

AGREEMENT

THIS AGREEMENT, made and entered into this 13<sup>th</sup> day of September, 1993, by and between the East Lawrence Neighborhood Association, hereinafter referred to as "Subgrantee", and the City of Lawrence, Kansas, a municipal corporation organized and existing under the laws of the State of Kansas, hereinafter referred to as "City".

WITNESSETH;

WHEREAS, City participates in the United States of America Department of Housing and Urban Development Community Development Block Grant (CDBG) Program to promote projects and activities designed to improve and enhance the quality and diversity of life in Lawrence, Kansas; and

WHEREAS, Subgrantee submitted to City a project application (which is set forth in Exhibit "A" hereto, which by reference is incorporated herein and made a part hereof as if copied in length) requesting that funds for operating expenses and coordinator salary be included, together with requests from other interested parties and organizations, in City's application for an entitlement grant in the 1993 CDBG program year; and

WHEREAS, City staff and the City of Lawrence CDBG Advisory Committee reviewed all project applications and submitted their funding recommendations to the Governing Body; and

WHEREAS, the Governing Body held a public hearing on May 18, 1993, to consider the project applications and receive public comment on same; and

WHEREAS, the Governing Body voted to approve, with certain amendments, the final funding recommendation of the CDBG Advisory Committee, and adopted Resolution No. 5525 authorizing the Mayor to file the 1993 CDBG program year final statement with the U.S. Department of Housing and Urban Development; and

WHEREAS, on or about August 1, 1993, the U.S. Department of Housing and Ur-

ban Development approved City's application and awarded an entitlement grant to City for the 1993 program year beginning August 1, 1993; and

WHEREAS, with the award of the entitlement grant, City is now in a position to fund Subgrantee's proposed project to the extent and subject to the provisions and conditions stated herein.

NOW, THEREFORE, the parties hereby mutually agree, in and for the consideration stated, the sufficiency and adequacy of which is mutually acknowledged, as hereinafter provided.

It is understood and agreed by the parties hereto that the total amount of funds to be disbursed by City pursuant to the provisions and conditions stated herein shall in no event exceed the sum of \$7,006. The total amount to be disbursed shall be subject to the following category limits, and Subgrantee shall not request, nor City disburse, funds which cause any category limit to be exceeded. Underspensing in one or more categories shall not justify exceeding other category limits even in the event the total amount to be disbursed, as stated herein, is not exceeded.

Operating expenses and coordinator salary- \$7,006.

It is understood that to receive funds, Subgrantee shall submit payment requests to the City Housing and Neighborhood Development Department which include such documentation, in the form of receipts, payroll records (including time sheets showing days worked and time of day worked), cancelled checks or other evidence of payment of obligation, as is necessary, in City's sole judgment, to determine that the amount requested is legitimate and the total amount of funds to be distributed, as stated herein, has not been, or by payment of the amount requested, will not be, exceeded. No payment shall be made for funds encumbered or monies spent by Subgrantee prior to notification by City authorizing such expenditure.

Further, payment requests shall be made within thirty (30) days of the date of service. Upon approval of the payment request, City shall cause the amount requested to be disbursed to or on behalf of Subgrantee in accordance with the City Finance Department regular payment schedule, provided that no funds may be disbursed for services rendered or expenses incurred after July 31, 1994, without the express, written consent of City.

It is understood and agreed by the parties hereto that if Subgrantee shall hire and employ, or shall have hired and employed, any person(s) to carry out the duties and responsibilities of the program as described in Exhibit "A", Subgrantee shall comply, in the hiring process and throughout the course of the employment in all respects, with the Hiring Guidelines for Subgrantees established for the CDBG program by City, a copy of which is set forth in Exhibit "B" hereto, which by reference is incorporated herein and made a part hereof as if copied in length, and the provisions of the Code of the City of Lawrence, Kansas, Article 1, Chapter 10 of the current Code of the City of Lawrence, Ordinance No. 6120, relating to Human Relations. Subgrantee shall withhold and account for all federal, state and local taxes, and all other obligations, including Social Security, applicable to the compensation paid to the person employed in the above-described position.

It is further understood and agreed by the parties hereto that activities funded in whole or in part with City CDBG funds will be monitored by the Housing and Neighborhood Development Department on a continual basis to assure that activities/projects set forth in its project application (as amended and approved by the Governing Body, if applicable) are being carried out as proposed and that salaries paid to neighborhood coordinators, if applicable, are paid for work related to housing and community development project administration, coordination, and outreach to citizens affected by community development and housing programs.

