

## **Minutes For Special Meeting**

**October 11, 2011**

**Columbus, Kansas, Cherokee County**

**Office of the County Clerk**

A Special Meeting by the Cherokee County Commission was held on October 11, 2011. Those present were Commissioners Pat Collins, Richard Hilderbrand, and Jack Garner. All those present said the Pledge of Allegiance.

Commissioner Garner opened the Districts 1 and 2 Ambulance Hearing with Doug Mogle and Mike King representing Galena and Columbus. Susan Galemore was also present from SEK Planning Commission and both Mogle and Galemore explained that the group needed Cherokee County to approve the grant. The grant is a matching funds grant and Districts 1 and 2 will need to attain \$206,437.00. The grant money will be used to purchase equipment and two ambulances for Cherokee County Districts 1 and 2. Chairman Garner closed the public hearing.

Commissioner Collins made the motion to pass and approve Resolution #16 to pursue the grant monies for Districts 1 and 2 subject to County Counselor Cure's review; his motion was seconded by Commissioner Garner; with Commissioners Garner and Collins voting in favor and Commissioner Hilderbrand voting no.

Commissioner Garner made the motion to pass and approve Resolution #17, a maintenance agreement with SEK Planning Commission subject to County Counselor Cure's review; his motion was seconded by Commissioner Collins with Commissioners Hilderbrand, Collins, and Garner voting in favor.

Commissioner Garner opened the District 3 Ambulance Hearing. District 3 was applying to purchase one ambulance and equipment with the same grant. The matching funds for District 3 will be \$103,219.00. Chairman Garner closed the public hearing.

Commissioner Garner made a motion pass and approve Resolution #18 to pursue the grant monies for District 3 Ambulance subject to County Counselor Cure's review; his motion was seconded by Commissioner Garner with Commissioners Garner and Collins voting in favor and Commissioner Hilderbrand voting no.

Commissioner Garner made the motion to approve and pass Resolution #19, a maintenance agreement with SEK Planning Commission subject to County Counselor Cure's review; his motion was seconded by Commissioner Hilderbrand with Commissioners Garner, Collins, and Hilderbrand voting in favor.

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Commissioners Garner, Collins and Hilderbrand, and Cherokee County Clerk Gatewood signed off on all the resolutions. A copy of Resolutions #16, 17, 18, and 19 are attached to these minutes.

Leonard Vanatta, Road and Bridge Supervisor, submitted evaluations for the commission to submit to the State of Kansas for bridge work on Weaver Bridge in the county, by the consultants' who submitted requests to be considered for the project. Those who submitted request to be considered for the project were Schwab Eaton, Cook, Flatt & Strobel, and Trans Systems.

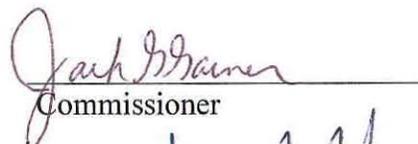
Commissioner Hilderbrand made the motion to adjourn at 10:04 AM; his motion was seconded by Commissioner Collins with Commissioners Collins, Garner, and Hilderbrand voting in favor. The next Cherokee County Commission meeting will be held October 17, 2011 at 9:00 AM in the Cherokee County Courthouse.

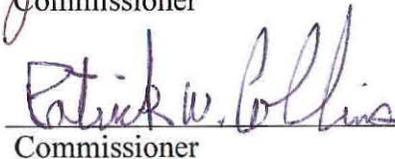
**Resolved and Ordered this:**

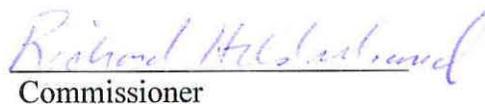
**17<sup>th</sup> day of October 2011**

**Attest:**

  
Cherokee County Clerk

  
Commissioner

  
Commissioner

  
Commissioner

**Form B – Project Budget Form:**

*amb. ASSOC*

*2 amb*

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
<b>1. <u>Public Facilities proposed:</u></b>				
a.) 2 Ambulances	206,437	118,731	325,168	Cherokee County
b.) Debrillators		57,360	57,360	Cherokee County
c.) Cots		10,346	10,346	Cherokee County
d.) Acquisition, including easements				
e.) Engineering Design				
f.) Construction Inspection				
g.) Architectural Services				
h.) Other Professional Services*				
<b>Total, Public Facility Activities</b>	206,437	186,437	392,874	Cherokee County
<b>2. <u>Reserved for Housing Activities:</u></b>				
<b>Total, Housing Activities</b>				
<b>3. <u>Administration:</u></b>				
a.) Administrative Activities		20,000	20,000	Cherokee County
b.) Legal**				
c.) Audit				
<b>Total, Administration</b>		20,000	20,000	Cherokee County
<b>4. Total, All Activities</b>	206,437	206,437	412,874	Cherokee County

\*Other professional services; please explain: \_\_\_\_\_

\*\* Provide explanation of need of these expenses: \_\_\_\_\_

# Kansas Department of Commerce

# Applicant/Recipient Disclosure/Update Report

## Instructions in General Application Requirements or Grantee Handbook

### Applicant/Recipient Information

 Indicate whether this is an Initial Report  or an Update Report 

1. Applicant/Recipient Name, Address, and Phone (include area code): Cherokee County PO Box 14, Columbus, KS (620) 429-2042	2. Social Security Number or Employer ID Number: 48-6041799
3. CDBG Grant Number:	4. Amount of HUD Assistance Requested/Received \$206,437.00
5. State the name and location (street address, City and State) of the project or activity: 2 ambulances to be located at 800 Powrachute way, Columbus, KS and 217 Turner Dr, Galena, KS	

### Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.  
**However, you must sign the certification at the end of the report.**

### Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Cherokee County, 100 E. Maple, Columbus, KS	Cash Match	\$206,437.00	2 Ambulances

(Note: Use Additional pages if necessary.)

### Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Southeast Kansas Regional Planning Commission	48-0802869	Administration	\$20,000/4.8%

(Note: Use Additional pages if necessary.)

### Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy) 10/11/2011
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(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The [jurisdiction] City/County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] City/County will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The [jurisdiction] City/County will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the [jurisdiction] City/County will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds:

(should contain proposed demolitions)

This project will not require demolition of occupied dwellings.

As chief elected official of [jurisdiction] City/County, I hereby certify that the above plan was officially adopted by [jurisdiction] City/County of Cherokee on the 11th day of October, 2011.

Date: \_\_\_\_\_ Signature – Chief Elected Official: \_\_\_\_\_

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Jack Garner
Signature, Chief Elected Official	Name (typed or printed)
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Cherokee, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

**Form B – Project Budget Form:**

*Orst. 3*

*1 a.s.u.c.*

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
<b>1. <u>Public Facilities proposed:</u></b>				
a.) Ambulance	95,218	67,366	162,584	Cherokee County
b.) defibrillator		28,680	28,680	Cherokee County
c.) Cot		5,173	5,173	Cherokee County
d.) Acquisition, including easements				
e.) Engineering Design				
f.) Construction Inspection				
g.) Architectural Services				
h.) Other Professional Services*				
<b>Total, Public Facility Activities</b>	<b>95,218</b>	<b>101,219</b>	<b>198,437</b>	<b>Cherokee County</b>
<b>2. <u>Reserved for Housing Activities:</u></b>				
<b>Total, Housing Activities</b>				
<b>3. <u>Administration:</u></b>				
a.) Administrative Activities	8,000	2,000	10,000	Cherokee County
b.) Legal**				
c.) Audit				
<b>Total, Administration</b>	<b>8,000</b>	<b>2,000</b>	<b>10,000</b>	<b>Cherokee County</b>
<b>4. Total, All Activities</b>	<b>103,218</b>	<b>103,219</b>	<b>206,437</b>	<b>Cherokee County</b>

\*Other professional services; please explain: \_\_\_\_\_

\*\* Provide explanation of need of these expenses: \_\_\_\_\_

# Kansas Department of Commerce

# Applicant/Recipient Disclosure/Update Report

## Instructions in General Application Requirements or Grantee Handbook

### Applicant/Recipient Information

 Indicate whether this is an Initial Report  or an Update Report 

1. Applicant/Recipient Name, Address, and Phone (include area code):

 Cherokee County  
 PO Box 14, Columbus, KS  
 (620) 429-2042

 2. Social Security Number or  
 Employer ID Number:

48-6041799

3. CDBG Grant Number:

 4. Amount of HUD Assistance  
 Requested/Received

\$206,437.00

5. State the name and location (street address, City and State) of the project or activity:

One new ambulance to be housed at 311 Military, Baxter Springs, KS

### Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity?

 Yes  No

2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year.

 Yes  No

If you answered "No" to either question 1 or 2, Stop! You do not need to complete the remainder of this form.  
 However, you must sign the certification at the end of the report.

### Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Cherokee County, 100 E. Maple, Columbus, KS	Cash Match	\$103,219.00	Ambulance

(Note: Use Additional pages if necessary.)

### Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For Individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Southeast Kansas Regional Planning Commission	48-0802869	Administration	\$10,000/4.8%

(Note: Use Additional pages if necessary.)

### Certification

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I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)

10/11/2011

X

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The [jurisdiction] City/County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] City/County will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The [jurisdiction] City/County will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the [jurisdiction] City/County will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds:

(should contain proposed demolitions)

This project will not require demolition of occupied dwellings.

As chief elected official of [jurisdiction] City/County, I hereby certify that the above plan was officially adopted by [jurisdiction] City/County of Cherokee on the 11th day of October, 2011.

Date: \_\_\_\_\_ Signature – Chief Elected Official: \_\_\_\_\_

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Jack Garner
Signature, Chief Elected Official Chairman	Name (typed or printed)
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Cherokee, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

THE CITY/COUNTY OF CHEROKEE, KANSAS

RESOLUTION NO. 16

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2012 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Cherokee, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Cherokee, Kansas, intends to submit an application for assistance from the 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Cherokee, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2012 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Cherokee County, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$206,437 in cash funds toward this project and \$0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF Cherokee, KANSAS, this 11th day of October, 2011.

