

CITY OF TOPEKA, KS

Contract No. 39558

GRANT AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of ~~May~~ ^{June}, 2009 by and between **Growth Organization of Topeka Shawnee County, Inc.**, hereinafter called the "Subgrantee" and the **City of Topeka**, Kansas, a duly organized municipal corporation, hereinafter called the "City".

WHEREAS, the Subgrantee has requested and desires to receive from the City of Topeka, \$50,045.00 of Community Development Block Grant funds (CDBG) to be provided during a project period commencing January 1, 2009 and continuing through December 31, 2009.

WHEREAS, said City is desirous of granting \$50,045.00 of CDBG funds to Subgrantee for the purposes outlined below and collectively hereinafter referred to as services.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. The City agrees to grant Fifty Thousand and Forty-Five Dollars (\$ 50,045.00) from CDBG funds to the Subgrantee to provide the following services;
 - A. Provide Kauffman Foundation FastTrac and other Kauffman Foundation small business courses and SBDC Scholarships; which shall be for low-moderate income persons who are at or below 80% of the Topeka Area Median Income (See Appendix A). The maximum assistance is Five Hundred Dollars (\$500).
 - B. Provide mentoring costs to businesses on a one time basis with maximum assistance of up to \$1,500.00 per business.
 - C. Provide other training as pre-approved in writing by the City.
 - D. Provide supplement grants for industry related trade-shows; City funds can only pay up to 90% of the total trade show cost not to exceed Two Thousand Dollars (\$2,000).

Services by the Subgrantee shall include, but not be limited to, making verbal presentations, developing and distributing all documents and forms, initial screening of program applicants, assisting with financial counseling to prospective applicants and facilitating program mentors.

Said grant proceeds shall be used to provide services exclusively for recipients within the corporate city limits of the City of Topeka, Kansas.

2. The City agrees to appoint a Coordinator herein referred to as "Coordinator", who shall review all expenditures of the Subgrantee made from grant proceeds, and shall report these expenditures to the Director of the Department of Housing & Neighborhood Development or his or her designee and or said Coordinator of the City of Topeka.

3. The following terms and conditions shall apply to this grant from the City to the Subgrantee:

A. The Subgrantee agrees to appoint a Project Director who shall be responsible to account to the City all expenditures by Subgrantee under this grant.

B. The Subgrantee represents that it has all necessary personnel required to fulfill the purposes. Such personnel shall not be employees of the City or have any contractual relationship of any kind with the City. All of the purposes set forth herein will be performed by the Subgrantee or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

C. In carrying out the terms and provisions of this Grant Agreement, the Subgrantee will not discriminate against any employee, applicant for employment, recipient of service, or applicant to receive services because of race, color, religion, sex, age, disability, or national origin. The Subgrantee shall take affirmative action to insure that applicants for employment, employees, applicants for service and recipients of service are treated equally and fairly without regard to their race, color, religion, sex, age, disability, or national origin. The Subgrantee shall in all solicitations or advertisements for employees or of services, placed by or on behalf of the Subgrantee, state that all qualified applicants shall receive consideration for employment or services without regard to race, color, religion, sex, age, disability, or national origin. The advertisement shall also state funds for the services are furnished in whole or in part by the City of Topeka.

D. The Subgrantee shall not assign any interest in the Grant Agreement and shall not transfer any interest in the same.

E. The Subgrantee covenants that its Board of Directors and employees presently have no interest and shall not acquire any interest, direct or indirect, which conflict in any manner with the performance of services required to be performed under this Grant Agreement. Subgrantee agrees that its Board of Directors and employees presently have no interest and shall not acquire any interest which will impair the abilities of the board members and employees to perform the services required by this Grant Agreement in a proper and impartial manner. The Subgrantee further covenants that in the performance of this Grant Agreement, no person having such interests shall be employed by it. It is explicitly understood by Subgrantee that in no event shall a board member be employed by Subgrantee in any capacity.

F. Subgrantee shall establish and maintain records with respect to all matters covered in this Grant Agreement in accordance with the following provisions:

- (1) Documentation of Costs. All costs shall be supported by properly executed original invoices, contracts, vouchers or other official documents evidencing in proper detail the nature and propriety of the changes.
- (2) Information and Reports. The Subgrantee shall at such time and in such form as the Coordinator may require, furnish to the Coordinator, such statements, records, reports, data and information as may be requested pertaining to matters covered by this Grant Agreement.
- (3) Audits and Inspections. The Subgrantee shall at any time during normal business hours make available to the Coordinator or other designated agent of the City all of its records with respect to all matters covered by this Grant Agreement. Further, such audits and inspections shall not be limited in number or scope.
- (4) Availability of Records. Financial and project records, necessary supporting data, and programmatic reports as requested by the Coordinator shall be maintained and available for a period of at least five [5] years after completion of this Grant Agreement. The Subgrantee shall guarantee to cover, be responsible for and hold

the City harmless for any deficiencies in services performed or funds expended from funds granted under this agreement.

