Ranson Financial

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STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL ADMINISTRATIVE SERVICES

This is an agreement made as of _____, 2026 between City of Arkansas City, Kansas (Owner) and Ranson Financial Group, LLC. (Consultant). The Owner intends to perform a community development project, and the Owner and Consultant in consideration of their mutual covenants herein agree in respect to the performance of professional administrative services by consultant and the payment for those services by Owner as set forth below. Consultant shall provide professional administrative services by Owner as set forth below. Consultant shall provide professional administrative services for Owner in all phases of the project to which this agreement applies, serve as the Owner's representative for the project as set forth below, and shall provide professional consultation of services hereunder.

Section 1 – Basic Services for Consultant

The consultant shall perform administrative services as hereinafter stated which include the administration of the Owner's Community Development Grant program, Project No. ___*25-PF-027*_. The specific services of the Consultant are indicated in Exhibit "A", "Scope of Services".

Section 2 – Owner's Responsibilities

The owner shall:

2.1 Provide all criteria and full information as to Owner's requirements for the project and furnish copies of all documents related to the project.

2.2 Assist Consultant by placing at her disposal all available information pertinent to the project including previous reports and any other data relative to the project.

2.3 Give prompt written notice to consultant whenever owner observes or otherwise becomes aware of any development that affects the scope of timing of the consultant's services.

2.4 Bear all costs incidental to compliance with the requirements of Section 2.

Section 3 – Period of Service

3.1 The provisions of Section 3 and the rates of compensation for the Consultant's services provided for elsewhere in this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion.

3.2 The Consultant agrees to complete the project by the ending date identified in the Owner's "Grant Agreement" with the Kansas Department of Commerce for the Community Development Block Grant program from which part of the project has been financed.

3.3 If the Owner has requested significant modifications or changes in the extent of the project, the time of performance of Consultant's services and her rates of compensation shall be adjusted appropriately.

Section 4 – Payments to Consultant

4.1 The maximum amount the Owner shall pay the Consultant for performance of the Agreement shall not exceed $35,000 .

4.2 Consultant shall submit monthly statements for services and expenses incurred at the time of billing. Owner shall make prompt payments in response to consultant's monthly statements.

Section 5 – General Considerations

5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party.

5.2 The Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the Community Development Block Grant program as distributed by the Kansas Department of Commerce.

5.3 The Owner and Consultant each bind themselves and their partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements and obligations to this Agreement.

5.4 Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without written consent of the other, except as sated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the Consultant from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.

Section 6 – Special Provisions and Exhibits

6.1 The following exhibits are attached to and made part of this Agreement.

6.1.1 Exhibit A – Scope of Services consisting of one (1) page.

6.1.2 Part II – Terms and Conditions consisting of nine (9) pages.

6.2 This Agreement (consisting of pages 1 to 10 inclusive), together with the exhibits identified above constitute the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or cancelled by a duly executed instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF ARKANSAS CITY, KANSAS

_____
Mayor

RANSON FINANCIAL GROUP LLC

_____
Crystal Hinnen
CDBG Administrator

ATTEST:

_____
City Clerk (SEAL)

SERVICES

The Consultant shall complete, in a professional and timely manner, the following services relative to the Owner's Community Development Block Grant program. Such actions shall be performed in a manner prescribed by the Kansas Department of Commerce (Note: Delete inapplicable phrases and initial).

1. Financial Management (accounting, file maintenance, cost documentation, Part 85/A-87 conformance, RFP preparation, and related matters).

2. Environmental Review.

3. Labor Standards Compliance.

4. Civil Rights Compliance.

5. Public Participation Requirements (Owner to pay for public notices).

6. Preparation of Contract Documents except for engineering/architecture specifications.

7. Preparation of Procurement Documents for Professional and Construction Contracts and a Recommendation of Successful Proposals or Bids.

8. Completion of close-out forms and required performance reports.

9. Preparation of guidelines, procedures and forms for housing rehabilitation activities.

10. Preparation of guidelines, procedures and forms for relocation activities, and administration of relocation procedures pursuant to the "Uniform Act".

11. Administer procedures required by the "Uniform Act" in relation too the acquisition of property.

12. Work with project inspector on coordinating work write-ups, bidding, contractor recruitment, recommendations for contractor selection, periodic inspection of homes under construction, final approval and homeowner counseling.

