



This agreement is made this _____ day of _____, 2023, by and between Northwest Kansas Economic Innovation Center, Inc., a Kansas nonprofit corporation located at 212 S. Kansas Avenue, Norton, Kansas 67654 (herein referred to as “*NWKEICI*”) and _____ a Kansas _____ with a mailing address of _____ (herein referred to as “*Community*”). *NWKEICI* and *Community* do hereby agree as follows:

WHEREAS: *NWKEICI* has acquired certain funding to assist communities with their hiring of technical assistance professionals to further the development of Housing Assessment Tools (HAT), applications for housing project funding, and the development of Rural Housing Incentive Districts (RHID);

WHEREAS: communities located in the 26 county service area of *NWKEICI* need technical assistance to develop additional housing to address the severe shortage of housing in those communities; and

WHEREAS: *NWKEICI* desires to support the communities that are in need of technical assistance so that those communities can address their respective housing shortages utilizing available funding resources.

NOW THEREFORE, BE IT RESOLVED:

- 1) *Community* has received approval to apply for this technical assistance funding from its governing board or authority in the amount of \$ _____ for technical assistance to help *Community* _____.
- 2) *Community* will provide funds for a match requirement in the amount of \$ _____ via cash or in-kind service.
- 3) *Community* has formally requested this technical assistance funding from *NWKEICI* through written email.
- 4) *Community* agrees that the funds will be used solely for the purposes stated in this agreement. If any technical assistance funds are not expended as prescribed in this agreement, *Community* will return the misspent and unspent funds within 30 days of *NWKEICI* providing a written notice of non-compliance. Said notice shall be considered to be provided by *NWKEICI* on the date that the notice is mailed to *Community* at its address specified above.

- 5) One half of the grant amount will be paid upon execution of this agreement by both parties. The final one half of the grant amount will be paid upon acceptance of the **Community's** Housing Assessment Tool (HAT) or Reinvestment Housing Incentive District (RHID) by the Kansas Department of Commerce, but said final payment will be held until the **Community** provides proof that its match requirement has been satisfied.
- 6) **Community** agrees to provide **NWKEICI** with periodic progress reports no less frequently than every three months. Said period shall begin after the execution of this agreement, and a final report shall be made on or before _____.
- 7) **Community** agrees to hold **NWKEICI** harmless from any claim or any action taken against **Community** for any liability arising, or alleged to arise, from any direct or indirect actions taken by **Community** while performing any of its duties under this agreement.
- 8) This agreement will be governed by and construed in accordance with the laws of the State of Kansas.
- 9) All obligations of **Community** that by their nature involve performance, in any particular, after the expiration or termination of this agreement, or that cannot be ascertained to have been fully performed until after the expiration or termination of this agreement, will survive the expiration or termination of this agreement.
- 10) This agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which constitute one agreement that is binding upon each of the parties, notwithstanding that all parties are not signatories to the same counterpart.
- 11) This agreement cancels and supersedes all previous agreements relating to the subject matter of this contract, written or oral, between the parties and contains the entire understanding of the parties with respect to the subject matter hereof and may not be amended, modified or supplemented in any manner whatsoever except as otherwise provided herein or in writing signed by each of the parties.
- 12) Failure of **NWKEICI** to demand strict compliance with any of the terms, covenants or conditions hereof will not be deemed a waiver of the term, covenant or condition, nor will any waiver or relinquishment by **NWKEICI** of any right or power under this agreement at any one time or more times be deemed a waiver or relinquishment of the right or power at any other time or times.
- 13) This agreement may not be assigned in whole or in part without the prior written permission of **NWKEICI**.

14) **NWKEICI** reserves the right to approve the consultant **Community** wishes to utilize for the technical assistance.

15) If a consultant has been selected their resume is contained in "Attachment A".

[Signatures appear on following page]

IN WITNESS WHEREOF, the parties or their authorized representatives have executed this agreement as of the date set forth above.

Northwest Kansas Economic Innovation Center, Inc.

By: Scott Sproul CEO/President

COMMUNITY

By: _____, Title _____

ATTACHMENT A

Consultant Resume