

SUBRECIPIENT AGREEMENT

AN AGREEMENT BETWEEN CITY OF OLATHE AND JOHNSON COUNTY, KANSAS, A CDBG URBAN COUNTY, FOR THE ESTABLISHMENT AND DEVELOPMENT OF COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS (CFDA No. 14.218), PROJECT NUMBER 2019-11.

THIS SUBRECIPIENT AGREEMENT is made and entered into by and between the Board of County Commissioners of Johnson County, Kansas, hereinafter referred to as "County" and City of Olathe, hereinafter referred to as "Subrecipient".

WITNESSETH:

WHEREAS, the County has entered into a Grant Agreement with the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", for Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, pursuant to said Grant Agreement the County is obligated to require the compliance with certain terms and conditions therein by any third-party with whom the County contracts for the use of funds provided thereby; and

WHEREAS, pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, as amended, the County has authorized the use of funds provided in conjunction with said Grant Agreement for a Community Development Block Grant (CDBG) project to be administered by the Subrecipient; and

WHEREAS, said CDBG project has been determined by the County to meet the national objective of benefiting low- and moderate-income persons; and

WHEREAS, said CDBG project has been determined by the County to be an eligible Housing project, under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the County requires, as a condition precedent to the County's requesting from HUD a release of funds for said CDBG project, the execution of this Subrecipient Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises, covenants, conditions, and agreements hereinafter set forth, it is agreed by the parties hereto as follows:

Article I
Statement of Work

- A. The Subrecipient agrees to perform or carry out the Project described in Subrecipient's Application for funding, dated May 3, 2018 and incorporated herein by reference and on file in the County's Community Development office. The Subrecipient will use CDBG funds for "correction of code violations on private property within the CDBG area."
- B. Subject to the provisions of Article III, General Terms and Conditions, of this Subrecipient Agreement, the County agrees to provide funding to the Subrecipient in an amount not to exceed \$43,161.25.
- C. The County shall not authorize the Subrecipient to draw on funds unless said funds are to provide for payment for work, as set forth in the Subrecipient's Application. The authorization provided by this section shall be limited by the amount established in Article I. B.
- D. The period of performance for activities assisted by this Subrecipient Agreement shall commence on January 1, 2019 and be completed by December 31, 2019, except for those activities required for project closeout.

E. Reports

1. The Subrecipient agrees to submit, at a minimum, quarterly progress reports and reimbursement requests on a form supplied by the County. These reports are due in the County's Community Development office on April 10th, July 10th, and October 10th.
2. The Subrecipient further agrees to submit updated Project Beneficiary Information for the full program year, on the form supplied by the County's Community Development office. The year-end report is due in the County's Community Development office by January 6, 2020.

- F. If it is known or anticipated that the activity funded by this grant will not be closed out by December 31, 2019, a request for an extension must be made in writing to the County's Community Development Coordinator. The request will explain the reason(s) why the activity will not be completed by December 31, 2019 and provide a firm timeline for completion. If a request for an extension is not submitted, no future reimbursements will be made until a request for an extension is submitted. The request must be received by December 6, 2019 and signed by the Mayor.

**Article II
Definitions**

Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974, as amended, or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein. Further definitions are as follows:

- A. **"Application"** means all papers, documents, exhibits, maps, etc., submitted by the Subrecipient's Project as part of the County's CD Program, and any amendments, supplements, or revisions thereto submitted prior to the County seeking from HUD a release of funds for said projects.
- B. **"Assistance"** means the grants and any loans secured by loan guarantees provided under this Subrecipient Agreement.
- C. **"Assurances"** means the same certifications and assurances submitted by the County with its grant application pursuant to the requirements of 24 CFR Part 570.
- D. **"Program"** means the Community Development programs, projects, or other activities, including the administration thereof, with respect to which Assistance is being provided under this Subrecipient Agreement.
- E. **"Program Income"** means gross income received by the Subrecipient directly generated from the use of CDBG funds.
- F. **"Project"** means the activities outlined by the Subrecipient's Application and published by the County in its 2019 Action Plan for uses of Community Development funds.
- G. **"Subrecipient"** means each entity that receives funding pursuant to this Subrecipient Agreement.
- H. **"Household"** means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity or marital status.

