

SAMPLE INTERLOCAL AGREEMENT BETWEEN _____

This Interlocal Agreement (hereinafter called the “Agreement”), made and entered into this _____ day of _____, _____ by and between _____ City/County, Kansas, hereinafter called the “Grantee” and _____, hereinafter called the “Sub-grantee.”

Whereas, the Grantee has applied to receive a 2023 Community Development Block Grant (“CDBG”) from the State of Kansas, and it is the Grantee’s desire to relinquish certain responsibilities as allowed by the program and the State statutes; and

Whereas, the Sub-grantee will benefit from the grant proceeds and finds it in the best interest of both parties to assume these responsibilities;

Now, therefore, the parties agree as follows:

1. The term of this Agreement shall be from _____ and run until _____.
2. The purpose of this Agreement shall be to _____.
3. Under this Agreement the Sub-grantee shall now be responsible to _____. The Grantee shall retain the remainder of the Grantee obligations under the original grant agreement.
4. Grantee agrees to retain all financial responsibilities of the grant program, with the understanding that all invoices must be paid through the Grantee’s established method.
5. Responsibilities which may not be listed in the Grant Agreement, but which the Sub-grantee agrees to carry out on the behalf of the Grantee are as follows:
 - a. The Sub-grantee shall be responsible for 100% of the operation and maintenance expenses associated with the building being constructed for the ___ as a result of the Community Development Block Grant as provided by separate resolution executed by the Sub-grantee.
 - b. The Sub-grantee shall provide \$100,000.00 of the matching funds detailed in the _____ Community Development Block Grant application submitted to the Kansas Department of v.
 - c. The Sub-grantee shall be responsible for establishing and maintaining a detailed line-item budget of expenditures related to the CDBG development project.
 - d. The Sub-grantee agrees to carry insurance on the building in the amount of the original cost of the building and agrees to pay all premiums. City/County is to be named as loss payee.
 - e. Kansas Department of Commerce requires the Grantee to follow Community Development Block Grant procedures throughout the project. As such, the Sub-grantee also agrees to follow all applicable procedures of the Community Development Block Grant Program.

6. Grantee may terminate this Agreement without cause for any reason upon thirty (30) days written notice. Grantee may also terminate this agreement, in whole or in part, if Sub-grantee has failed to comply with the conditions of the Agreement, Sub-grantee's Application and detailed budget, or subsequent amendments. If the Agreement is terminated by Grantee, Sub-grantee shall provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
7. The Grantee owns the land where the building will be constructed and agrees to furnish \$_____ in matching funds for the CDBG.
8. The Grantee shall be responsible for the procurement and contracting of services necessary for the completion of the project. All procurement and contracting will comply with CDBG rules and regulations.
9. Grantee agrees to enter into a separate Inter-local Cooperative Agreement providing for the care and maintenance of the building by Sub-grantee.

The Grantee also acknowledges, as part of this Agreement, that liability for the grant is wholly within its realm; and the Sub-grantee hereby assumes responsibility to see all terms listed herein are met, with the above exceptions.

IN WITNESS WHEREOF I the parties hereto have executed this Agreement as of the day and year indicated above.

Applicant

Sub-Applicant

Attest

Attest