

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, by and between the City of Lawrence, Kansas, a municipal corporation, and Tenants to Homeowners, Inc., a Kansas not for profit corporation, and The Willow Domestic Violence Center, Inc., a Kansas not for profit corporation.

RECITALS

- A.** In 2015, the City of Lawrence, Kansas ("City"), a municipal corporation, established the Affordable Housing Advisory Board to make recommendations to the Governing Body regarding the Affordable Housing Trust Fund.
- B.** At its December 10, 2018 meeting, the Affordable Housing Advisory Board recommended that the Governing Body approve a joint proposal from Tenants to Homeowners, Inc., a Kansas not for profit corporation, and The Willow Domestic Violence Center, Inc., a Kansas not for profit corporation ("Grantees"), to use \$90,000.00 from the Affordable Housing Trust Fund to fund rental and utility subsidies for housing victims of domestic violence, human trafficking, and those aging out of foster care and the supportive services to help such individuals maintain housing and obtain permanent housing ("the Project").
- C.** At its December 18, 2018, public meeting, the Governing Body approved the recommendation of the Affordable Housing Advisory Board and authorized the City Manager to enter into an agreement with Grantees, whereby Grantees would receive a grant from the Affordable Housing Trust Fund in the amount of \$90,000 to help fund the construction of the Project.
- D.** This Agreement memorializes the terms of the Agreement and grants to Grantees the sum of \$90,000.00 from the City's Affordable Housing Trust Fund for use in the Project, subject to Grantees' execution of this Agreement and compliance with its terms.

NOW, THEREFORE, in light of the mutual promises and obligations contained herein, and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

TERMS

SECTION 1. Grant of Funds. In consideration of its construction of the Project, and for other good and valuable consideration, the City hereby grants to Grantees the sum of **NINETY THOUSAND DOLLARS AND NO CENTS** (\$90,000.00).

SECTION 2. Grantees' Covenants. As consideration for the receipt of the grant of funds, each Grantee agrees and covenants that it will:

- (a) Comply with all applicable federal, state, and local laws.
- (b) Expend the funds in accordance with the recommendation of the Affordable Housing Advisory Board, as approved by the Governing Body, which provides that said funds shall be used solely to fund case management services and subsidize rent and utilities, in accordance with the Application, which document is affixed hereto as Exhibit A and is incorporated herein by reference as if set forth in full.
- (c) Tenants to Homeowners will be responsible for the rental lease and rental management portion of the Project and will disburse \$50,000 in rent (\$36,000) and utility (\$14,000) subsidies in accordance with the Application. See Exhibit A. \$50,000 of the funding will be provided to Tenants to Homeowners to implement that portion of the project.
- (d) The Willow Domestic Violence Center will be responsible for hiring a full-time case manager and providing one year of case management services. See Exhibit A. \$40,000 of the funding will be provided to The Willow Domestic Violence Center to implement that portion of the project.
- (e) Grantees shall be responsible for implementing the Project and agree that the Project will serve the community's low-income population, *i.e.* those meeting 50% of the local area median income, with priority to serve those below 30% of the local area median income.
- (f) Grantees will maintain records that the Project is serving those persons with low income, *i.e.* those meeting 50% of the local area median income, with priority to serve those below 30% of the local area median income, and agree to make those records available for review by the City upon the City's written request.
- (g) Grantees will implement the Project, as described, and will not change the Project or transfer responsibility of the Project to another entity without the prior written consent of the City.

SECTION 3. Disbursement of Funds.

- (a) Each Grantee shall, in writing, request the disbursement of funds, as outlined in Section 2, paragraphs (c) and (d), respectively, in a lump sum on Grantee's official letterhead. In addition to the request, Grantees shall provide to the City proof that it has secured financing for the entire Project,

specifically the agreement with KU Endowment to provide the real property required for the project.

- (b) Upon receipt of the request in writing and proof that Grantees have secured financing for the entire Project, the City shall disburse to each Grantee a lump sum payment as outlined in Section 2, paragraphs (c) and (d), respectively.
- (c) In accordance with the Kansas Cash-Basis Law of 1933, codified as amended at K.S.A. 10-1101 *et seq.*, the city retains the right to unilaterally adjust the amount of the disbursement if the Governing Body determines that insufficient public funds exist to fully fund Grantee at level set forth in this agreement.

