

**OTTAWA COUNTY
SPARK ADMINISTRATION AGREEMENT**

This document (hereinafter called AGREEMENT) is made as of the 3rd day of August in the year 2020 , by and between the Ottawa County, Kansas (hereinafter called the GRANTEE), and the North Central Regional Planning Commission of Beloit, Kansas (hereinafter called the ADMINISTRATOR)

WITNESSETH that the GRANTEE and the ADMINISTRATOR in consideration of their mutual covenants, herein agree to the performance of the PROJECT to which this AGREEMENT applies. The ADMINISTRATOR will serve as the GRANTEE'S representative for the PROJECT only, as set forth hereinafter, and provide the professional services described in exchange for payment as described herein:

Article 1: Services

The ADMINISTRATOR will provide the below listed administrative services and others as required to successfully implement the 2020 Strengthening People And Revitalizing Kansas (hereinafter called SPARK) The project is to address medical or public health needs related to the emergency and provide economic support to those suffering from employment or business interruptions due to COVID-19.

Article 2: GRANTEE Responsibilities

The GRANTEE shall:

- 2.1 Provide all criteria and information as to the SPARK program requirements for the PROJECT by furnishing copies of all documents it receives related to the project.
- 2.2 Give prompt written notice to the ADMINISTRATOR whenever the GRANTEE observes or becomes aware of any events affecting the scope of work or timing of the ADMINISTRATOR's services.

Article 3: ADMINISTRATOR Responsibilities

The scope of services provided by the ADMINISTRATOR during the course of the project will consist of the following:

- 3.1 Prepare, and explain, as desired, the State of Kansas SPARK Taskforce Agreement between the GRANTEE and State of Kansas.
- 3.2 Assist in resolving obligation conditions with State of Kansas and submittal of said conditional documents to State of Kansas SPARK Taskforce.
- 3.3 If necessary, prepare an Environmental Review of the project according to SPARK requirements.
- 3.4 Prepare SPARK reports, requests for SPARK payment and cash disbursement reports for review by the GRANTEE, detailing all events of previous periods in sufficient fashion to inform

the GRANTEE and State of Kansas SPARK Taskforce of project progress and financial status.

- 3.5 Assist the GRANTEE with the local record keeping according to the SPARK GRANTEE Handbook guidelines.
- 3.6 If necessary, prepare activated and documents related to Civil Rights Compliance.
- 3.7 Prepare and present the Closeout Documents upon completion of the project construction and monitoring by SPARK Taskforce.
- 3.8 As needed by the GRANTEE, assist with auditor procurement and auditor understanding of project activities.

Article 4: Period of Service

The aforementioned services shall be provided to the GRANTEE encompassing a period of time first beginning July 27, 2020 and ending on or about September 1, 2021. The ADMINISTRATOR will work to the best of their ability to meet the deadlines provided by the SPARK Taskforce.

Article 5: Compensation and Payment

The ADMINISTRATOR shall provide the aforementioned services for an amount not to exceed ***FORTY-FIVE THOUSAND SEVEN HUNDRED FIFTY-SIX DOLLARS AND 92/100 (\$45,756.92)***.

Billings shall be made by the ADMINISTRATOR to the GRANTEE in accordance with the SPARK policy and SPARK program schedule for services rendered. Payment shall be made to the ADMINISTRATOR within thirty (30) calendar days after the date of the billing. The aggregate total of all such billings will not exceed the amount stated earlier in Article 5.

Article 6: Change in Services

The Services described in the proposal shall be subject to modification or supplement upon the written agreement of the Agreement parties. Any such modification in the Services shall be incorporated by supplemental agreement. The ADMINISTRATOR may choose to utilize local persons to assist with some aspect of this project.

Article 7: Termination

The GRANTEE reserves the right to terminate the AGREEMENT at any time, upon written notice, in the event the services of the ADMINISTRATOR are unsatisfactory; or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any case, the ADMINISTRATOR shall be paid the reasonable value of the services rendered up to the time of termination on the basis of this AGREEMENT.

Article 8: Conflict of Interest

The GRANTEE and the ADMINISTRATOR are not to employ persons sharing familial status as such to

create a conflict of interest without having gone through required SPARK procurement procedures.

Article 9: Arbitration

Any controversy or claim arising out of or related to this AGREEMENT shall be settled by Arbitration. A single Arbitrator under the current rules of the American Arbitration Association shall conduct the Arbitration. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties. No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof.

Article 10: Compliance

The ADMINISTRATOR shall be in compliance with all Federal, State, and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance of this AGREEMENT, the ADMINISTRATOR agrees as follows:

- 10.1 The ADMINISTRATOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The ADMINISTRATOR agrees to post at conspicuous places, available to employees and applicants for employment, notices stating the equal opportunity provisions.
- 10.2 The ADMINISTRATOR will, in all solicitation or advertisements for employees placed by or on behalf of the ADMINISTRATOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, religion, religious affiliation or national origin.
- 10.3 The ADMINISTRATOR will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this AGREEMENT, binding the provisions to any sub-contractor with the exception of small purchases of materials and supplies.
- 10.4 Copyrights, patents and reporting requirements as enacted by Federal and State rules will be followed by the ADMINISTRATOR.
- 10.5 The ADMINISTRATOR will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086. 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.
- 10.6 The ADMINISTRATOR will also comply with Title VI of the Civil Rights Act of 1964. Furthermore, the ADMINISTRATOR shall comply with Section 109 of the Housing and Community Development Act of 1974.
- 10.7 The ADMINISTRATOR will comply with the Age Discrimination Act of 1975, as well as the

Kansas Act Against Discrimination.

- 10.8 The ADMINISTRATOR will comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation, denied benefits, or subjected to discrimination under any program or activity receiving federal funds.
- 10.10 The ADMINISTRATOR will abide by Title VII of the Civil Rights Act of 1968 (Fair Housing Act) which states that no person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in housing such as that provided with federal assistance.
- 10.11 The ADMINISTRATOR shall also comply with the Kansas Act Against Discrimination in order to prevent discrimination.
- 10.12 The ADMINISTRATOR agrees to maintain project records for a period of at least three (3) years from project completion.

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Article 11: Binding upon Successors

This Agreement shall be binding upon the undersigned parties, their successors, assigns and legal representatives. It is further agreed that this AGREEMENT and all Agreements entered into under the provisions of this AGREEMENT shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first agreed to.

GRANTEE: OTTAWA COUNTY

Karen Brumbaugh, Board of Commissioners

ATTEST:

Mary Arganbright, County Clerk

ADMINISTRATOR: NORTH CENTRAL REGIONAL PLANNING COMMISSION

Emily Benedick, Executive Director

ATTEST:

Pepper Roberg, Office Manager