

LETTER OF UNDERSTANDING
UNITED COMMUNITY SERVICES GRANT FOR HUMAN SERVICES

THIS LETTER OF UNDERSTANDING (this "LOU"), is entered into this 18th day of December, 2012, by and between the City of Overland Park, Kansas (the "CITY"), and United Community Services of Johnson County, Inc. ("UCS").

WHEREAS, UCS acts as a pass-through provider of funding to various agencies and organizations for human services in Johnson County, Kansas; and

WHEREAS, the CITY has approved funds in its 2013 budget to provide a grant of financial support to UCS for the FY 2013 Human Service Fund (the "GRANT");

NOW, THEREFORE, the parties mutually agree as follows:

I. Statement of Services

- A. UCS will solicit, for review by a volunteer committee, applications for funding from nonprofit 501(c)(3) agencies serving residents of Johnson County.
- B. Following the volunteer committee's recommendations and UCS Board approval, UCS will submit a report to the CITY summarizing their recommendation for allocation of the FY 2013 Human Service Fund. The CITY will thereafter consider said recommendations and approve or advise UCS regarding modification to the recommendations before January 31, 2013.
- C. UCS will notify applicants of the recommendations and final combined allocations.
- D. All funded agencies will be required to submit to UCS a program and financial report semiannually showing their use of CITY allocated funds. UCS will provide the CITY a copy of the program and financial reports within 30 days after they are received by UCS.
- E. Payments of allocations from the GRANT will be made to agencies semiannually by UCS.
- F. UCS will submit to the CITY within 90 days of the end of this LOU a year-end report outlining the utilization of the CITY's Human Service Funds including, but not limited to, the unobligated, unexpended funds retained by UCS. UCS agrees to refund to the CITY an amount equal to the unexpended, unobligated funds.

II. Term

The term of this LOU shall be for the period commencing on January 1, 2013, and ending December 31, 2013, subject to the terms and conditions herein.

III. Applicant Eligibility

UCS acknowledges, to the greatest extent possible, that CITY funds are intended to be used to benefit Overland Park households and families meeting Low- Moderate-Income criteria as established by the Department of Housing and Urban Development, and UCS will direct subgrantees accordingly. (See Exhibit A for income categories.)

IV. Benefits

UCS shall verify and insure that the services that are provided by the funded agencies and programs meet acceptable best practice standards and follow customary ethical and conflict of interest guidelines.

V. Funding

- A. The CITY shall disperse a one-time grant of \$58,830 to UCS for the Human Service Fund by April 30, 2013, such GRANT being subject to the conditions herein stated.
- B. UCS will maintain a special bank account restricted to receipt and disbursement of Human Service Funds. UCS will record all deposits and disbursements.
- C. Interest accrued on Human Service Funds will be retained and included in the next funding cycle for Human Service Funds.
- D. UCS will retain no more than 8.9% of the Human Service Funds available for distribution to administer and monitor the Human Service Funds process.
- E. The GRANT will continue for the term specified as long as UCS, the Human Service Fund and the funded agencies continue to be operational and neither party has exercised its rights to terminate this LOU. If UCS or the Human Service Fund ceases to exist during the term of this LOU or this LOU is terminated by either party, the unexpended GRANT funds will be returned to the CITY. If any funded agency ceases to exist during the term of this LOU, the unexpended GRANT funds for said agency will be returned to the CITY.
- F. The cost and liability to the CITY under this LOU shall not exceed the amount of the GRANT stated above.

VI. Records and Reports

- A. UCS shall provide the CITY a copy of the semiannual reports submitted by funded organizations no later than the end of the month following the end of each calendar 6 month period. Where direct services are provided to clients or program expenses benefit identifiable clients, UCS shall require that the reports be in a form approved by the City and include, at a minimum, sufficient information to identify the number of persons or households assisted, a breakdown, if applicable and available, by AMI category of the number of persons or households assisted, and the type of assistance provided.

