CONTRACT AGREEMENT

between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT

and

HUMANKIND MINISTRIES WICHITA, INC.

For

Homeless Assistance- Emergency Winter Shelter

Funded through the
Emergency Solutions Grant (ESG) Program

Amount of federal funds obligated for Homeless Assistance: $60,000
Total amount of federal funds obligated to this subrecipient: $60,000
Total amount of the federal award committed to this subrecipient by the pass-through entity: $60,000

Sally Stang, Director
Housing and Community Services Department
455 N. Main, 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3795
Fax (316) 337-9103
PART A
AGREEMENT

THIS CONTRACT (hereinafter the “Agreement”) entered into this 14th day April 2020, and dated to be effective April 1, 2020, by and between the City of Wichita, Kansas (hereinafter the “City”) and HumanKind Ministries Wichita, Inc. (hereinafter the “Subrecipient”), located at 829 N. Market, Wichita, KS 67214.

WITNESSETH THAT:

WHEREAS, the City of Wichita has entered into a funding Agreement with the United States of America for the Department of Housing and Urban Development (hereinafter referred to as HUD) for the execution of projects and activities under Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) under the Emergency Solutions Grant Program (ESG) hereinafter referred to as ESG; and

WHEREAS, the City has entered into a contract with the United States of America for the implementation of a program of local assistance for the City of Wichita pursuant to HUD for an ESG program; and

WHEREAS, the Department of Housing and Community Services is authorized to act on behalf of the City in implementing this grant Agreement; and

WHEREAS, the cooperation of the City and the Subrecipient is essential for the successful implementation of an emergency shelter project under the ESG program; and

WHEREAS, on April 14, 2020, the Wichita City Council obligated funds in the amount of $60,000 in ESG funding for homeless assistance activities and authorized necessary signatures; and

NOW, THEREFORE, the parties hereto do mutually agree that this Agreement is entered into predicated upon the following terms and/or conditions, all and every one of which the parties hereto agree to observe and perform:
DEFINITION OF HOMELESS

For the purpose of this contract, persons eligible to receive homeless assistance must meet the following criteria for the category of literally homeless an individual or family who lacks a fixed, regular and adequate nighttime residence as per the specific terms defined at 24 CFR Part 91.5.)

1. SCOPE OF SERVICES

1. **Scope of Services**: HumanKind Ministries will operate a homeless shelter activity which includes two shelter facilities to offer services to 90 adult homeless individuals, 24 hours per day, seven days per week, which meets the expectations of the ESG funding source. The Subrecipient will provide related case management services. Funding will pay for staff salaries, approved contract labor, utilities and supplies. Project effectiveness will be demonstrated by specified outcome measurements.

The Subrecipient, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the City and as outlined per PART B.

2. **Revision of Scope**: The performance criteria and objectives may be modified, revised or amended upon the joint written consent of the parties. The City may revise the approved objectives, accomplishments, and budget items in PART B when necessary. The Subrecipient may request a budget revision at any time throughout the duration of this Agreement. However, prior to any purchases under the new budget, the City must approve the revision in writing. Approval may be in the form of a letter, a fax, or an email.

2. COMMENCEMENT AND COMPLETION

1. **Time of Performance**: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending April 30, 2020. All expenditures associated with implementation of this activity must be submitted for reimbursement by June 15, 2020.

2. **Close-out Period**: The Subrecipient has 45 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by May 15, 2020. All expenditures associated with close-out of this activity must be submitted for reimbursement by June 15, 2020.

3. **Contract Completion Date**: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on June 15, 2020.

3. COMPENSATION AND USE OF FUNDS

**Regulation for Use of Funds**: The use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974 (as amended), 24 C.F.R. Part 576 and 2 C.F.R. Part 200, as applicable, other regulations governing the use of Contract funds, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement; and the McKinney Vento Homeless Assistance Act As Amended by S896 HEARTH Act of 2009. **It is the Subrecipient’s responsibility to read, understand, and comply with these regulations.**
1. **Uniform Grant Administrative Requirements and Cost Principles:** During the administration of this contract, the Subrecipient shall comply with, and adhere to:
   a. 2 C.F.R. Part 200, Subparts A through D; and
   b. 2 C.F.R. Part 200 Subpart E.

2. **Total Payments:** Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed $60,000 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of the termination date of this Agreement may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.