Subgrantee agrees to submit quarterly reports to the Department of Housing and Neighborhood Development which indicate: 1) gross annual income of each household served under the Subgrantee program; 2) census tract and block group of each recipient served under the Subgrantee program; 3) race of each recipient served under the Subgrantee program; 4) sex of the head-of-household of each recipient/household served under the Subgrantee program. Quarterly reports are to be submitted on the "CDBG SUBGRANTEE BENEFICIARY REPORT" form attached as Exhibit "E", within 15 days after the end of each program quarter. The first program quarter will end on October 31, 1993.

It is further understood and agreed by the parties hereto that if Subgrantee is a neighborhood association, Subgrantee shall submit a copy of said association's minutes of their meetings to the City within 30 (thirty) days after each meeting. The Subgrantee which is a neighborhood association shall also place the City on its mailing list and provide the City with a copy of the association's newsletter.

It is further understood and agreed by the parties hereto that activities funded in whole or in part with City CDBG funds must "principally benefit" persons of low- and moderate-income as defined by the U.S. Department of Housing and Urban Development and must "primarily benefit" persons residing within the city limits of Lawrence, Kansas. For purposes of clarification, an activity or program will be deemed to "principally benefit" low- and moderate-income persons if at least 70% of the activity or program beneficiaries are low- and moderate-income. An activity or program will be deemed to "primarily benefit" Lawrence residents if at least 75% of the activity or program beneficiaries reside within the city limits of Lawrence. To assist City in assuring compliance with the above requirements, Subgrantee agrees to utilize the "CDBG PROGRAM ELIGIBILITY CERTIFICATION" form attached as Exhibit "D", or similar form approved by City,

for proposed project beneficiaries and/or recipients.

It is understood and agreed that any equipment or furniture acquired in whole or in part with CDBG funds shall be used by Subgrantee in the program or project for which it was acquired as long as the program or project is operational and functions as described in Exhibit "A". At such time as the equipment or furniture is no longer to be used for its intended purpose, it shall be returned to City, or sold. If sold, it shall be sold at fair market value, as determined by City, and all proceeds returned to City.

It is further understood and agreed that the receipt and expenditure of program income shall be recorded as part of the financial transactions of the Subgrantee's activities. "Program income" shall be defined as gross income received by the Subgrantee which was directly generated from the use of CDBG funds, and shall include, but not be limited to, any proceeds received by the Subgrantee from the disposition of equipment or furniture purchased with CDBG funds. Unless explicitly stated in this Agreement, Subgrantee shall not generate program income. In the event that program income is generated, it shall be returned to City.

It is understood and agreed by the parties hereto that Subgrantee shall conduct and administer its project in full compliance with the Certifications attached in Exhibit "C" hereto, which include applicable uniform administrative requirements and other applicable Federal laws and regulations.

It is understood and agreed by the parties hereto that if the Subgrantee is a religious entity, said Subgrantee may use the building which is utilized for a secular purpose, (e.g., homeless shelter, provision of public services). In such case, the religious entity agrees to carry out the secular purpose in a manner free from religious influences in accordance with the principles set forth in the following paragraphs:

1) As a general rule, CDBG funds may be used for eligible public services to be provided through a primarily religious entity, where the religious entity enters into an agreement with the recipient from which the CDBG funds are derived that, in connection with the provision of such services:

- a) it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- b) it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- c) it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services; and
- d) the portion of the facility used to provide the public services shall contain no religious symbols or decorations, other than those permanently affixed to or part of the structure.

It is further understood and agreed by the parties hereto that any unlawful or unauthorized use of the funds described herein, or any actual use of said funds that is inconsistent with the anticipated use thereof, as described in Subgrantee's project application, shall immediately terminate this agreement unless City has given prior express approval of such use. This shall require Subgrantee to return at once to City any funds disbursed but not yet expended,

and Subgrantee shall then have no right to request or receive payment for any service rendered or expenses incurred, notwithstanding the legitimate nature thereof, nor shall City then bear any corresponding obligation to disburse funds to pay for same.

It is further understood and agreed by the parties hereto that City may, at its sole option, conduct an audit of the funds disbursed pursuant to the provisions and conditions stated herein, and Subgrantee shall, upon City's request, promptly make its books and records available for inspection by City at any reasonable time and lend full cooperation to City in the event of any audit or investigation.

It is understood and agreed that upon the termination of this Agreement on July 31, 1994, Subgrantee shall transfer to City any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subgrantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 (twenty-five thousand) dollars, must either:

- (1) Be used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement;  
or
- (2) Disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (1) above.