Article III General Terms and Conditions

Upon execution of this Subrecipient Agreement, the County agrees to provide to the Subrecipient authorization to draw upon funds provided to the County pursuant to a Grant Agreement between the County and HUD, provided, no draft shall be honored by the County until HUD has released funds for Subrecipient's CDBG Project. Said authorization shall be subject to the terms and conditions of this Subrecipient Agreement, any applicable laws, regulations and requirements of HUD, which are now or hereafter in effect, and all rules, regulations and requirements issued by the County.

The Subrecipient agrees that notwithstanding any other provision of this Subrecipient Agreement, any requirements of amendments to Title I of the Housing and Community Development Act of 1974, as amended, which supersede or are not provided for in the HUD program regulations shall govern the use of the Assistance provided until revised regulations implementing such requirements are published for effect.

Article IV Federal Regulations and Requirements

The Subrecipient shall provide to the County all Assurances and Certifications required of the County by HUD. This shall include assurances that the Subrecipient certifies that this grant will be conducted and administered in conformity with the following laws and requirements.

A. Affirmatively Furthering Fair Housing *(24 CFR Part 570, Subpart K, 570.601)*

The Subrecipient shall comply with Public Law 88-352 and Public Law 90-284 and Executive Order 11063, as amended by Executive Order 12259.

B. Nondiscrimination *(24 CFR Part 570, Subpart K, 570.602)*

The Subrecipient shall comply with Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, and any other applicable federal, state or local law, rule or regulation governing nondiscrimination.

C. Labor Standards *(24 CFR Part 570, Subpart K, 570.603)*

The Subrecipient shall comply with Section 110(a) of Title I of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractors on construction work, that is valued in excess of \$2,000, assisted under this Subrecipient Agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 USC 276a to 276a-5) and shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act (40 USC 327-332), and the contractors and subcontractors shall comply with all regulations issued pursuant to these Acts and with other applicable federal laws and regulations pertaining to labor standards. Residential rehabilitation in structures with less than eight (8) units is exempted from these labor standards.

D. National Flood Insurance Program *(24 CFR Part 570, Subpart K, 570.605)*

The Subrecipient shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with Assistance provided under this Subrecipient Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended,

42 USC 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with Assistance provided under this Subrecipient Agreement.

E. Displacement, Relocation, Acquisition, and Replacement of Housing (24 CFR Part 570, Subpart K, 570.606)

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1990, as amended:

The Subrecipient agrees for the duration of this Subrecipient Agreement to:

1. Ensure that owners of real property acquired for federal and federally assisted projects are treated fairly and consistently; encourage and expedite acquisition by agreements with such owners; minimize litigation and relieve congestion in the courts; and promote public confidence in federal and federally-assisted land acquisition programs; and
2. Comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1990 ("the Act"), as required under Section 570.606(a) (Title I of the Housing and Community Development Act of 1974, as amended) and federal implementing regulations; the requirements of Section 570.606(b) governing the residential antidisplacement and relocation assistance plan under Section 104(d) of the Act (including a certification that such a plan is being followed; the relocation requirements of Section 570.606(c) governing displacement subject to Section 104(K) of the Act; and the relocation requirements of Section 570.606(d) governing optional relocation assistance under Section 105(a)(11) of the Act.

F. Equal Employment (24 CFR Part 570, Subpart K, 570.607)

The Subrecipient shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, Equal Employment Opportunity. During the performance of this Subrecipient Agreement, the Subrecipient agrees as follows:

1. The Subrecipient shall not discriminate against any employee because of race, color, religion, sex, age, or national origin. The Subrecipient shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin, handicap or familial status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, handicap or familial status.
3. The Subrecipient shall incorporate foregoing requirements in all contracts that are deemed necessary to carry out Project activities.
4. The Subrecipient agrees that it will assist and cooperate actively with the Secretary of Labor and the County in obtaining the compliance of contractors and subcontractors with the above equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Secretary of Labor such information as they may

require for the supervision of such compliance, and that it will otherwise assist the Secretary in the discharge of its primary responsibility for securing compliance.

G. Contracting Opportunities (24 CFR Part 570, Subpart K, 570.607)

The Subrecipient shall comply with requirements of Section 3, of the Housing and Urban Development Act of 1968 (12 USC 1701U), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the Project.

The Subrecipient shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with Assistance provided under this Subrecipient Agreement, the Section 3 clause set forth in 24 CFR 135.

H. Lead-Based Paint (24 CFR Part 570, Subpart K, 570.608)

In the construction or rehabilitation of residential structures with Assistance provided under this Subrecipient Agreement the Subrecipient will comply with the Lead-Based Paint Regulations issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4832, et seq.) and the Lead Safe Housing Rule (24 CFR 35).