3. **Reimbursement Requests:** This is a cost-reimbursement Agreement. Disbursement of funds under this Agreement may be requested only for necessary, reasonable, and allowable costs described in PART B, and for which the Subrecipient has made payment during the period of performance set forth in Section 2.1 above. The City agrees to reimburse the Subrecipient for such costs, and payment shall be made upon receipt of a request for reimbursement form (PART C) accompanied by a monthly accomplishment report from the Subrecipient specifying the services performed and expenses incurred. The subrecipient is required to retain the following documentation: 1) case file data which confirms eligibility of the clients on whose behalf payments have been made; and 2) documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.). Supporting documentation must be accompanied by an agency payment voucher providing this information and a copy of the signed check with which the payment was made. Requests for reimbursement may be submitted on a weekly basis. The final reimbursement request must be received by June 15, 2020.

4. **Double Reimbursement:** The Subrecipient shall not claim reimbursement from the City under this Agreement for any portion of its obligations that has been paid by another source of revenue.

5. **Restriction on Disbursements:** No entitlement funds shall be disbursed to a Subrecipient or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract. Disbursements may be suspended or terminated under this contract upon refusal to accept any additional conditions that may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.

6. **Withholding Payments:** All payments to the Subrecipient are subject to the Subrecipient’s compliance with this Agreement. A breach of the Agreement is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.

7. **Closeout Reimbursement:** Closeout billings are to be submitted by June 15, 2020, as set forth in Section 2.2, above. If not submitted, the unexpended funds shall revert to the City of Wichita.

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**4. USE AND DISPOSITION OF PROPERTY**

1. **Disposition of Expendable/Non-Expendable Personal Property:** This contract does not provide for the purchase of property for the Subrecipient’s use in administering the program.

2. **Disposition of Real Property:** See 4.1 above.
5. ASSIGNMENTS

1. **Assignability:** Neither the City nor the Subrecipient shall assign, sublet, or transfer their interest in this Agreement without the prior written consent of the other.

2. **Subcontracting/Third Party Contracts:** The Subrecipient agrees to furnish the City with a copy of any and all third party contracts that it executes in the performance of the work to be undertaken within the scope of this Agreement.

The Subrecipient agrees to incorporate or cause to be incorporated in all third party contracts or subcontracts funded under the ESG program provisions requiring all applicable Federal, State, and local laws, rules, and regulations to be adhered to in accordance with all parts of this Agreement. Specifically, the Subrecipient agrees to require and monitor compliance by all contractors, subcontractors, and other third parties. Any third party contract that is not in accordance with the outlined budget in this Agreement shall be subject to the advance, written approval of the City. Furthermore, the City shall not be obligated or liable hereunder to any party other than the Subrecipient.

6. AUDITS AND INSPECTIONS

1. **Audits and Inspections:** The Subrecipient must establish an adequate accounting system on a current basis in accordance with generally accepted accounting principles and standards and in accordance with any specific requirements of the Controller of the City of Wichita. Subrecipient personnel will make available to City staff and any other auditor authorized by the City, all accounting records needed to conduct an evaluation of the accounting system and accounting records needed to meet the requirements of 2 C.F.R. 200.300 through 200.309, and Subpart F. If any portion of the funds approved by this contract is subcontracted to other organizations for the delivery of objectives and criteria, the Subrecipient will ensure that the fiscal and accomplishment records of the subcontractor will be available for inspection by City of Wichita or duly authorized auditors. In order to ensure this, the Subrecipient will include an appropriate clause in all of its subcontracts.

The Subrecipient shall comply as applicable with the provisions of 2 C.F.R. Part 200 Subpart F. A single or program-specific audit is required if $750,000 or more in Federal awards are expended during the fiscal year.

Any Subrecipient receiving less than $750,000 in Federal funding shall not be required by the City to undergo an annual independent audit of the ESG expenditures under this Agreement. Furthermore, no expenditures with respect to any such audit undertaken by the Subrecipient of its own initiative shall be chargeable to the funds under this Agreement. All audit reports are due on or before one year after the close of the program year. Before the due date, the Subrecipient should submit to the City (a) an audit report or (b) a letter giving the reason for non-compliance with the due date and requesting an extension of time with a specific date the report will be submitted. In the event of the latter, the City will respond in writing to the Subrecipient to approve or disapprove the request.

7. SUBRECIPIENT RESPONSIBILITIES

1. **Compliance with Laws:** All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments. Further, the Subrecipient agrees to perform services pursuant to the provisions of this contract and Federal and City regulations, rules and policies and special assurances included therein.
2. **Non-Municipal Personnel and Services:** All services required herein will be performed by the Subrecipient under the direction of its Board of Directors or other governing body. Any services, which the Subrecipient deems necessary to assign to a subcontractor, must first have written approval from the City unless otherwise specified in Part B.

