

GRANT PROGRAM AGREEMENT

BETWEEN

City of Blue Springs and _____

This agreement is made between the City of Blue Springs (hereinafter referred to as the "City") and _____ (herein after called the Grantee) for the façade improvement project described in this document and its attachments (herein called the Project).

WHEREAS, the City allocated Community Development Block Grant (CDBG) funds to a façade improvement and rehabilitation grant program, which is CDBG-eligible activity; and

WHEREAS, the City has awarded a grant to reimburse a portion of the costs of façade improvements to the property located at _____, **Blue Springs, MO 64015**;

WHEREAS, the Grantee has agreed to perform the work to improve the facade of the above described property,

NOW, THEREFORE, the City and Grantee do mutually agree to the following terms and conditions regarding the above mentioned property to be improved using CDBG funds through the Facade Grant Program:

1. SCOPE OF SERVICES

The Grantee will complete the work and/or task described in the Project Overview that is attached hereto, marked as Attachment A, and incorporated herein by reference. A listing of detailed project tasks to be paid for with CDBG funds under this grant agreement is marked as Section C, and incorporated herein by reference. The City shall have the right to determine whether the work and/or task is completed satisfactorily and properly.

2. GRANTEE'S OBLIGATIONS

The Grantee warrants that he/she is the Owner of record of the above property or has written permission from the Owner to perform the proposed improvements described in Exhibit B.

The effective date of this agreement will be the date the parties sign. Grantee agrees to complete work described in the attached Plans and Specifications within ONE HUNDRED EIGHTY (180) days after the effective date. In the event the Director of Community Development finds that the Grantee has prosecuted the work with reasonable diligence but, due to factors beyond its reasonable control, the Grantee is unable to complete the work within 180 days, the City Manager is authorized to extend the time to complete the work.

All façade improvements shall be consistent with zoning and building codes currently in effect for the City. The Grantee shall assure that any permit or review necessary under City Ordinance shall be approved before the work on the façade improvement begins. The Grantee shall be responsible for the construction and management of the entire project.

3. BUDGET

The City will reimburse to the Grantee the amount of 50% or \$100,000.00, whichever is less, for eligible incurred costs and expenses for the Project according to the budget shown on the Attachment A. Only the work that is outlined in Section C will be eligible for reimbursement.

It is understood that this agreement is funded with CDBG funds. The Grantee acknowledges and agrees that the funds must be used only for CDBG-eligible expenditures.

4. PAYMENT

Disbursement of funds shall be made upon submittal of invoices for completed work. Invoices may be submitted after project completion or incrementally as work is completed. Invoices may be submitted up to twice monthly. . The work may be subject to inspections before funds are disbursed for reimbursement. All documentation for payment must be provided no later than six (6) months after the application has been approved or as stipulated in the request for an extension. Payment will be made to the Grantee by the City within four (4) weeks after City deems invoiced costs and documentation to be complete. Payment shall be made only to the Grantee.

The Grantee's submission must include itemized invoices detailing the work completed and materials purchased, with proof that payments in full have been made to Contractors and vendors, if applicable.

Grantee acknowledges, and agrees to inform its Contractor, that the City has no obligation to pay the Contractor for work performed for the Grantee under this Program. This agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party shall have any claim or right of action hereunder for any cause whatsoever.

5. GENERAL CONDITIONS

A. General Compliance. The Grantee agrees to comply with all applicable Federal, state and local laws, regulations, and policies, governing the funds provided under this agreement.

B. Independent Contractor. Nothing contained in this agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

C. Hold Harmless. The Grantee will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Grantee's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation. The Grantee will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this agreement.

E. Contract with Contractor. Each contractor who is performing the work approved for this Project shall have a valid City of Blue Springs Business License.

F. Labor Code/Prevailing Wage. Grantee acknowledges that improvements constructed with the proceeds of the grant constitute construction, alteration, demolition, installation, or repair work done in part out of public funds. To the extent that such laws apply, the Grantee shall comply with all requirements of applicable federal, state and local laws and regulations pertaining to labor standards and payment of prevailing wages (collectively, "Prevailing Wage Laws").

Prevailing Wage Laws do not apply to work not done under contract, including work done by individual recipient(s).

When required to comply with Prevailing Wage Laws, Grantee shall (i) require its contractors and subcontractors to submit certified copies of payroll records to Grantee; (ii) maintain complete copies of such certified payroll records; and (iii) make such records available to City and its designees for inspection and copying during regular business hours.

Grantee shall defend, indemnify and hold harmless the City and its officers, employees, volunteers, agents and representatives from and against any and all present and future claims, arising out of or in any way connected with Grantee's obligation to comply with all Prevailing Wage Laws, including all claims that may be made by contractors, subcontractors or other third party claimants.

Funding Source Recognition. The Grantee will insure recognition of the roles of the City in providing services through this agreement.

G. Suspension or Termination. The City may suspend or terminate this agreement if the Grantee materially fails to comply with any terms of this agreement, which include (but are not limited to) the following:

- Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, guidelines, policies or directives as may become applicable at any time;
- Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement; or
- Submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect.

6. ADMINISTRATIVE REQUIREMENTS

- A. Financial Management Accounting Standards. The Grantee agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- B. Documentation and Record Keeping: The Grantee will maintain thorough records pertinent to the activities to be funded under this Agreement, including records adequate to document that the funds were expended on CDBG-eligible activities.
- C. Access to Records and Retention. All such records and all other records pertinent to this agreement and work undertaken under this agreement will be retained by the Grantee for a period of six years after the City's final audit of Project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City will request a longer period of record retention.
- D. Audits and Inspections. All Grantee records with respect to any matters covered by this Agreement will be made available to the City and duly authorized officials of the state and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

- E. Reporting. The Grantee, at such times and in such forms as the City may require, will furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this agreement.

7. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

8. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

9. ENTIRE AGREEMENT

This document states the entire agreement between the City and the Grantee for the use of funds received under this agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Grantee with respect to this agreement.

IN WITNESS WHEREOF, the City and the Grantee have executed this agreement as of the date and year last written below.

CITY OF BLUE SPRINGS

GRANTEE

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____