

CONTRACT FOR ADMINISTRATIVE SERVICES
CITY OF ANTHONY, KANSAS
CDBG HOUSING REHABILITATION

THIS CONTRACT is entered into this ____ day of _____, 2024 by and between City of Anthony, Kansas, Party of the First Part, hereinafter referred to as “City” and the South-Central Kansas Economic Development District, Inc. (SCKEDD) a non-profit Kansas corporation under the laws of the State of Kansas, Party of the Second Part, hereinafter called “SCKEDD”.

This contract is contingent upon award of a current Small Cities Community Development Block Grant (CDBG) application from the State of Kansas Department of Commerce. If the application is not successful and the grant not funded, this contract will be declared null and void.

SCKEDD hereby agrees to provide grant administration services to the City in the administration of the CDBG which may be awarded by the Kansas Department of Commerce to the City for a community facility. The services to be provided are outlined in the attached Exhibit “A” and hereby incorporated into this contract and made a part hereof. SCKEDD’s official agent for this contract is its Executive Director.

SCKEDD further agrees to the following:

1. SCKEDD will provide the City, the Kansas Department of Commerce, or the Comptroller General through any authorized representative, the access to, and the right to examine, SCKEDD’s records, books, papers, or documents related to the contract.
2. SCKEDD will provide safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves, or others, particularly those with whom they have family, business, or other ties.

SCKEDD further agrees to abide by the following State and Federal Regulations:

1. Title VI of the Civil Rights Act of 1964;
2. Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974;
3. Section 109, Housing and Community Development (HCD) Act of 1974, as amended;
4. Section 3 of the Housing and Urban Development Act of 1968, as amended through 1994, and implemented by 24 CFR 135;
5. Section 503 of Rehabilitation Act of 1973, as amended;
6. Section 504 of the Rehabilitation Act of 1973, as amended;
7. Age Discrimination Act of 1975, as amended;
8. Executive Order 11063 (1962);
9. Executive Order 11246 (1965), as amended;
10. 24 CFR 85, as modified by CFR 570, Subpart J;
11. Title I of the Housing and Community Development Act of 1974, as amended;
12. Section 519, Public Law 101-144 (1990 HUD Appropriation Act);
13. Cranston-Gonzales National Affordable Housing Act (Sections 906 and 912);

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14. Kansas Act Against Discrimination; and
15. Fair Housing Amendment Act of 1988.

These items are described in more detail in Section 10, Appendix “B” of the Kansas Small Cities Community Development Block Grant Program Grantee Handbook. These pages are attached hereto as Exhibit “B” and hereby incorporated into this contract and made a part hereof.

The City agrees, as related to this contract, to assume the following duties and obligations:

1. To pay SCKEDD **\$25,000.00** for the administration of this contract. Payments are due to SCKEDD as follows for administrative duties:

\$6,250.00 at the completion of the environmental assessment;

\$12,500.00 after the first group of three (3) homes are completed;

\$3,125.00 when the grant is ready for closeout, and clearance of all monitoring findings is received; and

\$3,125.00 when the final closeout paperwork (with the exception of audit) is submitted to KDOC.

3. Grant Extension Clause:

In the event that the grant awarded by the Kansas Department of Commerce is extended beyond its original two-year contract period, SCKEDD agrees to provide a 30-day grace period for administrative service fees. During this grace period, no additional administrative fees beyond the aforementioned Section 1 Billings Schedule will accrue.

Upon the conclusion of the 30-day grace period, if additional time extensions are needed, the City agrees to compensate SCKEDD from non-grant-derived funds. The compensation will amount to \$500 for each subsequent 30-day extension period throughout the extended grant term to cover administrative services. This compensation will commence at the end of the 30-day grace period and will continue until completion of the extended grant period and associated closeout procedures.

The City commits to making these additional payments promptly, within 30 days of receipt. Failure to adhere to these payment timelines may lead to renegotiation or termination of this contract.

4. During the course of, and for all activities relating to this contract, the City is to appoint an authorized grant liaison with whom SCKEDD is to work.