G. The Subgrantee shall provide reports, at least quarterly on the number of families and/or individuals serviced under this program. Reports shall include sex, race, documented annual gross incomes, and other information as may be requested by the Coordinator.

5. The Subgrantee shall annually submit a budget for the funds stated in this Grant Agreement. The parties mutually agree that no expenditures shall be made from grant funds except as specified in the budget submitted by the Subgrantee, approved by the Director of the Department of Housing & Neighborhood Development his or her designee and or said Coordinator of the City of Topeka.

6. The Parties agree that the City of Topeka shall have absolute and unqualified authority to terminate this grant at any time during the duration of the Grant Agreement upon thirty [30] days written notice to the Subgrantee, unless it is found by Coordinator or his/her assignee that the Subgrantee is in violation of its obligations under this Grant, in which case the Grant Agreement may be terminated immediately.

7. The City may require changes in the scope of services of the Subgrantee to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation which are mutually agreed upon by and between the City and the Subgrantee or which may be required by the City hereunder, shall be incorporated by written amendments to this Grant Agreement.

8. No elected official, appointee or employee of the City of Topeka, or the Subgrantee or family members who exercises any functions or responsibilities in the review or approval of this grant, shall participate in any decision relating to this Grant Agreement which affects his/her personal interest nor shall such person have any personal or pecuniary interest, direct or indirect, in this Grant Agreement or the proceeds thereof.

9. No reports, records, or other documents produced in whole or in part under this grant Agreement shall be the subject of an application for copyright by or on behalf of the Subgrantee or any of its employees.

10. The Subgrantee agrees to hold harmless and indemnify the City of Topeka, and its agents or employees from any and all liability for claims or causes of action of any person, firm

or corporation, or of any entity for damages of any type whatsoever that may be sustained or are alleged to be sustained by virtue of any activities carried out by the Subgrantee.

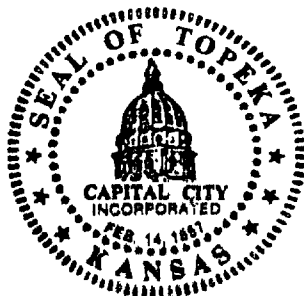
11. The Subgrantee acknowledges receipt of a copy of this Grant Agreement. Two [2] copies of this Grant Agreement are executed, and both shall be deemed an original.

12. This Grant Agreement may be amended by mutual, written agreement of the parties only.


13. Said funds shall be used during a project period that commences January 1, 2009 and continues until December 31, 2009.

14. The parties agree that the effective date of this Grant Agreement shall be January 1, 2009 and continuing through December 31, 2009.

IN WITNESS WHEREOF, the City and Subgrantee have executed this Grant Agreement, as of the day and year first above written.

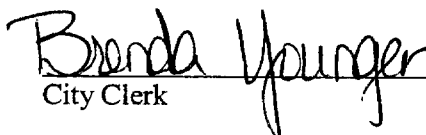


CITY OF TOPEKA, KANSAS



Norton N. Bonaparte, Jr., City Manager

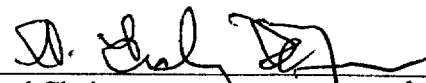
ATTEST:



Brenda Younger
City Clerk

APPROVED AS TO FORM AND LEGALITY
DATE 6-8-09 BY Cwe

Growth Organization of Topeka Shawnee Co. Inc.



Board Chairperson Lucky Defries

FY 2009 Income Limits Documentation System

FY 2009 Income Limits Summary

| FY 2009 Income Limit Area | Median Income | Shawnee County, Kansas | | | | | | | | |
|---------------------------|---------------|------------------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|
| | | FY 2009 Income Category | 1 Person | 2 Person | 3 Person | 4 Person | 5 Person | 6 Person | 7 Person | 8 Person |
| Shawnee County | \$61,300 | <u>Very Low (50%) Income Limits</u> | \$21,450 | \$24,500 | \$27,600 | \$30,650 | \$33,100 | \$35,550 | \$38,000 | \$40,450 |
| | | <u>Extremely Low (30%) Income Limits</u> | \$12,900 | \$14,700 | \$16,550 | \$18,400 | \$19,850 | \$21,350 | \$22,800 | \$24,300 |
| | | <u>Low (80%) Income Limits</u> | \$34,350 | \$39,250 | \$44,150 | \$49,050 | \$52,950 | \$56,900 | \$60,800 | \$64,750 |

NOTE: Shawnee County is part of the Topeka, KS MSA. The Topeka, KS MSA contains the following areas: Jackson County, KS ; Jefferson County, KS ; Osage County, KS ; Shawnee County, KS ; and Wabaunsee County, KS .