

CONTRACT FOR ADMINISTRATIVE SERVICES  
CITY OF LYONS, KANSAS  
KANSAS HOUSING RESOURCE CORPORATION MODERATE INCOME HOUSING PROGRAM

THIS CONTRACT is entered into this \_\_\_ day of \_\_\_\_\_, 2020 by and between The City of Lyons, 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 grant from the Kansas Housing resource Corporation under their Moderate Income Housing Program. 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 Moderate Income Housing grant which may be awarded by the Kansas Housing Resource Corporation to the City. 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 Housing Resource Corporation 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 and 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 be 3.5% of the grant amount received as a grant administration fee, plus an additionally \$400.00 per housing unit to be charged for energy audit testing to determine that LEED levels have successfully been obtained in any construction. Maximum fee is not to exceed \$3,825.00

Payments are due to SCKEDD as follows for administrative duties:

25% of the administration fee upon successful completion and acceptance of the environmental review by the Kansas Housing Resource Corporation, and their subsequent agreement to the release of funds for the project

25% of the administration fee upon completion of one fourth of the housing units

25% of the administration fee upon completion of one half of the housing units

25% of the administration fee upon completion of all housing units and successful closeout and acceptance of the grant by the Kansas Housing Resource Corporation

\$400.00 per house for the Energy Audits performed as construction is completed on each housing unit

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

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.

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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 Housing Resource Corporation as detailed in the City's Grant Agreement for the above-referenced grant, other than that of an agent of the City.

This contract is 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 \_\_\_\_\_, 2020, as evidenced by the following affixed signatures.

CITY OF LYONS, KANSAS

SOUTH CENTRAL KANSAS ECONOMIC  
DEVELOPMENT DISTRICT, INC.

\_\_\_\_\_  
Garlan Old  
Mayor

\_\_\_\_\_  
Steven Wilkinson  
Executive Director

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EXHIBIT A  
ADMINISTRATIVE SERVICES

- 1) If selected as the administrator SCKEDD does not charge any fees unless the grant is approved and funded.
- 2) Provide assistance with the signing of the state contracts and meeting any contract conditions. SCKEDD will be instrumental in coordinating all contracts with Kansas Housing Resource Corporation and the city staff. We will participate in all levels of interaction between KHRC and the city.
- 3) Environmental Review. SCKEDD will assure that all aspects of the environmental review are complete and meet KHRC requirements.
- 4) Fair Housing and Civil Rights Compliance. We will assist the city in assuring that all applicable civil rights compliances are being followed and assure that all fair housing standards and activates are followed and are being performed.
- 5) Quarterly Report. Upon the awarding of the project, SCKEDD will prepare quarterly progress reports within ten days of quarter end. The report will be e-mailed to the designated KHRC representatives and city staff.
- 6) Conducting a Pre-Monitoring, attend the monitoring and resolve any monitoring deficiencies. SCKEDD will be present for all KHRC monitoring. If there are any deficiencies, staff will work diligently with the City for resolution.
- 7) Assist the City with Record Keeping and setting up of the files. SCKEDD will set up a standardized record keeping system with the City. Such system is very user friendly for all parties—the City, Grant Administrator and KHRC. This will include all general files, contractor files and individual client files. We will provide a system of files and labeled folders that closely follows the progression of the grant. SCKEDD will hold a mirrored back up filing system at our office.
- 8) Assist with setting up a financial management system that complies with KHRC and HUD regulations. We will work with the city to establish the most favorable method to request cash draws against the grant and distribute funds to contractors. We will also assist with preparing signature forms, establishing accounting procedures, maintaining a spreadsheet to track expenses for the overall project, preparing every Request for Payment forms (used to draw down grant funds), preparing each Estimated Cash Disbursement Report and working with auditor on audit, if required by KHRC.
- 9) Procurement of all other professional services as needed, including Minority Business Enterprise and Women’s Business Enterprise. SCKEDD will review the City’s procurement procedures to determine if the documents require updating. SCKEDD will review all contracts to assure compliance with for compliance with KHRC and HUD guidelines.
- 10) Ledger and Expenses. SCKEDD will establish a ledger system and track all expenses including local match and payments of grant funds.

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- 11) Processing Cash Requests. SCKEDD will prepare and submit all applications for payment to KHRC.
- 12) Civil Rights activities and documentations. SCKEDD will coordinate the annual Fair Housing Activity and Section 3 which are a mandated part of the grant agreement.
- 13) Applicant selection and verification process. SCKEDD will assist city staff in establishing a ranking system for application selection for housing. SCKEDD will verify all income and other related conditions for applicants to assure that eligibility requirements are in compliance for all beneficiaries.
- 14) Verification of LEED standards in new housing construction. SCKEDD will perform testing on all housing construction to certify that LEED standards have been achieved in construction.
- 15) Complete Close-Out packet. SCKEDD staff will prepare all close-out forms and guide the City through the close-out process. We will also be present to participate in any final monitoring or public hearings that may be required.
- 16) Attendance at commission meetings as required or deemed necessary by the commissioners to explain documents. SCKEDD will attend such meetings with proper notice.

**SCKEDD understands that the above is not an all inclusive list. We will perform, guide and explain procedures/steps of the Kansas Housing Resource Corporation's new Moderate Income Housing Program to assure that the city is in compliance with all application and program guidelines to enable a successful project.**

EXHIBIT B

SUMMARY OF CIVIL RIGHTS LAWS, EXECUTIVE ORDERS, AND REGULATIONS

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(Applicable to construction)

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 grant 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 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.

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**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 City) 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 City) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

**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 the 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 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.
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

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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 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 to prohibit discrimination on the basis of religion.