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It is further agreed that at any time during the contract, should either party to this contract become dissatisfied with the provisions of the contract, or the execution of duties as set forth herein, they may request from, and will be granted by, the other party a renegotiation of terms. This request must take the form of a written notification detailing the reasons for complaint. If thirty (30) days after the receipt of the request for renegotiations, the renegotiations have not been resolved, this contract will be declared null and void from that date, subject to the payment of SCKEDD's expenses to date by the City. Additional terms and conditions are outlined in the attached Exhibit "C" and hereby incorporated into this contract and made a part hereof.

It is further agreed that in the event the grant is not forthcoming, SCKEDD will be paid by the City for its time and expenses up to the date the grant is canceled.

It is further agreed that no provision herein set forth shall be construed to mean that SCKEDD shall assume from the City any direct responsibility to the Kansas Department of Commerce as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract will be in effect until grant closeout procedures, except the audit, have been completed.

SCKEDD and the City have agreed to the terms of this contract executed this _____ day of _____, 2024, as evidenced by the following affixed signatures.

CITY OF ANTHONY, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC
DEVELOPMENT DISTRICT, INC.

Gregory L. Cleveland
Mayor, City of Anthony

Bill Lampe
Executive Director

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EXHIBIT A
ADMINISTRATIVE SERVICES

1. Update Procurement Procedures, as needed.
2. Assist the City in “Furthering Fair Housing” and “Civil Rights” compliance by arranging to publish the proper notices in the official newspaper for the City, or by performing specific activities, and documenting them.
3. Complete the notices and prepare the publications required to complete the Environmental Review process.
4. Prepare all newspaper advertisements that are needed to inform the public about the project and to solicit construction contractors. The City will pay for all newspaper advertisements.
5. Perform the required notification to Minority-Owned Business Enterprises and Women-Owned Business Enterprises.
6. Attend the meeting during which the construction bids are opened.
7. Verify the contractor's eligibility with KDOC.
8. Assist the City in setting up and maintaining the required records, including:
 - a. Prepare signature forms.
 - b. Establish accounting procedures and books.
 - c. Provide a ledger for the City to track expenses for the overall project.
 - d. Prepare every Request for Payment form (used to draw down grant funds).
 - e. Prepare each Estimated Cash Disbursement Report.
 - f. File all Quarterly Progress Reports.
 - g. Provide yearly Audit Information Form to City for completion.
9. These are the Labor Standards activities that will be handled by the administrator:
 - a. Conduct Pre-Construction Conference.
 - b. Prepare the Notice of Start of Construction.
10. Participate in on-site monitoring visits by KDOC staff.
11. Correct any monitor’s findings.
12. Close out the grant, through:
 - a. Preparation of all grant closeout documents.
 - b. Preparation for the Public Hearing for Citizen Participation.
13. Provide other assistance as needed to see that the grant complies with KDOC requirements.

SCKEDD understands that the above is not an all-inclusive list. SCKEDD assures that all items required by the Kansas Department of Commerce, to comply with their CDBG Program for grant administration services, will be provided and completed by SCKEDD to KDOC’s satisfaction.

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EXHIBIT B
CDBG STATE AND FEDERAL REGULATIONS

SECTION 10, APPENDIX B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS
(Applicable to construction)

CDBG grantees must ensure all project activities will be administered in compliance with all civil rights laws and regulations. The following are summaries of those parts of the civil rights laws and regulations applicable to CDBG activities.

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 109, Housing and Community Development (HCD) Act of 1974, as amended, provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, 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 funds made available under Title I of the Housing and Community Development Act of 1974.

Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving federal financial assistance. All recipients must certify to compliance with all provisions of this Section.

Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or subjected to discrimination under, and program or activity receiving federal financial assistance.

Fair Housing Amendments of 1988 added handicapped (disabled) individuals and families with children to the list of protected status categories.

Executive Order 11063, as amended, directs all departments and agencies to take all action necessary and appropriate to prevent discrimination in housing and related facilities owned or operated by the federal government or provided with federal financial assistance and in the lending practices with respect to residential property and related facilities (including land to be developed for residential use) of lending institutions, insofar as such practices relate to loans insured or guaranteed by the federal government.

Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtor, financial institutions, or other persons covered by this Act to assure equal opportunities and encourage every citizen regardless of race, religion, color, sex, age, physical disability, national origin, or ancestry, to secure and

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hold – without discrimination, segregation, or separation – employment in any field of work or labor for which they are properly qualified, the opportunity for full and equal public accommodations, and to assure full and equal opportunities in housing.