APPROVED   
MAYOR/COMMISSIONER

ATTEST   
(SEAL)

THE CITY/COUNTY OF CHEROKEE, KANSAS

CITY/COUNTY OF CHEROKEE, KANSAS

RESOLUTION NO. 17

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE CHEROKEE COUNTY AMUBLANCE ASSOCIATION, INC. SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Cherokee is applying for Small Cities Community Development Block Grant funds under the Community Improvement Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Cherokee wishes to utilize this funding for the purpose of constructing improvements to the city's/county's ambulance system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Cherokee has determined that the annual operation and maintenance costs of the ambulance system improvements are anticipated to be approximately \$7,000.00; and,

WHEREAS, The annual Cherokee County Ambulance Association, Inc. budget has been determined to be adequate to fund the operation and maintenance of the ambulance system,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Cherokee, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF CHEROKEE, KANSAS THIS 11th DAY OF October, 2011.

ATTEST:

  
CITY CLERK/COUNTY CLERK

  
MAYOR/COMMISSIONER

(SEAL)

THE CITY/COUNTY OF CHEROKEE, KANSAS

RESOLUTION NO. 18

RESOLUTION CERTIFYING LEGAL AUTHORITY  
TO APPLY FOR THE 2012 KANSAS  
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
FROM THE KANSAS DEPARTMENT OF COMMERCE  
AND AUTHORIZING THE MAYOR/COMMISSIONER  
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Cherokee, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Cherokee, Kansas, intends to submit an application for assistance from the 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Cherokee, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the 2012 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Cherokee County, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates \$103,219 in cash funds toward this project and \$0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF Cherokee, KANSAS, this 11th day of October, 2011.

APPROVED

  
MAYOR/COMMISSIONER

ATTEST



(SEAL)

THE CITY/COUNTY OF CHEROKEE, KANSAS

CITY/COUNTY OF CHEROKEE, KANSAS

RESOLUTION NO. 19

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE CHEROKEE COUNTY AMUBLANCE DISTRICT #3 SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Cherokee is applying for Small Cities Community Development Block Grant funds under the Community Improvement Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Cherokee wishes to utilize this funding for the purpose of constructing improvements to the city's/county's ambulance system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Cherokee has determined that the annual operation and maintenance costs of the ambulance system improvements are anticipated to be approximately \$3,500.00; and,

WHEREAS, The annual Cherokee County Ambulance District #3 budget has been determined to be adequate to fund the operation and maintenance of the ambulance system,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Cherokee, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF CHEROKEE, KANSAS THIS 11th DAY OF October, 2011.

ATTEST:

  
CITY CLERK/COUNTY CLERK

  
MAYOR/COMMISSIONER

(SEAL)

Example form to Evaluate Consultants by Selection Committee

Project Number	110-4223-01
City/County	Cherokee

Note: Please list firms in the order in which their responses were received.

Reasons	Consultant's Name
	Schwab Eaton PA
	Cook Flatt & Strobel
	Tran Systems
7	Bucher Willis Ratiff Corp
7	BG Consultants, Inc.
7	Finney & Turnipseed
7	AWS Consulting Group Inc

REASONS

- X = Passed to Negotiating Committee
- 1 = Excluded because of size and qualifications
- 2 = Excluded because of experience of personnel available for project
- 3 = Excluded because of location
- 4 = Excluded because of current uncompleted work, or distribution of work
- 5 = Excluded because of performance
- 6 = Other (communication, program procedure knowledge)
- 7 = No response from the Consultant
- \* = Firm not prequalified in this category

Selection Committee Findings of
(Date)

Signature
Selection Committee Chairperson

Example form to rank Consultants by Negotiating Committee

Project Number		112-4223-01	Consultants from Selection Committee Findings				
City/County		Cherokee	Name of Consulting Firm				
		Factors 0-10					
1.	Commitment of staff, equipment & facilities						
2.	Ability to perform the desired services within the time prescribed						
3.	Past performance of firm						
4.	Staff's training schools attendance						
5.	Previous experience with similar work						
6.	Work commitment which could limit performance						
7.	Accessibility of firm's office						
8.	Firm's familiarity with project area						
9.	Firm's knowledge of project procedures						
10.	Other						
		Totals					
		Ranking					

Negotiating Committee Findings of
(Date)

Signature
Negotiating Committee Chairperson

**Form B – Project Budget Form:**

*Dist. 3*

*1 a.s.u.*

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
<b>1. <u>Public Facilities proposed:</u></b>				
a.) Ambulance	95,218	67,366	162,584	Cherokee County
b.) defibrillator		28,680	28,680	Cherokee County
c.) Cot		5,173	5,173	Cherokee County
d.) Acquisition, including easements				
e.) Engineering Design				
f.) Construction Inspection				
g.) Architectural Services				
h.) Other Professional Services*				
<b>Total, Public Facility Activities</b>	<b>95,218</b>	<b>101,219</b>	<b>198,437</b>	<b>Cherokee County</b>
<b>2. <u>Reserved for Housing Activities:</u></b>				
<b>Total, Housing Activities</b>				
<b>3. <u>Administration:</u></b>				
a.) Administrative Activities	8,000	2,000	10,000	Cherokee County
b.) Legal**				
c.) Audit				
<b>Total, Administration</b>	<b>8,000</b>	<b>2,000</b>	<b>10,000</b>	<b>Cherokee County</b>
<b>4. Total, All Activities</b>	<b>103,218</b>	<b>103,219</b>	<b>206,437</b>	<b>Cherokee County</b>

\*Other professional services; please explain: \_\_\_\_\_

\*\* Provide explanation of need of these expenses: \_\_\_\_\_

# Kansas Department of Commerce

# Applicant/Recipient Disclosure/Update Report

## Instructions in General Application Requirements or Grantee Handbook

### Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report 

1. Applicant/Recipient Name, Address, and Phone (include area code):

Cherokee County  
PO Box 14, Columbus, KS  
(620) 429-2042

2. Social Security Number or  
Employer ID Number:

48-6041799

3. CDBG Grant Number:

4. Amount of HUD Assistance  
Requested/Received

\$206,437.00

5. State the name and location (street address, City and State) of the project or activity:

One new ambulance to be housed at 311 Military, Baxter Springs, KS

### Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity?