8. **Documentation and Record Keeping**

1. **Establishment and Maintenance of Records:** The Subrecipient shall establish and maintain records as prescribed by the U.S. Department of Housing and Urban Development, hereinafter referred to as HUD, and/or the City, with respect to all matters covered by this contract. Such records shall include but are not limited to:
   a. Records providing a full description of each activity undertaken;
   b. Records required to determine the eligibility of activities;
   c. Records documenting that the Subrecipient has procedures in place to convey the availability of facilities and services to all on a nondiscriminatory basis.
   d. Financial records that document all transactions and that can be properly documented and audited, as required by 24 C.F.R. Part 576, and 2 C.F.R. Part 200, Subparts A through D;
   e. Other records necessary to document compliance with Subpart E of 24 C.F.R. 576;
   f. Copies of all bid documents, bids received, RFPs, RFQs, and any other procurement documents related to the services funded under this Agreement;
   g. Copies of all third party or subcontracts related to services funded under this Agreement; and
   h. Detailed records on Subrecipient’s organization, financial and administrative systems, and the specific ESG-funded project(s) or activities.

Please note that the above descriptions are brief and provide only a summary of the records the Subrecipient is required to maintain. The Subrecipient must consult 24 C.F.R. 576 for a detailed description of the required records.

**Record Requirements:** Section 416(f) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. § 11375(f)) generally requires that recipients of funding under the Emergency Solutions Grant program maintain records in the Homeless Management Information System (HMIS). All program participant data must be entered in full compliance with HMIS data management standards established by the local program administrator. However, 42 U.S.C. § 11363 provides that “in the course of awarding grants or implementing programs under this subchapter, the Secretary shall instruct any victim service provider that is a recipient or subgrantee not to disclose for purposes of the Homeless Management Information System any personally identifying information about any client.” Further, 42 U.S.C. 11375(c)(5) provides each recipient will develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under this part and that the address or location of any family violence shelter project assisted under this part will, except with written authorization of the person or persons responsible for the operation of such shelter, not be made public.

(A) In accordance with 24 C.F.R. Part 580.25(d) “Victim service providers shall not directly enter or contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege. Victim service providers and legal service providers that are recipients of funds that require participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”
2. **Retention**: In accordance with 24 C.F.R. 91.105(h), The Subrecipient must retain all records of all project expenses, activities, correspondence, records pertinent to any and all expenditures incurred under this Agreement, and any other information as requested by the City or by HUD for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report to the City of Wichita. The Subrecipient will ensure confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5). If any litigation, claim, negotiation, or other action involving the records has been started before the expiration of the five year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the five year period, whichever is later. All files and records will be made available during normal business hours and other reasonable times for review by the City or by HUD.

3. **Documentation of Costs**: All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

4. **Inventory Management**: The Subrecipient must submit an annual statement identifying the status of all equipment and non-real property items purchased with ESG funds by the contract termination date. The status report should inventory all equipment and non-real properties purchased with ESG funds and state the condition of the equipment and its location.

5. **Access to Records**: The Subrecipient agrees that the City, HUD, or any authorized representative has access to and the right to examine all records, books, papers, or documents related to the project. The City reserves the right, on demand and without notice, to review all of the Subrecipient’s files associated with this Agreement where payments are based on a record of time, salaries, materials, or actual expenses. The same right to review will be imposed upon any third party or subcontractor of the Subrecipient; therefore, it is the Subrecipient’s responsibility to ensure that any contract entered into with a third party or subcontractor contains all necessary clauses and language required by the City and/or HUD to ensure compliance with this Agreement and with all local, state, and Federal regulations.

9. **PROJECT EVALUATION**

1. **Performance Measures**: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in PART B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However in no instance may accomplishment data reflect activity occurring after April 30, 2020. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in PART B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.
2. **Reporting:** The Subrecipient shall be required to submit an accomplishment report (which may include HMIS reports with all required data elements for each client served during the month) as specified in PART B no later than May 15, 2020, unless otherwise specified, as well as other information and data required by the City to respond to current HUD regulations and for the preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and/or the Integrated Disbursement Information System (IDIS) project set-up and completion activities. Accomplishment and financial reports must be received before the City can honor requests for funds. As stated in Section 11.2, sanctions may be imposed upon the Subrecipient for failure to satisfy report due dates.

Subrecipient must submit an ESG Consolidated Annual Performance Report (CAPER). The subrecipient must upload its CAPER directly into SAGE, the HMIS Reporting Repository. The CAPER will serve as the monthly accomplishment report that must be submitted to the City of Wichita on May 15, 2020.