CONTRACT FOR PROFESSIONAL SERVICES
(Should be included in all Professional Services Contracts over $10,000)

PART II – TERMS AND CONDITIONS

1. Termination of Contract for Cause. If, through any cause, the Consultant shall fail to fulfill in a timely manner their obligations under this Contract, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) 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 the Consultant under this Contract shall, at the option of the City, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

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

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Consultant. If the Contract is terminated by the Owner as provided herein, the Consultant 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 the Consultant, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Owner and the Consultant, shall be incorporated in written amendments to this contract.

4. Personnel.

   a. The Consultant represents that they have, or will secure at this own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

   b. All of the services required hereunder will be performed by the Consultant or under their 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 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.

5. Assignability. The Consultant 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 Owner thereto; provided, however, that claims for money by the Consultant from the Owner 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 Owner.

6. Reports and Information. The Consultant, at such times and in such forms as the Owner may require, shall furnish the Owner 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. The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequately identify and account for all costs pertaining to the Contract and such other records may be deemed necessary by the Owner to assure property accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Owner or any authorized representative and will be retained for three (3) years after the expiration of this Contract unless permission to destroy them is granted by the Owner.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Consultant under this Contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Consultant.

10. Compliance with Local Laws. The Consultant shall comply with all applicable laws, ordinances, and codes of the State and Local Governments, and the Consultant shall hold the Owner harmless with respect to any damage arising from tort done in performing any of the work embraced by this Contract.

11. 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 the Consultant shall take appropriate steps to assure compliance.

12. 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 the Consultant shall take appropriate steps to assure compliance.

13. Interest of Consultant and Employees. The Consultant covenants that they presently have 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. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

14. 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.

15. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended. Prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin. Title VIII was amended in 1988 (Effective March 12, 1989) by the Fair Housing Amendments Act, which expanded the coverage of the Fair Housing Act to prohibit discrimination based on disability or on familial status (presence of child under age of 18, and pregnant women); established new administrative enforcement mechanisms with HUD attorneys bringing action before administrative law judges on behalf of victims of housing discrimination; and revised and expanded Justice Department jurisdiction to bring suit on behalf of victims in Federal district courts.

16. Section 109, Housing and Community Development (HCD) Act of 1974, as amended. Provides that no persons in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from the participation in, be denied 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.

17. Section 504 of the Rehabilitation Act of 1973, as amended. Provides for non-discrimination 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.

18. Age Discrimination Act of 1975. No person in the United States shall, basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal Financial Assistance.

19. Executive Order No. 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.

20. The Kansas Act Against Discrimination. It is a policy of the State of Kansas that requires all employers, labor organizations, employment agencies, realtors, 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 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.

21. Section 3 of the Housing and Urban Development Act of 1968, as amended. Provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located, contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

22. 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 grantees performance; grantees shall comply with Executive Order 11236, 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, sexual orientation, gender identity 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 of federal or federally-assistance 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.

23. Section 503 of the Rehabilitation Act of 1973, as amended. Provides non-discrimination in contractor employment. All recipients of Federal funds must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers.

a. The contractor will not discriminate against any employee in regard to 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.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, action for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. 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 the employment of qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. 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 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 mental disabled individuals.

f. 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 subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

24. The Fair Housing Amendments Act of 1988. The Fair Housing Amendments Act of 1988 prohibits discrimination in housing on the basis of race or color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18) and disability.

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

26. E-verify – CFR 52.222-54 requires federal contracts committing government contractors (subcontractors) to use the USCIS E-Verify system to verify that all contractors' employees, (existing and new), directly performing work under federal contracts, are authorized to work in the United States.

27. This Agreement is for professional services related to a project that is subject to Build America Buy America (BABA) requirements under Title XX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub 1. 177-58. While professional services are not subject to BABA, the provider understands that they are responsible for ensuring that, absent of a waiver by the Department of Housing and Urban Development. Provider shall not approve for use in this project any iron, steel, manufactured products, or construction materials unless such materials have been produced in the United States. Provider shall obtain all necessary compliance certificates for work that is within provider's scope of work. Failure to do so shall be a default under this agreement. Guidance on complying with BABA is outlined by Office of Management and Budget's Memorandum M-24-02, Implementation Guidance on Application of Buy American Build America Preference in Federal Financial Assistance Program for Infrastructure.