SECTION 4. Project Timeframe and Reporting Requirements.

- (a) The Project is anticipated to commence in 2019 and the City funds will be sufficient to provide one year of rent subsidy for seven units, and salary funding for one full-time case manager. Grantees will notify the City of any problems with implementing the project as outlined in Exhibit A, including problems either Grantee encounters implementing its portion of the project.
- (b) The Grantees shall work together to deliver a joint final report to the City's Governing Body at the completion of the Project, which shall include photographs of the Project, shall describe in detail what was accomplished with the outlay of City funds, including the units subsidized, the number of individuals/families assisted, the case management services provided, and shall include an accounting of all funding for the Project that makes it easy to discern what was accomplished and leveraged with the City's grant. In accordance with Section 2(d), *supra*, Grantees will retain records establishing that it is complying with its covenants herein and will, upon the written request of the City, make those available for the City's review.

SECTION 5. Term. This Agreement will terminate upon Grantees' delivery of the final report or upon the joint agreement of the parties, whichever occurs earlier. The requirement that the Grantees retain records regarding service to those persons with very low income (Section 2(e) and (f)), the indemnity provisions (Section 8), and the claw-back provisions (Section 10) of this Agreement shall survive its expiration or termination.

SECTION 6. Compliance with Equal Opportunity Laws, Regulations, and Rules

- (a)** Each Grantee agrees that it shall comply with all provisions of the Kansas Acts Against Discrimination of 1953 ("KAAD"), codified as amended at K.S.A. 44-1001 *et seq.*, and the Kansas Age Discrimination in Employment Act of 1983 ("KADEA"), codified as amended at K.S.A. 44-1111 *et seq.* and shall not discriminate against any person, in the course of performing under this Agreement, because of that person's race, religion, sex, disability, national origin, ancestry, sexual orientation, familial status, or age.
- (b)** In all solicitations or advertisements for employees, Grantees shall include the phrase "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("KHRC").
- (c)** In any subcontract, grantee agrees to include the language of this Section applicable to any subcontractor hereunder.
- (d)** Grantees also agree to comply with the American with Disabilities Act of 1990 ("ADA"), codified as amended at 42 U.S.C. § 12101 *et seq.*, as well as all other federal, state, and local laws, ordinances, rules, and regulations applicable to this project and to furnish any and all certification that may be required by federal, state, or local governmental agencies in connection therewith.
- (e)** If either Grantee is found guilty or liable for any violation of the KAAD or the KADEA by way of a final decision or order of the KHRC, then that shall be deemed a breach of the present Agreement and the City may take whatever legal action may be necessary.

SECTION 7. Insurance.

- (a)** **General.** Grantees shall secure and maintain, throughout the duration of this Agreement, Insurance (on an occurrence basis) of such types and in at least such amounts as required herein.
- (b)** **Insurance Required.** Grantee agrees to secure and maintain the following insurance:
 - (i)** **General Liability:**

General Aggregate: \$1,000,000.00
Each Occurrence: \$1,000,000.00

Additionally, the policy must include the following:

- (A) Broad Form Contractual/Contractually Assumed Liability;
- (B) Independent Contractors
- (C) Name the City of Lawrence, Kansas, as an additional insured.

(ii) Automobile Liability:

The Policy shall protect Grantee against claims for bodily injury and/or property damage arising out of the ownership or use of all owned, hired, or non-owned vehicles and must include protection for either (A) any automobile or (B) all owned automobiles and all hired and non-owned automobiles. (C) The Policy must also name the City of Lawrence, Kansas, as an additional insured.

Limits:

Each Accident, Combined Single Limits

Bodily Injury and Property Damage: \$1,000,000.00

(iii) Workers' Compensation:

Bodily Injury by Accident: \$100,000.00 each accident

Injury by Disease: \$500,000.00

Bodily Injury by Disease: \$100,000.00 each employee

SECTION 8. Indemnification. Grantees agree to defend, indemnify, and otherwise hold harmless the City, its commissioners, officers, employees, and agents from any and all claims, actions, damages, costs, liabilities, settlements, judgments, expenses, or lawsuits, including attorneys' fees, but only to the extent that such are caused by Grantee's breach of this Agreement or by Grantees' negligence or intentional conduct in performing the Project.

