

AGREEMENT

THIS CONTRACT entered into \_\_\_\_\_, 2010, by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Board of County Commissioners of Sedgwick County, Kansas(hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY is the recipient of Operation Funding with the U.S. Department of Housing and Urban Development (hereinafter referred to as HUD) for the implementation of a Resident Service Coordinator Program funded under the Wichita Housing Authority, Public Housing Program; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for the successful implementation of the Resident Service Coordinator Program;

NOW, THEREFORE, the contracting parties do mutually agree as follows:

**SECTION 1. SCOPE OF SERVICES.** The DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

**SECTION 2. TIME OF PERFORMANCE.** The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious implementation of the Resident Service Coordinator Program in light of the purposes of this contract with the first term ending \_\_\_\_\_, 2011. This contract may be extended under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties.

**SECTION 3. CONTRACTS COMPLIANCE.** The DELEGATE AGENCY agrees to perform services pursuant to the provisions of this contract and federal and CITY regulations, rules and policies and special assurances included therein. Further, the DELEGATE AGENCY will perform in accordance with all correspondence and directives from the Director of the Wichita Housing and Community Services Department and comply with the Sections 671 and 672 of the Housing and Community Development Act Amendments of 1992 (41 USC 8011).

**SECTION 4. RECORDS, REPORTS AND INSPECTION.**

- A. **Establishment and Maintenance of Records.** The DELEGATE AGENCY shall establish and maintain records as prescribed by HUD and/or the CITY, with respect to all matters covered by this contract. Except as otherwise authorized by HUD and/or the CITY, the DELEGATE AGENCY shall retain such financial and non-financial related records for a period of three (3) years after receipt of the final payment under this contract or termination of this contract. However, if any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the regular three year period, whichever is later.
- B. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentations evidencing in proper detail the nature and propriety of the charges. All such

accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible for any requested audit and/or inspection identified in Paragraph D of this Section.

- C. Reports and Information. The DELEGATE AGENCY, at such times and in such forms as the CITY or its designated and authorized representative(s) may require, shall furnish to the CITY or its designated and authorized representative(s) such statements, records, reports, data and information as the CITY may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the requirement of confidentiality set forth in K.S.A. 45-201 et seq.
- D. Audits and Inspections. The DELEGATE AGENCY shall at any time, and as often as HUD, the Comptroller General of the United States, or the CITY may deem necessary, make available, to the CITY or its designated and authorized representative(s), for examination all its records and data pertaining to matters covered by this contract for the purpose of making audits, examinations, excerpts and transcriptions.

**SECTION 5. CONFLICTS OF INTEREST.** No public official or member, officer, or employee of the DELEGATE AGENCY or its designees or agent exercising any functions or responsibilities with respect to the program outlined in this contract shall have any personal financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this agreement. The DELEGATE AGENCY shall incorporate, or cause to be incorporated, in such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

**SECTION 6. DISCRIMINATION.**

- A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, familial status, physical handicap, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.
- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement" for contracts or agreements as provided in Exhibit A attached hereto.

**SECTION 7. COMPLIANCE WITH LOCAL LAWS.** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

**SECTION 8. ASSIGNABILITY.** This agreement is and shall be binding upon all successors and/or assigns of the parties hereto, until and unless they have by mutual consent

agreed otherwise. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY, nor shall the CITY assign any interest in this contract without prior written consent of the DELEGATE AGENCY.

SECTION 9. COPYRIGHTS. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work, subject to regulations of HUD. The CITY and/or HUD reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

SECTION 10. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY and HUD for determination by the CITY and/or HUD as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to regulation of HUD.

SECTION 11. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for partisan political activity or for the election or defeat of any candidate for public office.
- B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 12. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Kansas, the Sedgwick County Board of Commissioners, or the Wichita City Council.

SECTION 13. DISPOSITION OF EXPENDABLE/NON-EXPENDABLE PERSONAL PROPERTY. All office equipment, supplies, materials and other personal property purchased in whole or in part with funds pursuant to this contract and used for the administration of this contract or in the administration of a program operated by the CITY shall be the sole and exclusive property of the CITY unless otherwise specified in Exhibit B.

SECTION 14. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.
- B. Total Payments. Total payments to the DELEGATE AGENCY will be the contract amount of \$24,700.00 per year.

- C. Restriction on Disbursements. No grant funds shall be disbursed to the DELEGATE AGENCY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Permissible Expenditures. The DELEGATE AGENCY agrees all monies it receives under this contract shall be expended for only those types of expenditures as are set out in Exhibit B.
- E. Unearned Payments. Under this contract unearned payments may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the project funds to the City of Wichita under the grant are suspended or terminated.
- F. Close Out Reimbursement. Close out billings are to be submitted eight (8) working days after termination of the contract. If not submitted, the unexpended funds shall revert to the City of Wichita.

SECTION 15. REFUND OF INCOME. All income earned by a project as a result of grant funds shall be accounted for and may be used by the DELEGATE AGENCY to offset project costs unless otherwise specified in Exhibit B. Earned income shall be defined as donations, subsidies, fees for services and any other program income.

SECTION 16. TERMINATION CLAUSE. Whenever either or the parties hereto determines that termination of this contract is in such party's best interest, then the contract may be terminated by giving written notification to the other party. A determination may include but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 25 of this contract, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this contract;
- B. This contract may be terminated if project funds to the City of Wichita under the grant are suspended or terminated;
- C. Either party hereto may also, by giving thirty days written notice, terminate this contract for convenience.

If contract termination occurs the contract cancellation procedure set forth in Section 17 of this contract shall take effect.