I. Use of Debarred, Suspended or Ineligible Contractors or Subrecipients (24 CFR Part 570, Subpart K, 570.609)

The Subrecipient agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contract and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of equal opportunity clause as may be imposed upon contractors and subcontractors by the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

J. Uniform Administrative Requirements and Cost Principles (24 CFR Part 570, Subpart K, 570.610)

The Subrecipient shall comply with the policies, guidelines, and requirements of 2 CFR Part 200.

K. Conflict of Interest (24 CFR Part 570, Subpart K, 570.611)

1. Interest of Certain Federal Officials. No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Subrecipient Agreement or to any benefit to arise from the same.
2. Interest of Officers, Employees or Agents of Subrecipient, Members of Local Governing Body, or other Public Officials. No officer, employee or agent of the Subrecipient, or its designee, no officer, employee or agent of the County who exercises any functions or responsibilities with respect to the Program during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project assisted under this Subrecipient Agreement. The Subrecipient shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.
3. Prohibition Against Payments of Bonus or Commission. The Assistance provided under this Subrecipient Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such

Assistance, or HUD approval of applications for additional Assistance, or any approval or concurrence of HUD required under this Subrecipient Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or HUD regulations with respect thereto; provided, however, that reasonable fees or bonafide technical, consultant, managerial or other services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

L. Executive Order 12372 (24 CFR Part 570, Subpart K, 570.612)

Executive Order 12372, Intergovernmental Review of Federal Programs, applies to a CDBG funded activity only where the Subrecipient proposes to use funds for the planning or construction (reconstruction or installation) of water or sewer facilities. Such facilities include storm sewers as well as all sanitary sewers, but do not include water and sewer lines connecting a structure to the lines in the public right-of-way or easement.

M. Eligibility Restrictions for Certain Resident Aliens (24 CFR Part 570, Subpart K, 570.613)

Certain newly legalized aliens, as described in 24 CFR Part 49, are not eligible to apply for benefits under covered activities. Covered activities mean either:

- 1.** Activities that have income eligibility requirements limiting the benefits exclusively to low- and moderate-income persons; or
- 2.** Activities that are targeted geographically or otherwise to primarily benefit low- and moderate-income persons (excluding activities serving the public at-large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.

N. Architectural Barriers Act and the Americans With Disabilities Act (24 CFR Part 570, Subpart K, 570.614)

The Subrecipient shall comply with the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards (Appendix A to 24 CFR Part 40) for residential structures, and Appendix A to 41 CFR Part 101-19, subpart 101-19.6.

The Subrecipient shall comply with the Americans With Disabilities Act which provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications.

**Article V
County Rules, Regulations and Requirements**

A. Records

The Subrecipient shall maintain records with respect to all matters covered by this Subrecipient Agreement. At a minimum the following records will be maintained in a file for the CDBG funded Project:

- Citizen Participation
- Subrecipient Application
- Written agreement(s)
- Records demonstrating that the activity meets a National Objective
- Income eligibility records
- Project Beneficiary Forms
- Financial statement and records
- Purchasing records
- Audits

Fair housing and equal opportunity records
Construction Contracts and related documents
Draw down requests (with source documentation, including invoices, purchase orders, etc).
Monitoring reports and correspondence

Such records shall be maintained for a period of five (5) years after receipt of the final payment under this Subrecipient Agreement.

B. Program Income

For purposes of this Subrecipient Agreement, Program Income includes, but is not limited to: proceeds from the disposition by sale or long term lease of real property purchased with CDBG funds; income from the temporary use or leasing of properties acquired with CDBG funds pending the disposition or use for which the property was acquired; payments of principal and interest on loans made using CDBG funds; and, interest earned on Program Income pending disposition of such income.

It is understood and acknowledged by the parties that the Subrecipient administers a CDBG-funded revolving loan fund (RLF) to provide income-eligible homeowners with deferred loans and grants under limited circumstances to rehabilitate their homes. Further, it is understood and acknowledged by the parties that the Subrecipient generates RLF program income when the Subrecipient receives repayments of principal by homeowners, and that all RLF program income, regardless of the amount received in a single year, is considered Program Income.