 Yes  No2. Have you received or do you expect to receive assistance, involving the  
project or activity in this application, in excess of \$200,000 during this  
fiscal year. Yes  NoIf you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.**However,** you must sign the certification at the end of the report.

### Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Cherokee County, 100 E. Maple, Columbus, KS	Cash Match	\$103,219.00	Ambulance

(Note: Use Additional pages if necessary.)

### Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Southeast Kansas Regional Planning Commission	48-0802869	Administration	\$10,000/4.8%

(Note: Use Additional pages if necessary.)

### Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:

Date: (mm/dd/yyyy)  
10/11/2011

x

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The [jurisdiction] City/County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] City/County will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The [jurisdiction] City/County will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the [jurisdiction] City/County will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds:

(should contain proposed demolitions)

This project will not require demolition of occupied dwellings.

As chief elected official of [jurisdiction] City/County, I hereby certify that the above plan was officially adopted by [jurisdiction] City/County of Cherokee on the 11th day of October, 2011.

Date: \_\_\_\_\_

Signature – Chief Elected Official: \_\_\_\_\_

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

- (13) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.
- (14) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

	Jack Garner
Signature, Chief Elected Official Chairman	Name (typed or printed)
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Cherokee, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

\_\_\_\_\_  
Mayor/County Commission

ATTEST:

\_\_\_\_\_  
City/County Clerk

**Form B – Project Budget Form:**

*amb. ASSOC*

*2 amb*

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
<b>1. <u>Public Facilities proposed:</u></b>				
a.) 2 Ambulances	206,437	118,731	325,168	Cherokee County
b.) Debrillators		57,360	57,360	Cherokee County
c.) Cots		10,346	10,346	Cherokee County
d.) Acquisition, including easements				
e.) Engineering Design				
f.) Construction Inspection				
g.) Architectural Services				
h.) Other Professional Services*				
<b>Total, Public Facility Activities</b>	<b>206,437</b>	<b>186,437</b>	<b>392,874</b>	<b>Cherokee County</b>
<b>2. <u>Reserved for Housing Activities:</u></b>				
<b>Total, Housing Activities</b>				
<b>3. <u>Administration:</u></b>				
a.) Administrative Activities		20,000	20,000	Cherokee County
b.) Legal**				
c.) Audit				
<b>Total, Administration</b>		<b>20,000</b>	<b>20,000</b>	<b>Cherokee County</b>
<b>4. Total, All Activities</b>	<b>206,437</b>	<b>206,437</b>	<b>412,874</b>	<b>Cherokee County</b>

\*Other professional services; please explain: \_\_\_\_\_

\*\* Provide explanation of need of these expenses: \_\_\_\_\_

# Kansas Department of Commerce

# Applicant/Recipient Disclosure/Update Report

## Instructions in General Application Requirements or Grantee Handbook

### Applicant/Recipient Information

 Indicate whether this is an Initial Report  or an Update Report 

1. Applicant/Recipient Name, Address, and Phone (include area code): Cherokee County PO Box 14, Columbus, KS (620) 429-2042	2. Social Security Number or Employer ID Number: 48-6041799
3. CDBG Grant Number:	4. Amount of HUD Assistance Requested/Received \$206,437.00
5. State the name and location (street address, City and State) of the project or activity: 2 ambulances to be located at 800 Powrachte way, Columbus, KS and 217 Turner Dr, Galena, KS	

### Part I Threshold Determinations.

1. Are you applying for assistance for a specific project or activity?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance, involving the project or activity in this application, in excess of \$200,000 during this fiscal year.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

**However,** you must sign the certification at the end of the report.

### Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
Cherokee County, 100 E. Maple, Columbus, KS	Cash Match	\$206,437.00	2 Ambulances

(Note: Use Additional pages if necessary.)

### Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Southeast Kansas Regional Planning Commission	48-0802869	Administration	\$20,000/4.8%

(Note: Use Additional pages if necessary.)

### Certification

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature:  X	Date: (mm/dd/yyyy) 10/11/2011
---------------------	----------------------------------

(Minimum required by all applicants for funding – must be submitted with application)

**Residential Anti-displacement and Relocation Assistance Plan  
under Section 104(d) of the  
Housing and Community Development Act of 1974, as Amended**

The [jurisdiction] City/County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] City/County will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The [jurisdiction] City/County will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the [jurisdiction] City/County will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds:

(should contain proposed demolitions)

This project will not require demolition of occupied dwellings.

As chief elected official of [jurisdiction] City/County, I hereby certify that the above plan was officially adopted by [jurisdiction] City/County of Cherokee on the 11th day of October, 2011.