3. **Accomplishment Reports must include:**
   a. A description of all project activities that have taken place during the reporting period;
   b. A description of how objectives specified for achievement by that date have been met, OR a description of obstacles that have prevented those objectives from being met, how those obstacles are being addressed, and a new anticipated date of completion for those objectives;
   c. A description and dollar amount of funds spent to date, and how much of those funds have already been reimbursed (Cost Control Statement to be provided by the City);
   d. A description and dollar amount equivalent of matching funds (including in-kind) expended to date;
   e. Other supportive information or documentation, as applicable; and
   f. Any other reports or documentation as requested by the City or HUD.

4. **Client Data:** The Subrecipient agrees to maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, each household member’s name, address, ethnicity, race, gender, age, head of household, income level, disability, homeless status, or other basis for determining eligibility, and a description of the service provided. Documentation of homeless status must be documented by written observation of outreach worker; or written referral by another housing or service provider; or certification by the individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter. For victim service providers, an oral statement by the individual or head of household seeking assistance which states that they are fleeing; they have no subsequent residence; and they lack resources. This statement must be documented by self-certification or a certification by the intake worker. Confidentiality of records pertaining to the provision of family violence prevention or treatment services with assistance under this program as set forth in 42 U.S.C. 11375 (c) (5), must be maintained. All data will be entered into HMIS.

5. **Final Accomplishment Reports:** The final accomplishment report will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3 above, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due **May 15, 2020** or the date of final reimbursement, whichever is sooner.
10. PROGRAM MONITORING

1. General: City staff will evaluate progress based on the objectives, criteria, work schedule and budget in PART B, to determine if it is consistent with the initial purpose of the project, the City’s strategies, comprehensive and neighborhood plans, and if it has a positive impact on the City and its neighborhoods. All data necessary to review and monitor project progress as determined by the City will be made available to City personnel. This includes, but is not limited to, accomplishment records and interviews with the Subrecipient staff and project participants, as required by the City. City personnel will also make field inspections at the office/job site(s) if:
   a. The Subrecipient fails to take recommended corrective action on two consecutive desk audits;
   b. Projects are at high risk of error for activities that serve large number of people;
   c. Projects are at high risk based on the amount of funds involved.

2. Financial Monitoring: City staff shall monitor, review, and evaluate the financial procedures of the Subrecipient through documents submitted to the City and on-site monitoring. The Subrecipient shall provide and make available to the City such reports and records that will be necessary for a proper financial evaluation. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement.

3. Programmatic Monitoring: City staff shall monitor, review, and evaluate the Subrecipient. Fiscal reports will be reviewed and evaluated in terms of the total budget and accomplishments in relationship to expenditures. With reasonable notice being given to the Subrecipient, the City may schedule at least one on-site visit and other visits that may be needed during the course of this Agreement. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, data, and information as may be necessary.

   The Subrecipient shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

4. Monitoring Letters and Reports: Written reports of the City’s monitoring findings will be provided to the Subrecipient within 30 days of an official monitoring visit. Such reports will note outstanding performance as well as findings or concerns and recommendations for improvement.

5. Subrecipient Response: The Subrecipient shall have 30 days from the receipt of a financial or programmatic monitoring visit letter to address any findings or concerns.

11. TERMINATION, SANCTIONS AND CLOSEOUTS

1. Termination: In the event that the Subrecipient fails to comply with any term of this Agreement, the City may suspend or terminate this Agreement, in whole or in part, or take other remedial action in accordance with 2 C.F.R. 200.338 through 200.342. The City or the Subrecipient may also terminate this Agreement for convenience and the Subrecipient may terminate this Agreement for convenience. Should the City or the Subrecipient terminate this Agreement for convenience, the
City shall reimburse the Subrecipient for eligible costs incurred under the terms of this agreement, through the date of termination.

Furthermore, funding to be made available by the City under this Agreement has been approved by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the City, this Agreement may be terminated in whole or in part.

In the event of termination of this Agreement by the City due to Subrecipient noncompliance as set forth above, the Subrecipient shall forfeit all unexpended monies provided under the Agreement. At the City’s discretion, the Subrecipient may also be required to refund all funds awarded during the period of this Agreement that have already been spent by the Subrecipient and reimbursed by the City.

Should the City desire to terminate this Agreement for noncompliance, it shall first give written notice of the reason for proposed termination. The notice shall set forth the following:

a. Reasonable description of the default/reason for termination;
b. Demand for a cure; and
c. Statement of reasonable time within which a cure must be effected. Such reasonable time will be presumed to be not less than five, nor more than fifteen, business days. Such times shall be measured from the actual receipt of said notice.