SECTION 9. Entire Agreement.

- (a) This Agreement represents the entire and integrated agreement between the City and Grantees and supersedes all prior negotiations, representations, or agreements between the parties, whether written or oral. This Agreement may be amended only by a written instrument signed by the City and the Grantees.
- (b) No oral orders, objections, claims, or notices by any party to the other shall affect or modify any of the terms or obligations set forth in this Agreement; and none of its provisions shall be deemed waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver, modification, or amendment made in writing and signed by both parties.

SECTION 10. Claw-back Provision. Notwithstanding any provision herein to the contrary, in the event that, within two years of this contract, Grantees have not commenced construction of the Project, or that, within five years after the date of this Agreement, the City discovers that Grantees have violated any terms of this Agreement or that the Project is no longer being used in accordance herewith, then the City shall have the right to claw back -- and Grantees shall be obligated to return -- the amount granted herein.

SECTION 11. Assignment. This Agreement is non-assignable by the Grantee or by the City.

SECTION 12. Authorizations. Each person executing this Agreement in behalf of the City and Grantees hereby represents and warrants that he or she has the authority to bind his or her respective party hereto and that all acts requisite to confer authorization to enter into this Agreement have been taken and completed.

SECTION 13. Independent Contractor. In no event, while performing under this Agreement, shall Grantees, their officers or principals, their employees, their agents, their subcontractors, or their vendors be deemed to be acting as an employee or as employees of the City; rather, Grantees, their officers or principals, their employees, their agents, their subcontractors, and their vendors shall be deemed to be an independent contractor or independent contractors. Nothing expressed herein or implied herein shall be construed as creating between either Grantee and the City the relationships of employer and employee, principal and agent, a partnership, or a joint venture.

SECTION 14. Captions. The Captions of this Agreement are for convenience only and are not meant by the parties to define, limit, or enlarge the scope of this Agreement or its terms.

SECTION 15. Recitals. The recitals set forth at the beginning of this Agreement are adopted and incorporated herein by reference as if set forth in full and shall be effective as if repeated *verbatim*.

SECTION 16. Governing Law. This Agreement, the rights and obligations of the parties, and any claim or dispute arising hereunder shall be construed in accordance with the laws of the State of Kansas.

SECTION 17. Severability. In the event that any provision of this Agreement shall be held invalid and unenforceable, the remaining portions of this contract shall remain valid and binding upon the parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date noted above.

CITY:
**City of Lawrence, Kansas, a
municipal corporation**

THOMAS M. MARKUS
City Manager

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this ____ day of _____, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Markus, as City Manager of the City of Lawrence, Kansas, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Notary Public

My Appointment Expires:

GRANTEE:
Tenants to Homeowners, Inc., a
Kansas not for profit corporation


REBECCA BUFORD
Executive Director

ACKNOWLEDGMENT

THE STATE OF KANSAS)
) SS:
THE COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 16th day of January, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Rebecca Buford, as Executive Director of Tenants to Homeowners, Inc., a Kansas not for profit corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.


Notary Public

My Appointment Expires: 8/1/21



GRANTEE:

The Willow Domestic Violence Center, a Kansas not for profit corporation

Megan Stuke
MEGAN STUKE
Executive Director

ACKNOWLEDGMENT

THE STATE OF KANSAS)
)
THE COUNTY OF DOUGLAS)

ss:

BE IT REMEMBERED, that on this 18th day of January, 2019, before me the undersigned, a notary public in and for the County and State aforesaid, came Megan Stuke, as Executive Director of The Willow Domestic Violence Center, a Kansas not for profit corporation, who is personally known to me to be the same person who executed this instrument in writing, and said person fully acknowledged this instrument to be the act and deed of the aforementioned entity.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last written above.

Alicia Cusano-Weissenbach
Notary Public

My Appointment Expires: June 9, 2020