It is further understood and agreed by the parties hereto that the provisions, terms and conditions of this agreement may be modified and amended

upon application of Subgrantee to the Housing and Neighborhood Development Department stating the proposed modifications and amendments thereto and issuance of written approval of same by City.

IN WITNESS WHEREOF, Subgrantee has caused the execution of this agreement by its duly authorized representative and City has caused its execution by Mike Wildgen, its City Manager, all on the date and in the year written.





EXHIBIT "A"



Revised 10/92

COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY APPLICATION

(A separate application form must be used for each activity.)

1. Name of applicant: East Lawrence Improvement Association  
Name of the proposed activity: Administration
2. Submitted by: Shelley Miller Title: President  
Address: 936 Pennsylvania  
Telephone: (W) 864-3351 (H) 841-7518  
Date: December 1, 1992

3. Briefly describe the need to be addressed by the proposed activity. When did this need arise?

The need for the Association is to represent and help preserve an extremely diverse historic neighborhood and to serve as an advocate for its identified needs. The Association also serves as a central focal point to formulate goals and articulate the needs of the neighborhood to local institutions in the community. The Association has been ongoing since the inception of neighborhood organizations in Lawrence.

4. How serious is this need? (Emergency, critical, moderate, etc.) Why so?

The need ranges from the critical to the emergency level, as the neighborhood association is often a first and a last resort for problem definition and solution.

5. How many people need this help? 1200 households How many of these will this activity help? 1200 households. What percentage are lower-income persons? 60% of East Lawrence residents are 200% below poverty level.

6. Will this activity be accessible to persons with disabilities? Yes. Will you and/or your organization comply with the City's Policy for Program Accessibility for Outside Agencies? Yes.

7. Is there public support for this activity? Describe the evidence of this support?

Yes. ELIA has existed for nearly 20 years as a voice for the neighborhood and administrator of CDBG funds.

8. Describe the proposed activity, what will be done?

The ELIA will meet monthly throughout the year with General Membership meetings alternating with Board of Directors meetings. A newsletter giving information, local school activities and educational articles will be published a minimum of six times a year. The members of the Board of Directors and the Coordinator are available throughout the year to take phone calls and respond to the needs of the residents.

9. Do the persons affected by this activity know about it? To what extent do they support it?

Yes. There are usually around 50 paid individual memberships a year, 25-35 people in attendance at each general membership meeting, and another 40 persons who volunteer to deliver newsletters. Additionally, there is consistent feed-back from 1200 newsletter recipients in the form of phone calls or letters. Whether people actively participate in ELIA meetings is not as important as their knowing ELIA exists, and using the organization.

10. Who will be in charge? Has this person/group ever done something like this?

The President, officers and members of the Board of Directors of the ELIA will be in charge with specific tasks assigned to the Coordinator of the ELIA by the Board. All work is performed through the cooperative efforts of the Board, the Coordinator, and volunteer residents of the East Lawrence Community. Yes, the Board has been functioning in this capacity since the inception of the organization and the Coordinator has been in her position since November, 1990.

11. How will you perform this activity? (timetable, coordination, etc.)

Meetings held on the second Monday of every month, publishing of newsletter at least six times a year, and scheduling of other activities will be handled on an as-needed basis.

12. Will this activity require City staff time and/or coordination? Who?

Yes. The HAND Office will handle payment of vouchers submitted by President of the Board or the Coordinator and receive monthly minutes.

13. To what extent is this a self-help activity?

100%.

14. If this proposal is from an organization, what procedure was used for organizational approval of the proposal?

Newsletter notification and calls for input in August, October, and November, 1992 and Board and General Membership meetings in August, October, and November, 1992.

15. How will you ensure that lower-income (LMI) persons benefit? What procedures/data have you used to verify your estimate?

ELIA will collect data on most interactions using the income guidelines distributed by the HAND Office.

16. Will the proposed activity benefit persons other than Lawrence citizens? How many?

None that we know of.

17. Provide an itemized budget for each task of the proposed activity. (List in order of importance)

A. <u>6</u> Newsletters printed and bulk mailed	\$ <u>2100.00</u>	
B. <u>3</u> hand delivered notices/special newsletters	\$ <u>200.00</u>	
C. <u>Supplies</u> (photocopying, stamps, miscellaneous)	\$ <u>200.00</u>	
D. <u>Childcare</u> at meetings	\$ <u>120.00</u>	
TOTAL CDBG REQUEST		\$ <u>2,720.00</u>

\*Please see itemized list attached.