If the Subrecipient cures the default within the reasonable period of time set forth in the notice, or as otherwise agreed between the parties, the City shall not terminate the Agreement and the written notice of proposed termination shall be deemed revoked, null and void.

2. Imposition of Sanctions: The City reserves the right to impose sanctions on the Subrecipient for the violation of any terms of this Agreement, failure to comply with any terms of this Agreement, or failure to undertake the project in a timely manner. Sanctions may include, but are not necessarily limited to, suspension of grant operations until corrective measures are implemented, withholding any and all project funds, termination of the Agreement, requiring the Non-profit Subrecipient to return funds already received, or barring the Non-profit Subrecipient from future funding. No sanction may be imposed pursuant to this paragraph unless the (1) City provides the Non-profit Subrecipient written notice of the alleged violation of a term of this Agreement or alleged failure to comply with any term of this Agreement which (a) provides a reasonable description of the alleged default or reason for proposed imposition of sanction; (b) demands a cure; and (c) provides a reasonable period of time within which a cure must be affected which is not less than five, nor more than fifteen, business days measured from the actual receipt of said notice; and (2) the Non-profit Subrecipient fails to cure the alleged default within the reasonable period of time provided for in the notice or as otherwise agreed between the parties.

3. Closeout: The Subrecipient’s obligation to the City shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the City, disposing of project assets (including the return of all equipment, and receivable accounts to the City), and determining the custodianship of records. Grant closeout is not considered final until the City is fully satisfied that project objectives have been met, at which point the City will issue a close-out/grant finalization letter to the Subrecipient.
4. **Property of the City:** Any data or material furnished by the City to the Subrecipient shall remain the property of the City, and when said data or material is no longer needed by the Subrecipient for the performance of this Agreement, it shall be returned to the City.

12. **Taxes**

1. **Payment of Taxes:** The City shall not be liable for the payment of any taxes levied by the City, State, or Federal Governments against the Subrecipient, and all such taxes shall be paid by Subrecipient; however, should the City nevertheless pay any such taxes, the Subrecipient shall immediately reimburse the City.

13. **Laws, Regulations and Special Conditions**

The information in this Article is included for the convenience of the Subrecipient and to inform the Subrecipient of the diverse statutory and regulatory requirements to which the acceptance of funds makes it subject. *For the actual regulatory or statutory requirements, the Subrecipient should consult the actual laws, regulations, and documents referenced in this Article.* In addition to the other requirements set forth herein, the Subrecipient shall likewise comply with the applicable provisions of 24 C.F.R. 576, in accordance with the type of project assisted. All of the referenced regulations are available online, and upon request, the City may provide these materials to the Subrecipient.

1. **Environmental Review:** In accordance with 24 C.F.R. 576.57, the activities under this Agreement are subject to environmental review requirements. Such requirements may include, but are not necessarily limited to, activities related to historic districts and/or properties, floodplain management and wetland protection, noise, wild and scenic rivers, air quality, farmlands protection, environmental justice, airports, site contamination, and hazardous facilities. There shall not be any costs incurred or funds obligated until such time as an Environmental Review (ER) is completed for each project (generally one per project). The ER shall be completed by the City. The Subrecipient also agrees to comply with the following regulations insofar as they apply to the use of ESG funds:

   a. Clean Air Act, 42 U.S.C., 1857, et seq.;
   b. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued there under;
   c. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. 50, as amended;
   d. National Environmental Policy Act of 1969; and
   e. HUD Environmental Review Procedures (24 C.F.R. 58).

Subrecipient should note that completion of the ER is the City’s responsibility. Nothing in this section or in any other part of this Agreement should be construed as relieving the City of this responsibility or placing this responsibility on the Subrecipient.

2. **Property Standards and Lead-Based Paint:** All housing assisted shall meet the Statewide Building Code, the International Building Code, and the lead-based paint requirements in 24 C.F.R. 576.57 In accordance with regulations, the Subrecipient shall adhere to lead-based paint notification and abatement practices, as applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.

3. **Section 104 (d) - Relocation and Replacement Requirements:** In accordance with 24 C.F.R. 576.59, the Subrecipient shall take all reasonable steps to minimize displacement as a result of the activities
funded under this Agreement. Any persons displaced as a result of the activities funded under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.