Date: \_\_\_\_\_

Signature – Chief Elected Official: \_\_\_\_\_

## **STATEMENT OF ASSURANCES AND CERTIFICATIONS**

The applicant hereby assures and certifies with respect to the grant that:

- (1) It possesses legal authority to make a grant submission and to execute a community development and housing program.
- (2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.
- (3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.
- (4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.
- (5) Its chief executive officer or other officer of the grantee approved by Commerce:
  - (a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
  - (b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and
- (6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

- (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1;
- (b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;
- (c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);
- (d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;
- (e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;
- (f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;
- (g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;
- (h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;
- (i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;
- (j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended;
- (k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.
- (l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;
- (m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

- (n) The regulations, policies, guidelines and requirements of OMB Circular Nos. A-87, A-110 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;
  - (o) The American Disabilities Act (ADA) (P.L. 101-336; 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;
- (7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;
  - (8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;
  - (9) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;
  - (10) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).
  - (11) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.
  - (12) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.



**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES  
FOR A 2012 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK  
GRANT PROJECT FOR A NEW AMBULANCE for CHEROKEE COUNTY AMBULANCE DISTRICT #3  
(CDBG PROJECT NO. \_\_\_\_\_)**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and Cherokee County, Kansas, hereinafter referred to as County.

WHEREAS, the County desires to engage in a community improvement project described as the Cherokee County Ambulance District #3 project.

WHEREAS, the project is being funded in part by a 2012 Kansas Small Cities Community Development Block Grant (CDBG), awarded on \_\_\_\_\_.

NOW, THEREFORE, the County engages the services of an Administrative Consultant to administer the project based upon the following terms and conditions:

**I. UTILIZATION OF CDBG FUNDS**

The Administrative Consultant shall be familiar with pertinent Federal and State laws and regulations concerning the administration of projects involving the utilization of Kansas Small Cities Community Development Block Grant funds for the purpose of making community improvements.

**II. TERMINATION OF CONTRACT**

**A. WITHOUT CAUSE**

This contract may be terminated by either party, at any time, without cause and upon giving no less than 30 days written notice. The Administrative Consultant, upon receipt of notice of a termination without cause, shall have ten days to request a hearing before the County's Governing Body regarding said termination. If the termination is affirmed by the County, any unpaid balance due, pursuant to the terms and condition of Paragraph 8, shall be paid immediately upon written request.

The County shall be entitled to a prorated refund of fees actually paid the Administrative Consultant upon termination of the Agreement by the Administrative Consultant without cause. Such prorated refund shall be according to the following formula: (1). all amounts actually paid to the Administrative Consultant, less 20% of the total agreement amount, if termination shall become effective within the first ninety days of this agreement. (2). All amounts actually paid to the Administrative Consultant, less 30% of the total agreement amount, if termination shall become effective within the 91<sup>st</sup> through 180<sup>th</sup> days of this agreement. (3). All amounts actually paid to the Administrative Consultant, less 40% of the total agreement amount, if termination shall become effective within the 181<sup>st</sup> through 270<sup>th</sup> days of this agreement. (4). All amounts actually paid to the Administrative Consultant, less 50% of the total agreement amount after the 271<sup>st</sup> day of this agreement.

**B. FOR CAUSE**

Termination for cause shall mean:

- (1.) The successful completion of the project becomes impractical for any reason; or
- (2.) A material breach in the performance of the requirements of this Agreement.

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the County to receive a penalty or fine, or incur damages or unanticipated expenses, then the County shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable attorney's fee.

**C. AFTER TERMINATION**

In the event of termination of this agreement by either party, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Agreement shall, at the option of the County, become the property of the County.

**III. CHANGES**

The County may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the County and the Administrative Consultant, shall be incorporated in written amendments to the Agreement.

However, upon completion of the initial FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to additional compensation if an additional FORMAT II Environmental Assessment(s) shall be required. For each completed additional FORMAT II Environmental Assessment for the captioned project, the Administrative Consultant shall be entitled to an additional amount of \$2,500.

**IV. PERSONNEL AND ASSIGNABILITY**

- A. The Administrative Consultant complies with, and shall maintain compliance with, the Administrator Certification Requirements established by the Kansas Department of Commerce.
- B. The Administrative Consultant represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with, the County.
- C. All of the services required hereunder will be performed by the Administrative Consultant personnel and all such personnel shall be fully qualified to perform such services.
- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. However, any claims for money by the Administrative Consultant from the County, under this Agreement, may be assigned to a bank, trust company or other financial institution without such approval. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT**

Services outlined in this Agreement are those necessary to effectively administer a Kansas Small Cities CDBG project for community improvements. The following summary of services is not intended to limit the scope of services, but is intended to illustrate the work and services to be provided by the Administrative Consultant. The services are divided into five phases, which are the Grant Award, Environmental, Preconstruction, Construction and Close-Out.

**A. GRANT AWARD**

- 1. Prepare the Kansas Small Cities Community Development Block Grant contractual agreement between the Kansas Department of Commerce and the County in accordance with KDOC's Condition Letter.
- 2. Assist the County in the preparation of the Financial Management Checklist and Signature Forms.
- 3. Prepare the Project Budget.
- 4. Prepare any other documents that KDOC may require from time to time.