- B. All records and documentation pertaining to the Human Service Fund or a program or organization funded by this GRANT shall be provided to the CITY upon request. UCS agrees to maintain all records for five years following the termination of the LOU.
- C. In the case that an on-site audit is conducted by the CITY during normal business hours, UCS shall provide the CITY access to all program records upon request.

VII. Non-Discrimination

- A. During the performance of this LOU or any subcontract resulting thereof, UCS, 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 LOU because of race, religion, color, sex, national origin, age, disability, ancestry, veteran status, or low income;
- B. In all solicitations or advertisements for employees UCS, 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");
- C. If UCS, a subcontractor or vendor fails to comply with the manner in which UCS, subcontractor or vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, UCS, subcontractor or vendor shall be deemed to have breached the present LOU, and it may be canceled, terminated or suspended, in whole or in part, by the CITY;
- D. If UCS, 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, UCS, subcontractor or vendor shall be deemed to have breached this LOU, and this LOU may be cancelled, terminated or suspended in whole or in part by the CITY; and
- E. UCS shall include the provisions of paragraphs A through D above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

VIII. Age and ADA Discrimination

UCS further agrees that UCS 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 in connection therewith.

IX. General Administration

- A. All program income derived from the GRANT shall be applied to assistance as outlined in this LOU. Program income shall include any client repayment of assistance.
- B. UCS and the funded agencies shall use the GRANT solely for the purposes proposed to and approved by the CITY.

- C. UCS shall 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 UCS or any of its agents', servants', and/or employees' negligent acts and/or failures to act in the performance of this LOU.

X. Termination

- A. Termination for Convenience. The CITY may, when the interests of the CITY so require, with 30 days notice, terminate this LOU in whole or in part, for the convenience of the CITY. The CITY shall give written notice of the termination to UCS, specifying that this LOU, or a designated part thereof, shall be terminated; and when termination becomes effective, UCS 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, UCS will stop work or services on behalf of the CITY to the extent specified. In the event this LOU is terminated for convenience of the CITY, the CITY will disburse funds for costs incurred and funds expended by UCS prior to the date of termination.
- B. Termination for Default. If UCS is violating any of the conditions of this LOU or is executing the same in bad faith, the CITY may serve written notice on UCS of its intention to terminate this LOU and unless, within seven (7) days after the serving of the notice, a satisfactory arrangement has been made for the continuance thereof, this LOU shall terminate. The CITY retains the right to withhold the GRANT or any portion thereof for damages incurred as a result of UCS's breach of this LOU.

XI. General Provisions

- A. Severability. If any provision of this LOU is held invalid, the remainder of the LOU shall not be affected thereby and all other parts of this LOU shall nevertheless be in full force and effect.
- B. Assignment. Neither party shall assign or transfer their interest in this LOU without the written consent of the other.
- C. Enforcement. The failure of the CITY or the COUNTY 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.
- D. Section Headings and Subheadings. The section headings and subheadings contained in this LOU are included for convenience only and shall not limit or otherwise affect the terms of this LOU.
- E. Waiver. The CITY's failure to act with respect to a breach by UCS 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.
- F. Entire Agreement. This LOU constitutes the entire LOU between the CITY and UCS for the use of funds received under this LOU and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and UCS with respect to this LOU.
- G. Governing Law. This LOU shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have caused this LOU to be executed in triplicate by their duly authorized representatives and made effective on the date first above written.

CITY OF OVERLAND PARK, KANSAS

UNITED COMMUNITY SERVICES OF
JOHNSON COUNTY

By _____
Carl Gerlach, Mayor

By _____
Karen Wulfkuhle, Executive Director

ATTEST:

ATTEST:

Marian Cook
City Clerk

Marya Schott
Community Initiatives Director

APPROVED AS TO FORM:

Stephen B. Horner
Senior Assistant City Attorney