SECTION 17. CONTRACT CANCELLATION. The CITY shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor(s). In the event of the failure of the DELEGATE AGENCY or its subcontractor(s) to achieve the program goals as set forth in EXHIBIT B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the contract; (2) promptly cancel all agreements and/or orders to subcontractors utilizing funds under this contract; (3) submit within a reasonable

period of time to be specified by the CITY a cancellation settlement proposal which shall include a final statement for the contract.

SECTION 18. AMENDMENTS.

- A. To provide necessary flexibility for the most effective execution of this project, whenever both the CITY and the DELEGATE AGENCY mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$10,000 must be presented to and approved by the Wichita City Council.
- C. Prior to any financial or programmatic change which would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the Wichita City Council.

SECTION 19. PERSONNEL AND SERVICES. All services required herein will be performed by the DELEGATE AGENCY under the direction of its Board of Directors or other governing body. Any services which the DELEGATE AGENCY deems necessary to assign to a subcontractor must first have written approval from the CITY unless otherwise specified in Exhibit B.

SECTION 20. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions as contained in the American with Disabilities Act of 1990, or as amended.

SECTION 21. FIRE PROTECTION. The DELEGATE AGENCY agrees to comply with the Fire Administration Authorization Act of 1992. This Act requires that existing dwelling units receiving housing assistance under this contract, including operating assistance, must be protected by hard-wired or battery-operated smoke detector(s) installed in accordance with NFPA 72.

SECTION 22. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product(s) or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 23. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Office of Management and Budget (OMB) circulars, as revised, which include OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." In particular, the DELEGATE AGENCY

must comply with the OMB A-133 requirement for entities to maintain adequate records for review by appropriate officials.

SECTION 24. RENEGOTIATION. This contract may be renegotiated in the event alternate or additional sources of funding become available during the term of the contract.

SECTION 25. APPENDICES. All exhibits referenced in this contract and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein.

- Exhibit A Non-Discrimination & Equal Employment Opportunity Statement
- Exhibit B Performance Criteria
- Exhibit C Performance Evaluation

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first above written.

**BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS**

**CITY OF WICHITA, KANSAS**

\_\_\_\_\_  
Karl Peterjohn, Chairman  
Third District

\_\_\_\_\_  
Robert Layton, City Manager

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Kelly Arnold, County Clerk

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bill Raymond  
Assistant County Counselor, Sedgwick County

\_\_\_\_\_  
Gary E. Rebenstorf  
Director of Law, City of Wichita

SEDGWICK COUNTY

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4)

employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Performance Criteria

### Scope of Services

Services will involve working with City of Wichita Housing Authority (WHA) tenants (elderly and non-elderly disabled), WHA staff and U. S. Department of Housing and Urban Development (HUD) Region VII staff. The DELEGATE AGENCY will provide trained staff and supervision by a Masters Level Gerontologist. Statutory authority for Resident Services Coordinators is found in Sections 671 and 672 of the Housing and Community Development Act (HCDA) Amendments of 1992 (41 USC 8011). Section 671 requires 36 hours of training for service coordinators servicing projects for the elderly or persons with disabilities. Section 672 of the HCDA states the minimum requirements as: “such qualifications and standards shall include requiring each service coordinator to be trained in the aging process, elder services, disability services, eligibility for and procedures of Federal and applicable state entitlement programs and legal liability issues relating to providing service coordination, drug and alcohol use and abuse by the elderly and mental health issues.”

Specific services will include, but not be limited to, the coordination or delivery of the following:

- Transportation for tenants,
- Attendant and homemaker services,
- Health and wellness services,
- Legal and financial services,
- Assistance to elderly and disabled persons in filling out forms and documents,
- Medical, in-home therapy and prescription drug services,
- Assistance with tenant organization grant applications,
- Counseling,
- Crisis control,
- Building community by supporting tenant associations, and
- Promotion of recreational, educational or social service activities and gatherings.

The Resident Services Coordinator will not conduct normal property management, leasing, security, or maintenance functions. The Resident Services Coordinator will insure that there will be no conflict of interest issues relative to WHA management matters.

The DELEGATE AGENCY will provide a part time equivalent employee (.5 FTE) to provide service coordination on a regular office schedule, usually between 8:00 a.m. and 5:00 p.m. at Greenway Manor, 315 Riverview, Wichita, Kansas, 67203 and McLean Manor, 2627 West 9<sup>th</sup>, Wichita, Kansas, 67203. Some evening and weekend hours may be expected so rearranged time will be available.

The DELEGATE AGENCY will develop and produce a quarterly reporting system to be shared with the WHA Public Housing Manager. The DELEGATE AGENCY will meet with the WHA Public Housing Manager on a quarterly basis.

The WHA will provide at no cost the use of accessible, private and lockable office space in Greenway Manor and McLean Manor.

The DELEGATE AGENCY will provide supervision, training, program management and financial management in addition to the resident service coordinator position with benefits. The DELEGATE

AGENCY will also provide computer software, monthly telephone expense and linkages necessary for the service.

Method of Payment

The DELEGATE AGENCY will bill the CITY on a quarterly basis for one-fourth of the annual contract amount of \$24,700.00. The statement shall be mailed to the Wichita Housing Authority at 332 N. Riverview, Wichita, Kansas 67203.

Performance Evaluation

The CITY will evaluate the performance of the DELEGATE AGENCY on the basis of the following measures:

1. DELEGATE AGENCY annual surveys indicating the level of resident satisfaction of provided services at Greenway Manor and McLean Manor provided by the DELEGATE AGENCY;
2. evidence supporting that the DELEGATE AGENCY has increased the retention of elderly residents at Greenway Manor and McLean Manor by enabling the elderly to live independently longer; and
3. the ability of the DELEGATE AGENCY to maintain a high level of confidentiality of resident's needs and to maintain the separation of property management issues from resident service coordination.