**B. ENVIRONMENTAL**

1. Prepare an initial FORMAT II Environmental Assessment in compliance with CDBG Program Requirements.
  - a. Upon completion of the initial FORMAT II Environmental Assessment for the captioned project, and in the event that additional FORMAT II Environmental Assessment(s) shall be required, then the Administrative Consultant shall be entitled to additional compensation in the amount of \$2,500 upon completion of each additional FORMAT II Environmental Assessment.
  - b. The Administrative Consultant shall not be required to perform environmental assessment activities that exceed the scope of FORMAT II Environmental Assessment.
  - c. The Administrative Consultant shall assist the County in developing procurement documents and completing the procurement process for specialized services necessary to complete and EIS or other specialized environmental studies, surveys and/or reports as may be required for the completion of the captioned project.
2. Draft and furnish the County all legal notices required to meet KDOC's environmental requirements.
3. Inform and advise the County staff throughout the environmental review process.
4. Send to all appropriate agencies the necessary environmental information so that those agencies may review and comment on the CDBG project as part of the environmental review process. Maintain a list of all agencies which received the environmental information.
5. Conduct, with the County, any hearings that may be necessary.
6. Prepare, for the County, the Finding of No Significant Impact public notice.
7. Prepare, for the County, the Request for Release of Funds public notice.
8. Prepare, for the County, the Environmental Certification Form and the Request for Release of Funds.

**C. PRECONSTRUCTION**

1. Assist the County with the preparation and adoption of the required procurement policy and resolution.
2. Assist the County in the procurement of architectural and/or engineering services, if necessary.
3. Assist in the preparation of those bid documents that are not normally prepared by the engineer or architect.
4. Furnish the required labor, civil rights and other federal regulations to be included with the bid documents.
5. Review bid documents prior to their release for federal compliance.
6. Send notices of the Invitation to Bid to several minority and/or women-owned construction firms.
7. Review legal notices and monitor the bid procedure to assure federal compliance.
8. Attend bid opening and report to the County.
9. Review all contracts for compliance with CDBG regulations.
10. Notify all necessary parties of the required preconstruction conference, and establish with contractor, County and other, the date, time and place for the conference.

11. Conduct the portion of the preconstruction conference that concerns CDBG regulations and funding.
12. Prepare all CDBG required notices and forms covering bids, preconstruction conference, contract awards and construction start dates.
13. Perform the duties of Labor Standards Officer.
14. Assist the County in the establishment of a CDBG project filing system.
15. Apply for and furnish Davis-Bacon wage rates for all required construction contracts.
16. Should the County perform any or all engineering/architectural services and/or construction activities with its own employees, the Administrative Consultant will advise and review the procurement of materials, equipment and employee time sheets to help insure compliance with CDBG regulations.

**D. CONSTRUCTION**

1. Prepare all requests for CDBG funds (drawdowns) for County action.
2. Prepare the Estimated Cash Disbursements Report required to be submitted along with drawdown requests.
3. Prepare all quarterly Progress Reports for the County's review and approval.
4. Review all payment requests to assure compliance with the CDBG rules and regulations.
5. Monitor the project site for federal labor standards compliance.
6. Serve as the County's liaison with KDOC.
7. Attend all KDOC monitoring visits and assist the County with responses to KDOC compliance letters.
8. Report any major changes in project schedule to the County that are made known to the Administrative Consultant.

**E. CLOSE-OUT**

1. Upon completion of the project, prepare the KDOC close-out packet to fulfill the requirements set out by KDOC.
2. Assist in the final inspection of the project.
3. Assist the County in securing a qualified auditing firm, if necessary, that satisfies CDBG regulations.

**VI. RECORDS AND AUDITS**

The Administrative Consultant shall assist the County in maintaining CDBG project records, including property and financial records, adequate to identify and account for all costs pertaining to the project to assure proper accounting for all project funds, both Federal and non-Federal shares.

The Administrative Consultant shall assist the County in developing a financial management system which will comply with the U.S. Office of Management and Budget (OMB) Circular A-102 (Revised).

The County will be responsible for having the records audited by a Certified Public Accountant at the completion of the project. The expense for this audit will be a responsibility of the County. At the discretion of the County, the Administrative Consultant will assist the County in procuring auditing services and with preparing the agreement for such services.

## **VII. COMPLIANCE WITH LAWS**

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments. This includes, but is not limited to:

### **A. EXECUTIVE ORDER 11246, AS AMENDED**

During the performance of this Agreement, the Administrative Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1. The Administrative Consultant will not discriminate against any employee or qualified applicant for employment because of race, creed, sex, color, national origin, or mental or physical handicap. The Administrative Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, national origin, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
2. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant, state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or physical or mental handicap.
3. The Administrative Consultant will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so said provisions will be binding upon each subcontractor.
4. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

### **B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **C. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall, on the grounds of race, color, national origin, sex or handicap, 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 this title.

### **D. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Administrative Consultant must 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 (including employment), be denied program benefits or be subjected to discrimination under any program or activity receiving Federal funds.

### **E. AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### **F. FAIR HOUSING AMENDMENTS ACT OF 1988**

The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.

**G. EXECUTIVE ORDER 11063**

No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

**H. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

**I. KANSAS ACT AGAINST DISCRIMINATION**

The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.

**J. COPYRIGHT RESTRICTION**

No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.