If the Subrecipient conducts any acquisition, rehabilitation, or demolition of real property, and any negotiations for acquisition, rehabilitation, or demolition of real property with Federal funds, it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 C.F.R. 24 and 24 C.F.R. 570.606. The Subrecipient shall provide all notices, advisory assistance, relocation benefits, and replacement dwelling units as required by said regulations and documents. The Subrecipient hereby agrees to defend, to pay, and to indemnify the City from and against any and all claims and liabilities for relocation benefits or the provision of replacement dwelling units required by Federal statutes and regulations in connection with projects undertaken pursuant to this Agreement.

4. **Discrimination Prohibited:** No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract shall 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 the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Subrecipient receiving funds pursuant to this contract.

The Subrecipient further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements" as provided in Attachment A.

5. **Nepotism:** No person shall be employed or contracted with if a member of his or her immediate family is on the Board of Directors of the Subrecipient or is employed in an administrative capacity by the Subrecipient. For the purposes of this section, “immediate family” includes: wife, husband, daughter, son, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild; “administrative capacity” includes those who have selection, hiring, supervisory or operational responsibility for the program.

6. **Conflict of Interest:** The Subrecipient hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, In accordance with 24 C.F.R. 576.57, no member, officer, or employee of the Subrecipient who exercises any functions or responsibility with respect to the program during his or her tenure, or for one year thereafter, shall have any financial interest or benefit, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this Agreement.

7. **Lobbying Prohibited:** None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas. The Subrecipient shall assure compliance with the regulations at 2 C.F.R. 200.450 by submitting, and requiring all applicable subcontractors to submit, a certification of compliance with this provision.
The Subrecipient certifies to the best of its knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

8. **Faith-Based Activities:** Subrecipient agrees to follow the regulations of 24 C.F.R. 576.23-Faith-Based activities.

   a. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Emergency Solutions Grants program. Neither the Federal government nor a State or local government receiving funds under Emergency Solutions Grants programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

   b. Organizations that are directly funded under the Emergency Solutions Grants program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

   c. A religious organization that participates in the Emergency Solutions Grants program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Emergency Solutions Grants funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Emergency Solutions Grants-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, an Emergency Solutions Grants-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

   d. An organization that participates in the Emergency Solutions Grants program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

   e. Emergency Solutions Grants may not be used for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. Emergency Solutions grants may be used for the rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and
inherently religious activities, Emergency Solutions Grants may not exceed the cost of those portions of the rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Emergency Solutions Grants in this part. Sanctuaries, chapels, or other rooms that an Emergency Solutions Grants-funded religious congregation uses as its principal place of worship, however, are ineligible for Emergency Solutions Grants-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 2 C.F.R. 200.311).

f. If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

14. MISCELLANEOUS CLAUSES AND NOTICES

1. Findings Confidential: Except as provided by law, all reports, information, data, and documentation prepared or assessed by the City or the Subrecipient under this Agreement are confidential. The Subrecipient agrees that the reports shall not be made available to any individual or organization without the prior written approval of the City.

2. Dissemination of Information: The Subrecipient, at such times and in such forms as HUD and/or the City may require, shall furnish to HUD and/or the City, such statements, records, reports, data and information as HUD and/or the City may request pertaining to matters covered by this contract. All reports, information, data and other related materials, prepared or assembled by the Subrecipient under this contract, are confidential and shall not be made available to anyone other than an appropriate agency of the United States government without the prior written approval of the City or as set forth in K.S.A. 45-201 et. seq.

3. Identification of Documents and Projects: All projects, reports, maps, news releases and/or other documents undertaken as part of this contract, other than documents exclusively for internal use with City staff, shall contain the following posted information at the project site or the front cover or title page of any reports or documents, or in the case of maps, in an appropriate block: “City of Wichita”, then name of the Subrecipient, and, in the case of written material, the month and year of preparation and the following information regarding Federal assistance: “The (preparation/funding) of this project, report, map, document, etc., was financed (in whole or in part) through a grant from the U.S. Department of Housing and Urban Development and the City of Wichita under the provision of Title IV of the Stewart B. McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378).”

4. Training Required: It shall be the responsibility of the Subrecipient to participate in all appropriate training conducted by the department of Housing and Community Services or approved by the City of Wichita. The City shall provide timely notice of all training.

5. Copyrights: If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to HUD regulations. HUD and the City reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.
6. **Patents:** Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to HUD and the City for determination by HUD and the City as to whether patent protection on such invention or patent discovery shall be sought and how the rights in the invention or discovery, including rights under the patent issued thereon, shall be disposed of and administered, in order to protect the public interest. All such determinations are subject to HUD regulations.

7. **Anti-Trust Litigation:** For good cause, and as consideration for executing this contract, the Subrecipient, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Subrecipient pursuant to this contract.

