

AMENDED AND RESTATED
LETTER OF UNDERSTANDING
JOHNSON COUNTY EMERGENCY ASSISTANCE PROGRAM
MULTI-SERVICE CENTER - NORTH CENTRAL BRANCH

THIS **AMENDED AND RESTATED** LETTER OF UNDERSTANDING (this "LOU") is entered into this ___ day of _____, 2014, by and between the City of Overland Park, Kansas (the "CITY") and the Johnson County Multi-Service Center - North Central Branch (the "CENTER").

WHEREAS, the CITY and the CENTER recently entered into a Letter of Understanding dated the day of _____, 20 , but now propose to amend and restate said Letter of Understanding with this LOU; and

WHEREAS, the CENTER maintains staff and offices at 12425 West 87th Parkway, Lenexa, Kansas for the provision of programs and services; and

WHEREAS, the CENTER will provide financial assistance to income eligible Overland Park households for emergency housing needs (the "Program"); and

WHEREAS, the CITY has approved and proposes to make a grant up to \$10,000 of city funds for supplemental assistance to Overland Park residents for housing and other emergency assistance payments (the "GRANT").

NOW, THEREFORE, in consideration of the promises and covenants of this LOU, the parties hereto agree as follows:

I. Statement of Services

The CENTER shall:

- A. ___—Be responsible for all client intake, counseling and assistance payments;
- B. ___—Develop guidelines and procedures for determining client eligibility, income documentation requirements, the amount of assistance and the reason for assistance;
- C. ___—Provide adequate certification that the services outlined in this LOU will principally serve low- to moderate-income persons residing in Overland Park, Kansas; and
- D. ___—Provide quarterly reports to the CITY no later than the end of the month following the end of each calendar quarter. The CITY shall have access to Program records at all reasonable times upon request for audit purposes.

II. Term

The term of this LOU shall be for the period commencing on January 1, 2014, and ending December 31, 2014, subject to the terms and conditions herein.

III. Applicant Eligibility

The ~~CENTER shall determine and verify eligibility of applicants using a minimum of the following factors:~~

- A. The applicant is a resident of the City of Overland Park;
- B. The applicant's household has an income at or below 30% (Very Low), 50% (Low), or 80% (Moderate) of the federal Average Median Income (AMI) levels;
- C. The applicant has a mortgage or rent payments in arrears; and
- D. The applicant has made a payment on their mortgage or rent within the past three months of the current bill.

Notwithstanding the above, each household will be eligible to receive assistance only once per year.

IV. Benefits

- A. The CENTER shall determine the benefits for eligible applicants in the following manner:
 - 1. Determine the amount of payment due to the mortgage company or rental agency based on the amount of arrearage or the maximum allowable benefit, whichever is lower; and
 - 2. Determine the benefit allocations from appropriate sources. The amount allocated from the CITY shall not exceed 50% of the total emergency assistance provided.
- B. Payments will be made payable directly to the mortgage company or rental agency and processed through the CENTER's voucher system.
- C. GRANT funds shall be supplemental and in addition to the CENTER's assistance normally available; and in no way shall the GRANT diminish the CENTER's normal funding, or be used to reduce funding from other sources of assistance to Overland Park residents.

V. Funding

- A. The CITY shall disburse to the CENTER ~~up to a one-time grant of~~ \$10,000.00 for fiscal year 2014, such GRANT being subject to terms and provisions of this LOU. In no one year shall the funding grant exceed \$10,000, including any unexpended funds ~~and interest earned~~ from any prior year.
- B. The CITY agrees to disburse funds on the following schedule:
 - 1. Unexpended funds currently held by the CENTER from the CITY's previous grant shall serve as the CITY's first payment under the terms of this LOU. The CENTER shall provide a report to the CITY indicating the 2013 Program balance, if any, applied to the 2014 GRANT.
 - 2. The balance of the GRANT will be advanced in ~~periodic~~ a one-time payments ~~upon request for the Emergency Assistance Fund for use~~ over the duration of this LOU. ~~These periodic payments shall be based on the amount of assistance reported and the balance of the GRANT held by the CENTER by April 30, 2014.~~
 - 3. ~~At no time shall the aggregate of unexpended, unobligated GRANT funds held by the COUNTY exceed \$5,000.00. The CENTER shall maintain a separate accounting of assistance~~

payments from the fund -
-and shall report said assistance payments to the City as described later in this agreement.

4. Interest accrued on the Emergency Assistance Fund will be retained and credited to the Fund as a part of any City payment in the next funding cycle for Emergency Assistance Funds.

- C. —The GRANT will continue for the term specified as long as the Program continues to be operational and neither party has exercised its rights to terminate this LOU. If the CENTER 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.
- D. A final request for funds is to be made within thirty (30) days of the termination of this LOU.
- E. 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. The CENTER shall provide the CITY with a current set of guidelines and a quarterly report no later than the end of the month following the end of each calendar quarter. This report shall be in a form approved by the City and shall include, at a minimum, a listing of the person/household receiving assistance, number of persons assisted, client address, AMI category of household assisted, type of assistance provided and the source and dollar amount of assistance.
- B. All records and documentation pertaining to the client's eligibility for the Program funded by this GRANT shall be provided to the CITY upon request. The CENTER agrees to maintain all records for five years following the termination of this LOU.
- C. The CITY shall have access to Program records at all reasonable times upon request.

VII. Non-Discrimination

- A. During the performance of this LOU or any subcontract resulting thereof, the CENTER, 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 this 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, the CENTER, 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 the CENTER, a subcontractor or vendor fails to comply with the manner in which the CENTER, subcontractor or vendor reports to the Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the CENTER, subcontractor or vendor shall be deemed to have breached this LOU, and it may be canceled, terminated or suspended, in whole or in part, by the CITY;

- D. If the CENTER, 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 CENTER, 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. The ~~CENTER 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

The CENTER 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. ~~The CENTER shall use the GRANT solely for supplemental assistance to residents for housing and other urgent needs not funded from other sources.~~
- C. ~~Subject to the provisions and limitation of the Kansas Tort Claims Act, the CENTER agrees to 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 the CENTER 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 60 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 the CENTER, specifying that the LOU, or a designated part thereof, shall be terminated; and when termination becomes effective, the 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 CENTER will stop work or services on behalf of the CITY to the extent specified. ~~In the event the LOU is terminated for convenience of the CITY, the CITY will disburse funds for costs incurred and funds expended by the CENTER prior to the date of termination.~~
- B. ~~Termination for Default.~~ If the CENTER is violating any of the conditions of this LOU or is executing the same in bad faith, the CITY may serve written notice on the CENTER 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 the CENTER's breach of this LOU.

XI. General Provisions

- A. Severability. If any provision of this LOU is held invalid, the remainder of this 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 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.
- 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 the CENTER 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. —Amendment and Restatement. This LOU shall amend and restate the prior Letter of Understanding between the parties referenced in the recitals above.

~~FG.~~ Entire Agreement. -This LOU constitutes the entire agreement between the CITY and the CENTER 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 the CENTER with respect to this LOU.

~~GH.~~ 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 written above.

CITY OF OVERLAND PARK, KANSAS

JOHNSON COUNTY DEPARTMENT OF HUMAN SERVICES

By _____
Carl Gerlach, Mayor

By _____
Deborah Collins, Director
Johnson County Human Services

ATTEST:

ATTEST:

Marian Cook
City Clerk

Richelle Popevis
Administrative Assistant

APPROVED AS TO FORM:

|

Stephen B. Horner
Senior Assistant City Attorney