**K. INTEREST OF MEMBERS OF A County GOVERNMENT**

No members of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.

**L. INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES**

The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

**M. SECTION 503 OF THE REHABILITATION ACT OF 1973**

The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.

**N. SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990**

The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

**VIII. FEES**

The County agrees to pay the Administrative Consultant the sum of **Ten Thousand** Dollars (\$10,000) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the Kansas Department of Commerce Small Cities CDBG Program, the County will be billed incrementally for this total Agreement amount as follows:

- 25%** of the total Agreement amount upon issuance of an Environmental Clearance and a Notice of Release of Funds by the Kansas Small Cities CDBG Program.
- 25%** upon the County's approval of the first construction pay estimate.
- 25%** when project construction is 50% complete.
- 15%** upon the County's approval of the Notice of Substantial Completion and prior to close-out.

10% upon submission of the close-out packet after the close-out public hearing.

In the event that one year has passed from the date the County and Kansas Department of Commerce have a fully-executed contract, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been drawn from the above schedule. Also if at anytime during this contract period, a one year period of time should elapse again, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been again been drawn from the above schedule. This maintenance fee cannot be paid with grant proceeds.

If after grant award, the County should decide to return the grant to the State before construction begins, the County will incur a \$2,000 fee, less any administration charges already incurred.

**IX. NON-EXECUTION OF CDBG AGREEMENT**

The County and the Administrative Consultant mutually agree that, in the event that CDBG Agreement # \_\_\_\_\_ is not executed between the County and the Kansas Department of Commerce, this Agreement will be immediately terminated and that the County will not be assessed any fees for services performed by the Administrative Consultant in accordance with this Agreement prior to the date of termination.

IN WITNESS WHEREOF, the parties have signed this Agreement the day and year first written above.

**SOUTHEAST KANSAS REGIONAL PLANNING  
COMMISSION**

**CHEROKEE COUNTY, KANSAS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
County Clerk

**AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES  
FOR A 2012 KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK  
GRANT PROJECT FOR A NEW AMBULANCE for CHEROKEE COUNTY AMBULANCE DISTRICT #3  
(CDBG PROJECT NO. \_\_\_\_\_)**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Southeast Kansas Regional Planning Commission, hereinafter referred to as Administrative Consultant, and Cherokee County, Kansas, hereinafter referred to as County.

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WHEREAS, the project is being funded in part by a 2012 Kansas Small Cities Community Development Block Grant (CDBG), awarded on \_\_\_\_\_.

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**II. TERMINATION OF CONTRACT**

**A. WITHOUT CAUSE**

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**B. FOR CAUSE**

Termination for cause shall mean:

- (1.) The successful completion of the project becomes impractical for any reason; or
- (2.) A material breach in the performance of the requirements of this Agreement.

Upon the termination of this Agreement for cause, the Administrative Consultant shall be entitled to receive any funds still due and owing pursuant to Paragraph 8, subject to the following terms and conditions. If the termination for cause is a result of the Administrative Consultant's failure to appropriately perform any obligation of this Agreement, the result of which causes the County to receive a penalty or fine, or incur damages or unanticipated expenses, then the County shall have the right to retain sufficient funds to cover the fine, penalty, damages or expenses, including a reasonable attorney's fee.

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**III. CHANGES**

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- A. The Administrative Consultant complies with, and shall maintain compliance with, the Administrator Certification Requirements established by the Kansas Department of Commerce.
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- D. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. However, any claims for money by the Administrative Consultant from the County, under this Agreement, may be assigned to a bank, trust company or other financial institution without such approval. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

**V. SERVICES PROVIDED BY THE ADMINISTRATIVE CONSULTANT**

Services outlined in this Agreement are those necessary to effectively administer a Kansas Small Cities CDBG project for community improvements. The following summary of services is not intended to limit the scope of services, but is intended to illustrate the work and services to be provided by the Administrative Consultant. The services are divided into five phases, which are the Grant Award, Environmental, Preconstruction, Construction and Close-Out.

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  - a. Upon completion of the initial FORMAT II Environmental Assessment for the captioned project, and in the event that additional FORMAT II Environmental Assessment(s) shall be required, then the Administrative Consultant shall be entitled to additional compensation in the amount of \$2,500 upon completion of each additional FORMAT II Environmental Assessment.
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5. Conduct, with the County, any hearings that may be necessary.
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9. Review all contracts for compliance with CDBG regulations.
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11. Conduct the portion of the preconstruction conference that concerns CDBG regulations and funding.
12. Prepare all CDBG required notices and forms covering bids, preconstruction conference, contract awards and construction start dates.
13. Perform the duties of Labor Standards Officer.
14. Assist the County in the establishment of a CDBG project filing system.
15. Apply for and furnish Davis-Bacon wage rates for all required construction contracts.
16. Should the County perform any or all engineering/architectural services and/or construction activities with its own employees, the Administrative Consultant will advise and review the procurement of materials, equipment and employee time sheets to help insure compliance with CDBG regulations.

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2. Prepare the Estimated Cash Disbursements Report required to be submitted along with drawdown requests.
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**E. CLOSE-OUT**

1. Upon completion of the project, prepare the KDOC close-out packet to fulfill the requirements set out by KDOC.
2. Assist in the final inspection of the project.
3. Assist the County in securing a qualified auditing firm, if necessary, that satisfies CDBG regulations.