**15. APPENDICES**

All attachments referenced in this Agreement, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

Attachment A – Revised Non-Discrimination and Equal Employment Opportunity Statement for Contracts or Agreements
Part A – Agreement
Part B – Performance Criteria/Objectives
Part C – Budget Detail
16. AUTHORIZATION TO ENTER INTO CONTRACT

The undersigned person signing as an officer on behalf of the Subrecipient, a party to this Agreement, hereby severally warrants and represents that said person has authority to enter into this Agreement on behalf of said Subrecipient and to bind the Subrecipient to this Agreement, and further that said Subrecipient has authority to enter into this Agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this Agreement.

SUBRECIPIENT

________________________________________  Date
LaTasha St. Arnault,                      Executive Director
HumanKind Ministries Wichita, Inc.

CITY OF WICHITA

________________________________________  Date
Brandon J. Whipple,                     Mayor

ATTEST:

________________________________________  Date
Karen Sublett,                           City Clerk

APPROVED AS TO FORM:

________________________________________  Date
Jennifer Magana,                         City Attorney and Director of Law
REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:
   1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
   2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
   3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
   4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
   5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
   1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Nondiscrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, sub-purchase order or sub-agreement so that such provisions will be binding upon each subcontractor, sub-vendor or sub-supplier;

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
PART B
PERFORMANCE CRITERIA AND OBJECTIVES

SUPRECIPIENT: HUMANKIND MINISTRIES WICHITA, INC.  DUNS #: 113265607
CFDA #: 14.231  CFDA NAME: EMERGENCY SOLUTIONS GRANT PROGRAM

SUBRECIPIENT INFORMATION

NAME: HumanKind Ministries Wichita, Inc.

EXECUTIVE DIRECTOR: LaTasha St. Arnault, Executive Director

CONTACT PERSON(S): LaTasha St. Arnault
ADDRESS (NOT PO BOX): 829 N. Market, Wichita KS
ZIP + 4: 67214-3519
PHONE: (316) 264-9303

EMAIL: N/A

PERFORMANCE PERIOD: April 1, 2020 through April 30, 2020

CONTRACT PERIOD: April 1, 2020 through June 15, 2020

FUNDING SOURCE(S): [ ] ESG

PROJECT ELIGIBILITY: According to 24 CFR Part 576.103 this project qualifies for Emergency Solutions Grant funds to be used for:

[ ] Homeless Assistance

The Subrecipient agrees:
1. It is the principal administrative and coordinating agency for this project, contracting and/or subcontracting outside services, as may be necessary, subject to compliance with all applicable local, state and federal laws; and

2. It is the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of the contact entered into; and

3. It will maintain, during the term of this Agreement, a filing with the Secretary of the State of Kansas as a not for profit corporation, or shall be designated a 501 (c)(3) tax-exempt organization by the Internal Revenue Service. Evidence of such status will be provided to the City upon request.

Project Description: HumanKind Ministries Wichita, Inc. will offer shelter services and related case management services to 90 individuals deemed to be homeless, 24 hours per day, seven days per week, within two facilities. Shower and laundry services shall be provided, as well as meals. Health services to be provided through local clinics, and an isolation area, approximately four beds, will be provided.
Project Content: The Subrecipient shall complete the following objective(s) in a manner acceptable to the City, in accordance with the schedule, budget and conditions detailed herein. The City reserves the right to revise or otherwise alter established objective(s) and criteria during the program year in an effort to allow for meaningful project measurement and evaluation which will directly impact future funding recommendations.

Goal: The ESG program provides funding to help operate an emergency shelter program for 90 homeless individuals.

Objectives: Improve quality of daily living conditions during periods of homelessness, enhance day to day living by improving nutrition and hygiene, provide low barrier access to on-site partner services to improve health and reduce barriers to self-sufficiency

Annual Outcome Measurements:
- Total number of program participants: 90 anticipated
- At least 25% of adults served resided in a place not meant for habitation just prior (i.e. the night before) to entry
- At least 25% of participants will have a mental health condition at program entry

Project Administration: The Subrecipient executive director will supervise operations and administration on a day-to-day basis.

Procurement Methods: The Subrecipient shall use its own procurement practices which comply with applicable state and local laws, rules and regulations so long as those practices do not unduly limit bidding competition. Additionally, procurement made with federal grant funds shall adhere to the standards set forth in 2 C.F.R. Part 200, Subparts A through D, including:

1. Maintaining a code or standard of conduct governing the performance of the Subrecipient’s officers, employees or agents engaged in awarding and administering contracts supported with Federal funds.