18. Will the funds requested complete the activity in one year? Yes X No \_\_\_ If not, what plans do you have for financing the activity to completion?

19. If all of the CDBG funds requested are not approved, how will the activity be affected? (Can't be done; partially done; etc.)

Activity will be partly done or not at all. Partial funding may result in unmet needs in neighborhood and more calls to City Hall.

20. Have you applied to other sources for funds for this project? Yes \_\_\_ No X (List the sources and amounts.)

21. Do you currently receive funds from other sources? Yes X No \_\_\_ (List the sources and amounts).

A. Membership dues \$ 50 to 200 a year.

22. What is the total dollar amount of federal funds you receive from all sources excluding CDBG, during your fiscal year

\$None.

Additional supporting information may be attached.



Revised 10/92

## COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY APPLICATION

(A separate application form must be used for each activity.)

1. Name of applicant: East Lawrence Improvement Association  
Name of the proposed activity: Coordinator
2. Submitted by: Shelley Miller Title: President  
Address: 936 Pennsylvania  
Telephone: (W) 864-3351 (H) 841-7518  
Date: December 1, 1992

3. Briefly describe the need to be addressed by the proposed activity. When did this need arise?

The Coordinator position is essential to record keeping efficiency and to provide continuity from year to year to newly elected members of the Board. Additionally, this position helps to insure the Association meet deadlines, and adhere to CDBG guidelines regarding programs and funds. Coordinator helps with a variety of tasks assigned by the ELIA Board.

4. How serious is this need? (Emergency, critical, moderate, etc.) Why so?

The need is critical, as the Coordinator provides a central focus point for information, both outgoing and incoming.

5. How many people need this help? 1200 households How many of these will this activity help? 1200 households What percentage are lower-income persons? 60%
6. Will this activity be accessible to persons with disabilities? Yes Will you and/or your organization comply with the City's Policy for Program Accessibility for Outside Agencies? Yes

7. Is there public support for this activity? Describe the evidence of this support.

Yes. Membership has consistently approved of funding the Coordinator position.

8. Describe the proposed activity, what will be done?

The Coordinator will assist in the coordination of neighborhood activities; maintain contact with appropriate City departments; assist in publication of the ELIA newsletter; maintain calendar

of CDBG deadlines and monthly and annual ELIA events; attend meetings; and other tasks assigned by the Board.

9. Do the persons affected by this activity know about it? To what extent do they support it?

Yes. Membership expression of priority for this position.

10. Who will be in charge? Has this person/group ever done something like this?

The Board of Directors. Yes.

11. How will you perform the activity? (Timetable, coordination, etc.)

See # 8.

12. Will this activity require City staff time and coordination? Who? Will they do it?

Occasional phone calls to and from HAND Office, and processing of pay by staff. As they have in the past, we have every reason they will do it for this grant year:

13. To what extent is this a self-help activity?

100%

14. If this proposal is from an organization, what procedure was used for organizational approval of the proposal?

Newsletter notification and calls for input in August, October, and November, 1992 and Board and General Membership meetings in August, October, and November, 1992.

15. How will you ensure that lower-income (LMI) persons benefit: what procedures/data have you used to verify your estimate?

Regular city-supplied forms for many contacts.

16. Will the proposed activity benefit persons other than Lawrence citizens? How many?

None that we know of.

17. Provide an itemized budget for each task of the proposed activity. (List in order of importance.)

A. \$6.90 an hour for 45 hours a month \$ 3726.00 base

B. 7.5% Social Security contribution \$ 560.00 FICA

TOTAL CDBG REQUEST \$ 4286.00

18. Will the funds requested complete activity in one year?  
Yes  No  If not, what plans do you have for financing  
the activity to completion?

19. If all of the CDBG funds requested are not approved, how  
will the activity be affected? (Can't be done; partially  
done; etc.)

Activity will be partly or not at all. Partial funding may  
result in unmet need in neighborhood and increased calls upon  
City Hall staff.

20. Have you applied to other sources for funds for this  
project? Yes  No  (List the sources and amounts.)

21. Do you currently receive funds from other sources? Yes   
No  (List the sources and amounts)

A. Membership dues \_\_\_\_\_ \$ 50 to 200 a year

22. What is the total dollar amount of federal funds you receive  
from all sources excluding CDBG, during your fiscal year?  
\$ None

Additional supporting information may be attached.