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The Administrative Consultant shall assist the County in maintaining CDBG project records, including property and financial records, adequate to identify and account for all costs pertaining to the project to assure proper accounting for all project funds, both Federal and non-Federal shares.

The Administrative Consultant shall assist the County in developing a financial management system which will comply with the U.S. Office of Management and Budget (OMB) Circular A-102 (Revised).

The County will be responsible for having the records audited by a Certified Public Accountant at the completion of the project. The expense for this audit will be a responsibility of the County. At the discretion of the County, the Administrative Consultant will assist the County in procuring auditing services and with preparing the agreement for such services.

## VII. COMPLIANCE WITH LAWS

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments. This includes, but is not limited to:

### A. EXECUTIVE ORDER 11246, AS AMENDED

During the performance of this Agreement, the Administrative Consultant agrees to comply with the following Equal Employment Opportunity provisions:

1. The Administrative Consultant will not discriminate against any employee or qualified applicant for employment because of race, creed, sex, color, national origin, or mental or physical handicap. The Administrative Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, creed, sex, color, national origin, or mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
2. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant, state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, or physical or mental handicap.
3. The Administrative Consultant will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement so said provisions will be binding upon each subcontractor.
4. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the United States Secretary of Labor.

### B. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### C. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall, on the grounds of race, color, national origin, sex or handicap, 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 this title.

### D. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Administrative Consultant must 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 (including employment), be denied program benefits or be subjected to discrimination under any program or activity receiving Federal funds.

### E. AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

### F. FAIR HOUSING AMENDMENTS ACT OF 1988

The Administrative Consultant shall comply with all provisions of the Fair Housing Amendments Act of 1988, which prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, handicap or familial status.

- G. **EXECUTIVE ORDER 11063**  
 No person shall, on the basis of race, color, religion, sex or national origin, be discriminated against in regards to housing and related facilities provided with Federal assistance or in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.
- H. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**  
 The Administrative Consultant shall, to the greatest extent feasible, provide that opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.
- I. **KANSAS ACT AGAINST DISCRIMINATION**  
 The Administrative Consultant shall comply with the provisions of Articles 10 and 11 of the K.S.A. Chapter 44, which prohibits discrimination in employment, public accommodations or housing, on the basis of race, religion, color, sex, physical handicap, national origin or ancestry.
- J. **COPYRIGHT RESTRICTION**  
 No report, maps or other documents produced in whole or in part under this Agreement shall be subject of an application for a copyright by or on the behalf of the Administrative Consultant.
- K. **INTEREST OF MEMBERS OF A County GOVERNMENT**  
 No members of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the Agreement, and the Administrative Consultant shall take appropriate steps to insure compliance.
- L. **INTEREST OF ADMINISTRATIVE CONSULTANT AND EMPLOYEES**  
 The Administrative Consultant covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Administrative Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.
- M. **SECTION 503 OF THE REHABILITATION ACT OF 1973**  
 The Administrative Consultant must comply with Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance employment of mentally and physically disabled individuals.
- N. **SECTION 912 OF THE CRANSTON-GONZALES NATIONAL AFFORDABLE HOUSING ACT OF 1990**  
 The Administrative Consultant must comply with Section 912 of the Cranston-Gonzales National Affordable Housing Act which prohibits discrimination on the basis of religious preference.

**VIII. FEES**

The County agrees to pay the Administrative Consultant the sum of Ten Thousand Dollars (\$10,000) as the total agreement amount charged for the services outlined in Section V. of this Agreement. As prescribed by the requirements of the Kansas Department of Commerce Small Cities CDBG Program, the County will be billed incrementally for this total Agreement amount as follows:

- 25% of the total Agreement amount upon issuance of an Environmental Clearance and a Notice of Release of Funds by the Kansas Small Cities CDBG Program.
- 25% upon the County's approval of the first construction pay estimate.
- 25% when project construction is 50% complete.
- 15% upon the County's approval of the Notice of Substantial Completion and prior to close-out.

10% upon submission of the close-out packet after the close-out public hearing.

In the event that one year has passed from the date the County and Kansas Department of Commerce have a fully-executed contract, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been drawn from the above schedule. Also if at anytime during this contract period, a one year period of time should elapse again, the Administrative Consultant will be entitled to additional compensation in the amount of \$500.00 if no funds have been again been drawn from the above schedule. This maintenance fee cannot be paid with grant proceeds.

If after grant award, the County should decide to return the grant to the State before construction begins, the County will incur a \$2,000 fee, less any administration charges already incurred.

**IX. NON-EXECUTION OF CDBG AGREEMENT**

The County and the Administrative Consultant mutually agree that, in the event that CDBG Agreement # \_\_\_\_\_ is not executed between the County and the Kansas Department of Commerce, this Agreement will be immediately terminated and that the County will not be assessed any fees for services performed by the Administrative Consultant in accordance with this Agreement prior to the date of termination.

**IN WITNESS WHEREOF**, the parties have signed this Agreement the day and year first written above.

**SOUTHEAST KANSAS REGIONAL PLANNING  
COMMISSION**

**CHEROKEE COUNTY, KANSAS**

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Chairman

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Secretary/Treasurer

\_\_\_\_\_  
County Clerk