**AGREEMENT – (Project Title)**

This document (hereinafter called AGREEMENT) is made as of the \_\_\_\_\_\_\_ day in the month of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2013, by and between the **North Central Regional Planning Commission**, 109 N. Mill St., Beloit, Kansas 67420 (hereinafter called the FISCAL AGENT), in its capacity as “fiscal agent” for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**Kansas Regional Homeland Security Council**, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter called the VENDOR).

WITNESSETH that the FISCAL AGENT and the VENDOR in consideration of their mutual covenants, herein agree to the performance of the PROJECT to which this AGREEMENT applies. The PROJECT is:

The VENDOR agrees to provide to the FISCAL AGENT the deliverables and services described herein in exchange for payment also described for the PROJECT only.

**Article 1: Deliverables**

**(**Scope of deliverables and services to be provided.)

**Article 2: Agreement Time**

This project is subject to U.S. Department of Homeland Security grant funds awarded to the State of Kansas. Those funds are firmly in place and readily available, but that availability terminates, in part, on April 30, 20\_\_.

Therefore, the project, inclusive of all products, delivery, assembly and training, is to be completed within the \_\_\_\_\_\_\_\_\_\_ days stated to be needed by the VENDOR in its bid proposal which is (**Month, day, year**).

**Article 3: Compensation and Payment**

The VENDOR shall provide the afore-described services for an amount not to exceed in the aggregate:

($ )

Invoices will be submitted to the Fiscal Agent at the following address:

North Central Regional Planning Commission

ATTN: John Cyr

109 North Mill Street, P.O. Box 565

Beloit, KS 67420

The VENDOR understands the FISCAL AGENT will submit a Request for Funds to the Kansas Highway Patrol in a timely fashion, attaching all required supporting documentation to expedite the processing. The FISCAL AGENT will pay each invoice submitted by the VENDOR within Five (5) working days following receipt of funds from the Kansas Highway Patrol specific to that invoice.

**Article 4: Change in Services**

The Services described in the proposal shall be subject to modification or supplement upon the written agreement of the contract parties. Any such modification in the Services shall be incorporated by supplemental agreement.

**Article 6: Termination**

The FISCAL AGENT reserves the right to terminate the contract at any time, upon written notice, in the event the services of the VENDOR are unsatisfactory or upon failure to prosecute the work with due diligence or to complete the work within the time limits specified by the proposal on any project, provided, however, that in any case, the VENDOR shall be paid the reasonable value of the services rendered up to the time of termination on the basis of this AGREEMENT.

**Article 7: Conflict of Interest**

The FISCAL AGENT, the Northwest Kansas Regional Homeland Security Council, and the VENDOR are not to employ persons on this project that share familial status with any other representative or staff member of any agency or entity named herein such that a conflict of interest is created without publicly disclosing said employment to the North Central Regional Planning Commission. The North Central Regional Planning Commission reserves the right to deny the employment of any person whose presence presents a conflict of interest.

**Article 8: Arbitration**

Any controversy or claim arising out of or related to this AGREEMENT shall be settled by Arbitration. Any such action shall be subject to Kansas law and shall take place within said state. A single Arbitrator under the current rules of the American Arbitration Association shall conduct the Arbitration. The Arbitrator shall be chosen from a pool of persons capable by training and experience to understand and pass upon problems to be considered. No one shall serve as Arbitrator who has or has had any financial or pecuniary interest with any of the parties. No Arbitrator shall be an advocate for any of the parties. The decision and award of the Arbitrator shall be final and binding, and the award so rendered may be entered in any court thereof.

**Article 9: Binding upon Successors**

This Agreement shall be binding upon the undersigned parties, their successors, assigns and legal representatives. It is further agreed that this AGREEMENT and all contracts entered into under the provisions of this AGREEMENT shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, said parties have caused this Agreement to be signed by their duly authorized officers in two (2) counterparts, each of which shall be deemed an original, on the day and year first agreed to.

**VENDOR:**

Signature

Typed Name

ATTEST:

Signature & Title

**FISCAL AGENT: North Central Regional Planning Commission, on behalf of**

**Kansas Regional Homeland Security Council**

Chair

ATTEST:

Secretary/Treasurer