Executive Order 11246, as amended, provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000. The following civil rights requirements also apply to CDBG grantee performance: grantees shall comply with Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR Chapter 60) which provide that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally-assisted construction contracts. As specified in Executive Order 11246 and the implementing regulations, contractors and subcontractors on federal or federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or retirement advertising, layoff or termination, rates of pay, or other forms of compensation and selection or training and apprenticeship.

Section 503 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers

1. The contractor will not discriminate against any employee regarding any position for which the employee or applicant for employment is qualified. The contractor agrees to make affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in the form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is

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bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Section 912 of the Cranston-Gonzales National Affordable Housing Act, as amended, Section 109 (a) of the HCD Act prohibits discrimination on the basis of religion.

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EXHIBIT C
TERMS AND CONDITIONS

1. Termination of Contract for Cause: If, through any cause, SCKEDD shall fail to fulfill in a timely manner his/her obligations under this contract, or if SCKEDD shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to SCKEDD of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by SCKEDD under this Contract shall, at the option of the City, become its property and SCKEDD shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, SCKEDD shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by SCKEDD, and the City may withhold any payments to SCKEDD for the purpose of set-off until such time as the exact amount of damages due the City from SCKEDD is determined.

2. Termination for the Convenience of the City: The City may terminate this contract at any time by giving at least thirty (30) days' notice in writing to SCKEDD. If the Contract is terminated by the City as provided herein, SCKEDD will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of SCKEDD, Paragraph 1 hereof relative to termination shall apply.
3. Changes: The City may, from time to time, request changes in the scope of services of SCKEDD to be performed hereunder. Such changes, including any increase or decrease in the amount of SCKEDD's compensation, which are mutually agreed upon by and between the City and SCKEDD, shall be incorporated in written amendments to this Contract.
4. Personnel:
 - a. SCKEDD represents that he/she has, or will secure at his/her own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of, or have any contractual relationship with, the City.
 - b. All the services required hereunder will be performed by SCKEDD or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
 - c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

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5. Assignability: SCKEDD shall not assign any interest on this contract, and shall not transfer any interest in the same (whether by assignment or invitation), without the prior written consent of the City thereto; provided, however, that claims for money by SCKEDD from the City under this contract may be assigned to a bank, trust company or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information: SCKEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith and any other matters covered by this contract.
7. Records and Audits: SCKEDD shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for four years after the expiration of this contract unless permission to destroy them is granted by the City.
8. Findings Confidential: All of the reports, information, data, etc., prepared or assembled by SCKEDD under this contract are confidential and SCKEDD agrees that they shall not be made available to any individual or organization without prior written approval by the City.
9. Copyright: No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of SCKEDD.
10. Compliance with Local Laws: SCKEDD shall comply with all applicable laws, ordinances and codes of the state and local governments, and SCKEDD shall hold the City harmless with respect to any damages arising from tort done in performing any of the work embraced by this contract.
11. Equal Employment Opportunity: During the performance of this contract, SCKEDD agrees as follows:
 - a. SCKEDD will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. SCKEDD will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

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and selection for training, including apprenticeship. SCKEDD agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

- b. SCKEDD will, in all solicitation or advertisements for employees placed by or on behalf of SCKEDD, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
 - c. SCKEDD will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. SCKEDD will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
 - e. SCKEDD will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the City's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain with such rules, regulations and orders.
 - f. In the event of the SCKEDD's non-compliance with the non-compliance clauses of this contract or with any such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and SCKEDD may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
 - g. SCKEDD will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. SCKEDD will take such action with respect to any subcontract or purchase order as the City's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event SCKEDD becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the City's Department of Housing and Community Development, SCKEDD may request the United States to enter into such litigation to protect the interests of the United States.
12. Civil Rights Act of 1964: Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be

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denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974:

- a. a. No person in the United States shall, on the grounds of race, color, national origin or sex 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 funds made available under this title.

14. Interest of Members of a City: No member of the governing body of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

15. Interest of Other Local Public Officials: No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and SCKEDD shall take appropriate steps to assure compliance.

16. Interest of Consultant (SCKEDD) and Employees: SCKEDD covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder.

SCKEDD further covenants that in the performance of this contract, no person having any such interest shall be employed.