Upon execution of this Subrecipient Agreement, the Subrecipient agrees to establish an interest-bearing account to hold its RLF cash balance, in accordance with 24 CFR 570.500(b). The Subrecipient shall deposit the RLF program income it receives in this interest-bearing account, which account must be separate and independent of other CDBG program accounts that may be held by the Subrecipient. Any interest paid on the RLF cash balance shall be considered interest earned on grant advances and must be remitted to HUD for transmittal to the U.S. Treasury at least annually. The Subrecipient shall remit any interest earned on the Subrecipient's RLF interest-bearing account to the County by December 1st for transmittal to HUD.

Program Income shall be recorded as part of the financial transaction of the grant program. Program Income received before expiration of this Subrecipient Agreement may be retained by the Subrecipient if the Program Income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds and that such Program Income shall affect withdrawals of grant funds as follows:

1. Program Income in the form of repayments to or interest earned on a revolving fund shall be disbursed before additional cash withdrawals are made.
2. All other Program Income shall be disbursed for eligible activities before additional cash withdrawals are made.
3. Program Income on hand at the expiration of this Subrecipient Agreement, or received after expiration of this Subrecipient Agreement, shall be returned to the County.

C. Payment

1. The County agrees to provide funding for expenditures of the Subrecipient under this Subrecipient Agreement in the manner set forth in the County Financial Management Requirements for the Community Development Block Grant Program.
2. The County shall not authorize the Subrecipient to draw on funds unless said funds are to

provide for payment for work, as set forth in the Subrecipient's Application.

3. It is understood and agreed by the parties hereto that the County will not process a request for final payment of expenditures until the Subrecipient has supplied a fully completed Project Beneficiary Information form supplied by the County's Community Development office.
4. At any time during the period of performance the County may review program costs incurred by the Subrecipient. Upon such review the County shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures. If the County disallows a cost, the County may deduct the amount of disallowed cost from any future payments under this Subrecipient Agreement or require that the Subrecipient refund the amount of the disallowed cost(s) for as long as the records are maintained.
5. Notwithstanding any other provision of this Subrecipient Agreement to the contrary, it is understood and agreed by the parties hereto that the County's obligation to provide funding to the Subrecipient under this Subrecipient Agreement is expressly contingent upon the level of funding made available to the County from HUD. Should such funding level be reduced by HUD or no longer be made available to the County from HUD sufficient to support the amount of funding to be provided by the County under this Subrecipient Agreement then this Subrecipient Agreement may be amended to reflect such reduction in funding or, at the option of the County, may be terminated upon written notice to the Subrecipient stating the effective date of termination. Should either event occur, it is understood and agreed by the parties that the County shall not be obligated to provide funding beyond the amended amount or beyond any amount provided to the Subrecipient by the County prior to said date of termination.

D. Financial Management, Audit and Review

1. The Subrecipient agrees that the County, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Subrecipient which are directly pertinent to this Subrecipient Agreement for the purpose of making audit, examination, excerpts, and transcripts for as long as the records are maintained.
2. It is further agreed that the Subrecipient shall make quarterly reimbursement requests and progress/performance reports to the County detailing the progress of the project. Further, the Subrecipient agrees to allow the County or its designee to make periodic project site visits to assess the progress of the project and to report such progress.
3. The Subrecipient agrees to reimburse or return to the County those funds which have been disbursed under this Subrecipient Agreement for the performance of the Project listed herein should the Subrecipient default on any of the provisions listed herein or should the County decide to terminate this Subrecipient Agreement for cause.
4. The Subrecipient agrees to maintain financial records in accordance with generally accepted accounting principles and to make all such records available to HUD and/or the County for inspection upon request. The Subrecipient further agrees to maintain applicable financial management standards prescribed in 2 CFR Part 200 as further defined at 24 CFR 570.502(a):
 - a. Records that identify adequately the source and application of funds for grant-supported activities. These records shall contain information pertaining to Federal awards and authorizations, obligations, unobligated balances, assets,

liabilities, outlays, and income.

- b.** Effective control over and accountability for all funds, property, and other assets. Subrecipients shall adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.
- c.** Procedures for determining reasonableness, allowability and allocation of costs in accordance with 2 CFR Part 200.
- d.** Accounting records that are supported by source documentation.
- e.** A systematic method to assure timely and appropriate documentation.

E. Annual Audit

The County requires that the Subrecipient submit a copy of the Subrecipient's Annual Audit Report for the fiscal year(s) covered by this Subrecipient Agreement and any extensions, when the Subrecipient expends \$750,000 or more in a year in federal awards. Such audit report must be prepared in accordance with 2 CFR Part 200.

