY for the cost of any work under contract prior to the date of termination that is completed subsequent to the termination.

2. **Termination for Default.** If the COUNTY 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 COUNTY of its intention to terminate this Agreement, and unless within 7 days after the serving of the notice a satisfactory arrangement has been made for the continuance thereof, this Agreement shall terminate. The CITY will be responsible to reimburse the COUNTY the cost for any work under contract prior to the date of termination that is completed subsequent to the termination. The CITY retains the right to withhold the grant or any portion thereof for damages incurred as a result of the COUNTY's breach of this Agreement. The COUNTY further agrees to repay to the CITY the full amount of all grant funds advanced by the CITY under this Agreement should the COUNTY be in default. Repayment shall be made in full within 30 days of default by the COUNTY.

**VIII. ADMINISTRATIVE AND PROGRAM MANAGEMENT STANDARDS**

**A. Compensation and Method of Payment Procedures.** The COUNTY shall prepare and submit to the CITY, at least quarterly, a reimbursement request for payment of Program costs as outlined in the budget. The reimbursement request will either (a) itemize each Program Activity as indicated below, or (b) each Program Activity will be submitted as a separate reimbursement request as indicated below.

**B. Financial Management.** The COUNTY agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

**C. Documentation and Record Keeping.**

1. **Records to Maintain.** The COUNTY shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken, including but not limited to: type of repair; owner's name; address; ethnicity; race – as defined by HUD; age; sex; income type (e.g., low

- or very low); head of household information; number of persons per household; disability, if applicable; and total cost.
- b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c) Records required to determine the eligibility of activities;
- d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e) Records documenting compliance with fair housing and equal opportunity components of the CDBG program;
- f) Financial records as required by 24 CFR 570.502 and 24 CFR 84.21-28; and
- g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. **Records Retention.** The COUNTY shall retain all Program records for a minimum of five (5) years. Notwithstanding, if there is litigation, claims, audits, negotiations or other actions that involved any such records that have started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues. The CITY shall have access to Program records at all reasonable times upon request.

**D. Reporting Requirements.**

1. **Quarterly Reports.** The COUNTY shall prepare and submit to the CITY, no less than once per quarter, the following reports for all Activities under the Program:

- a) A statement showing the total payments made for projects conducted under this Agreement, and the grant balance at the beginning and ending of each reporting period.
- b) A Program quarterly activity report for each Activity which shall include all information in Section VIII. C. 1. a.) above and any other information requested by the CITY.
- c) Property Maintenance repairs for code violations as described in Section I. A. 2. of this Agreement.
- d) A Program year-end report showing each individual project and the total expenditure for each project along with the information identified in Section VIII. D. 1. a.) above.

2. **Program Income.** Any Program income derived from the Community Development Block Grant by the COUNTY shall be reported to the CITY and shall be used by the COUNTY for purposes outlined in this Agreement and subject to the requirements and conditions herein specified and with applicable federal regulations.

**E. Use and Reversion of Assets.** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The COUNTY shall transfer to the CITY any CDBG funds on hand, including any Program income, and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the COUNTY's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the CITY deems appropriate]. If the COUNTY fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the COUNTY shall pay the CITY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program income to the CITY. The COUNTY may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the CITY deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be Program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the COUNTY for Activities under this Agreement shall be (a) transferred to the CITY for the CDBG program or (b) retained after compensating the CITY in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

**F. Procurement Standards and Methods.** The COUNTY agrees that the Program will conform to the COUNTY's purchasing policy, including, but not limited to, a bid process for contracts when appropriate. Said policy is hereby incorporated by reference.

**G. Grant Closeout Procedures.** The COUNTY shall provide to the CITY within thirty (30) days of May 31, 2012, a full accounting of the expenditures of all grant funds. All grant funds unexpended under this Agreement as of May 31, 2012, including any Program income, shall be retained by the CITY and will no longer be available to the COUNTY for the Program unless authorized by the CITY. Notwithstanding, the terms of this Agreement shall remain in effect during any period that the COUNTY has control over CDBG funds, including program income.

## **IX. PERSONNEL AND PARTICIPATION CONDITIONS**

**A. Non-Discrimination.** The COUNTY agrees that:

1. During the performance of this Agreement or any subcontract resulting thereof, the COUNTY, all subcontractors and vendors shall observe the provisions of the Kansas Acts Against Discrimination (K.S.A. 44-1001, et seq.) and Title VII of the Civil Rights Act of 1964 as amended and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income;
2. In all solicitations or advertisements for employees the COUNTY, all subcontractors and vendors shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission ("Commission");

3. If the COUNTY, a subcontractor or vendor fails to comply with the manner in which the COUNTY, subcontractor or vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the COUNTY, subcontractor or vendor shall be deemed to have breached the present Agreement, and it may be canceled, terminated or suspended, in whole or in part, by the CITY;
4. If the COUNTY, a subcontractor or vendor is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, the COUNTY, subcontractor or vendor shall be deemed to have breached this Agreement, and this Agreement may be cancelled, terminated or suspended in whole or in part by the CITY;
5. The COUNTY shall include the provisions of paragraphs 1 through 4 above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

**B. Age and ADA Discrimination.** The COUNTY further agrees that the COUNTY shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.), and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project, and shall furnish any certification required by any federal, state or local laws, ordinances and regulations applicable to this Project and shall furnish any certification required by any federal, state or local governmental agency in connection therewith.

**C. Access to Records.** The COUNTY shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the CITY, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

**D. Conflict of Interest.** The COUNTY agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

1. The COUNTY shall maintain a written code or standard of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
2. No employee, officer or agent of the COUNTY or of the CITY shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBH-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent,

consultant, officer, or elected or appointed official of the CITY, the COUNTY, or any designated public agency.

**E. Religious and Lobbying Activities.** 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 sub-recipients must file a form disclosing any expenditure they make for lobbying out of non-federal funds during the Agreement period. Necessary forms are available from the Grant Program Coordinator or the Section Manager of Community 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.

**X. ENVIRONMENTAL CONDITIONS**

**A. Air and Water.** The COUNTY shall comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

**B. Flood Disaster Protection.** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the COUNTY shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

**C. Lead-Based Paint.** The COUNTY agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The

regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

**D. Historic Preservation.** The COUNTY shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, but not exclusively, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XI. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**XII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**XIII. WAIVER**

The CITY's failure to act with respect to a breach by the COUNTY does not waive its right to act with respect to subsequent or similar breaches. The failure of the CITY to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIV. GOVERNING LAW**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CITY and the COUNTY for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the COUNTY with respect to this Agreement.

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INTERLOCAL SERVICE AGREEMENT  
(continued)

Executed in triplicate the date first above written.

CITY OF OVERLAND PARK, KANSAS

BOARD OF COUNTY COMMISSIONERS  
OF JOHNSON COUNTY, KANSAS

By \_\_\_\_\_  
Carl Gerlach, Mayor

By \_\_\_\_\_  
Hannes Zacharas, County Administrator

ATTEST:

ATTEST:

\_\_\_\_\_  
Marian Cook  
City Clerk

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Position: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen B. Horner  
Senior Assistant City Attorney

\_\_\_\_\_  
Nicholas Saldan  
Deputy County Counselor