2. Advertising of procurement transactions as appropriate without regard to a dollar value in a manner allowing maximum free and open competition. No sole source procurement (obtaining only one bid) is permitted without prior approval for all purchases except small purchase procedures defined in 2 C.F.R. Part 200, Subparts A through D.

3. Invitations for bids shall be based on specifications developed by the Subrecipient. Said specifications shall be detailed to the extent necessary to solicit comparable bids without unduly limiting competitive bidding.

4. Bids will be awarded on the basis of the lowest and best bid, price and other factors considered.

5. The Subrecipient agrees to purchase services, goods and materials on an “as needed basis” and at the “lowest price obtainable”.

6. The Subrecipient will maintain procurement files outlining procurement efforts for each bid, including names and addresses of bidders solicited, information pertaining to advertising, and solicitation of Small and Emerging Business Enterprise participation. Information will be
maintained of bid tabulations, justification of bid award, letters of notification to bidders regarding
bid award, and any other pertinent information.

**Funding:** It is mutually agreed by and between the City and the Subrecipient that the City will pass
through to the Subrecipient no more than $60,000 for reimbursement of eligible and necessary expenses,
and the Subrecipient will provide emergency day shelter services for homeless men and women. Said
funds will be used as set forth in the sections entitled Budget and Method of Payment. Any cost in
excess of $60,000 is the responsibility of the Subrecipient.

**Indirect Cost Rate:** If the Subrecipient chooses to charge Indirect under this grant, the Subrecipient shall
provide their indirect cost rate that has been negotiated between their entity and the Federal
Government. If the subrecipient has never received a negotiated indirect cost rate a de minimis indirect
cost rate of 7.5% of modified total direct costs (MTDC) may be used.

“Modified Total Direct Costs (MTDC) shall mean all direct salaries and wages, applicable fringe
benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward (regardless
of the period of performance of the subawards under the award). MTDC excludes equipment, capital
expenditures, and rental costs.

The indirect cost rate charged under this agreement is: **N/A**. In accord with 24 C.F.R. 570.200(g), no
more than 7.5% of the sum of any award shall be expended for planning and administrative costs.

**Method of Payment:** The Subrecipient agrees that payments under this contract shall be made according
to established budgeting, purchasing and accounting procedures of the City of Wichita, and ESG
program.

1. The City and the Subrecipient also agree that the categories of expenditures and amounts are
estimates and may vary during the course of the contract. Changes greater than $25,000, other than
those within the scope of this agreement must be approved by the City Council.

2. The Subrecipient will ensure all costs are eligible according to the approved budget. The original
documentation supporting any expenditure made under this Agreement will be retained in the
Subrecipient’s files for five (5) years after the final audit of expenditures made under this contract.

**Accomplishment Reports, Financial and Client Files:** The Subrecipient shall establish and maintain
accounting and project records specifically for the use of ESG funds. Original documentation
supporting all reimbursed expenditures and other project records will be retained by the Subrecipient for
five (5) years after the final audit of expenditures made under this contract.

1. The Subrecipient shall maintain records of persons served by race, ethnicity, gender, marital status,
age, subpopulation, residential and non-residential, and type of assistance provided. All required
data elements shall be entered into the HMIS system. Such records are subject to review by the City
to ensure the accuracy and validity of information reported in monthly accomplishment reports. In
accordance with 24 C.F.R. Part 580.25(d) “Victim service providers shall not directly enter or
contribute data into an HMIS if they are legally prohibited from participating in HMIS. Legal
service providers may choose not to use HMIS if it is necessary to protect attorney-client privilege.
Victim service providers and legal service providers that are recipients of funds that require
participation in HMIS that do not directly enter or contribute data to an HMIS must use a comparable database instead.”

2. Monthly accomplishment reports must be submitted by the 15th of the month. Narrative reports may also be provided noting services provided and progress toward meeting the performance standards contained herein.

3. Records shall be maintained documenting receipts and/or volunteer hours for and expenditure of matching funds. Regulations require that the Subrecipient provide a dollar for dollar match to the grant award under the ESG programs. Therefore a minimum match of $60,000 must be documented.

4. Requests for reimbursement may be submitted on a weekly basis, provided expenses have been incurred.

Project Evaluation: The City shall evaluate this project based on the objective(s) stated in the Part B. Failure by the Subrecipient to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Subrecipient on a pro rata basis with level of service. Subrecipient records are subject to review by the City to ensure the accuracy and validity of information reported in quarterly accomplishment reports.
### BUDGET

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<tr>
<td>Delegate Agencies Misc. Commodities</td>
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**TOTAL** $60,000.00