F. Reversion of Assets

Upon expiration of this Subrecipient Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration of this Subrecipient Agreement and any accounts receivable attributable to the use of CDBG funds. Additionally, any real property under control of the Subrecipient that was acquired or improved in whole or in part with CDBG funds in excess of Twenty-Five Thousand Dollars (\$25,000.00) shall either be:

- 1. Used to meet one of the national objectives until five (5) years after expiration of this Subrecipient Agreement, or for such longer period of time as determined to be appropriate by the Subrecipient; or
- 2. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to the expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

G. Obligations of the Subrecipient with Respect to Certain Third Party Relationships.

The Subrecipient shall remain fully obligated under the provisions of this Subrecipient Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which Assistance is being provided under this Subrecipient Agreement to the Subrecipient.

H. Environmental Standards (24 CFR Part 570, Subpart K, 570.604)

The Subrecipient does not assume either the County's environmental responsibilities or the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. See 24 CFR Part 570, Subpart J, 503(b)(5)(i)(ii)

**Article VI
Indemnity and Liability**

- A.** The Subrecipient shall defend, indemnify and hold the County, its officers, employees and agents

free and harmless from and against all claims, losses and liabilities arising out of personal injury, including death, and damage to property arising out of or in any way connected with this Subrecipient Agreement, whether such operations be by the Subrecipient or by any subcontractor or anyone directly or indirectly employed by the Subrecipient. The Subrecipient shall also defend, indemnify, and hold harmless the County, its officers, employees, and agents free and harmless from and against any claims arising out of the award of this Subrecipient Agreement to the Subrecipient.

- B. Any subcontractor shall protect itself, the Subrecipient, and the County for the claims and damages due to personal injury including death as well as claims of property damage that may arise in the work. For construction or facility improvement, the Subrecipient shall require contractors to comply with the requirements of 24 CFR 85.36 (h) (1 through 3) or 2 CFR Part 200 as applicable.

Article VII Termination of Convenience

- A. The County or the Subrecipient may terminate this Subrecipient Agreement in whole, or in part, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditures of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The Subrecipient shall be allowed full credit for noncancelable obligations, properly incurred prior to termination.

Article VIII Termination for Cause Suspension of Payments or Agreement

If the County determines that the Subrecipient has violated or failed to comply with any of the covenants, conditions, agreements or stipulations of this Subrecipient Agreement, the County shall promptly notify the Subrecipient in writing of the determination and may, at its option, take the following action:

- A. Terminate this Subrecipient Agreement by including in the above notice the reasons for the termination, together with the effective date;
- B. Suspend payments under this Subrecipient Agreement by including in the above notice the effective date and specifying what actions must be taken as a condition precedent to the resumption of payments. In such event, just and equitable compensation shall be given at the end of the suspension period for any work satisfactorily completed by the Subrecipient during the suspension period;
- C. Suspend this Subrecipient Agreement by including in the above notice the effective date and specifying the actions that must take place as a condition precedent to the resumption of performance under this Subrecipient Agreement. In such event, the County shall incur no financial liability under this Subrecipient Agreement or otherwise at law for any services rendered during the suspension period.
- D. The County will provide the Subrecipient an opportunity to request a hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled.

The action of the County in suspending payments or this Subrecipient Agreement or in terminating this

Subrecipient Agreement shall not constitute a waiver of any claim or remedy which the County may otherwise have arising out of this Subrecipient Agreement.

**Article IX
Assignment**

The Subrecipient's rights, obligations, and duties under this Subrecipient Agreement shall not be assigned or transferred in whole or in part without prior written agreement by the County.

**Article X
Entire Agreement
Amendment**

This Subrecipient Agreement represents the entire and integrated agreement between the County and the Subrecipient and supersedes all prior negotiations, representations, or agreements, either written or oral. This Subrecipient Agreement may be amended only by written instrument, signed by both the County and the Subrecipient.

**Article XI
Venue**

This Subrecipient Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Kansas. Should any part of this Subrecipient Agreement be adjudicated, venue shall be proper only in the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have set their hands to this Subrecipient Agreement.

COUNTY:

Mawry L. Thompson
Penny Postoak Ferguson *for ppg.*
County Manager
Johnson County, Kansas

9/30/19
Date

SUBRECIPIENT:

M. G. L.
Mayor
City of Olathe

10/01/19
Date

APPROVED AS TO FORM:

Nicholas Saldan
Nicholas Saldan
Assistant County Counselor