

**Grant Agreement
Technical Assistance Grant Fund
Kansas Water Office Grant Agreement # 25-2875-120**

This Grant Agreement between the Kansas Water Office, 900 SW Jackson, Ste. 404, Topeka, Kansas, 66612 and The City of Anthony, P.O Box 504, Anthony, KS 67003. The parties enter into this Grant Agreement for the purposes of providing grant funding through the Technical Assistance Grant Fund.

I. PROJECT TITLE

The project has been entitled Anthony Water Main Crisis. All references to this Grant Agreement shall include this title and the Kansas Water Office Grant Agreement Number 25-2875-120.

II. COMPENSATION

- A. The Kansas Water Office agrees to pay The City of Anthony not more than Fifty thousand dollars (\$ 50,000) for the work to be completed or performed under the attachments incorporated into this Grant Agreement by reference below.. See the Payments clause, *infra*.
- B. The Scope of Work and Deliverables, Attachment B, is hereby incorporated in this Grant Agreement and made a part hereof by reference.

III. Reporting Requirements

- A. The City of Anthony shall provide the Kansas Water Office with a comprehensive written report detailing the progress of the work performed under this Grant Agreement for each calendar quarter. The report shall include, at a minimum:
 - A summary of completed tasks and milestones achieved during the quarter;
 - Financial status, including any expenses incurred, payments made, and remaining budget.
- B. Upon completion of this Grant Agreement, The City of Anthony shall submit a final report to the Kansas Water Office. The final report shall include:
 - An executive summary of the overall work performed;
 - A financial summary, detailing the final project expenditures.

IV. PAYMENTS

Payments will be due and payable upon receipt and approval of quarterly reporting requirements or by request after documented, demonstrated need and at the discretion of the Kansas Water Office. No payment will be remitted unless and until The City of Anthony has documented the appropriate work or work to be delivered has been performed in accordance with this Grant Agreement, and that this documentation has been approved by the Kansas Water Office in the manner specified in the attachments hereto.

V. EFFECTIVE DATES

This Grant Agreement shall be effective for the period of March, 2025 through [insert grant agreement ending date], inclusive.

VI. MODIFICATION AND EXTENSION/RENEWAL OF CONTRACT

This Grant Agreement may be modified, extended or renewed by written agreement of all parties to this Grant Agreement. The parties agree that any request by The City of Anthony for an extension of time of the completion of the Grant Agreement should be communicated to the Kansas Water Office no later than 60 days prior to the stated completion date.

VII. CONTACT PERSONS

Each party has designated a contact person to facilitate communication between the parties for purposes of this Grant Agreement. The designated contact person may be changed by either party at any time by sending notice of such change, via first class mail, to the appropriate party at the address first given above.

A. The KWO contact person for purposes of this Grant Agreement will be:

Name: Lauren Campbell
Address: 900 SW Jackson Ste. 404, Topeka, KS 66612
Phone: 785-296-3185
E-mail: Lauren.Campbell@kwo.ks.gov

B. The contact person for The City of Anthony, for purposes of this Grant Agreement will be:

Name: Cyndra Kastens
Address: P.O. Box 504, Anthony, KS 67003
Phone: 620-842-5434
E-mail: ckastens@anthonykansas.org

VIII. OWNERSHIP OF MATERIALS, DOCUMENTS, ETC.

The City of Anthony will provide all reports, information, data, photos, documents, procedures, descriptions and work flows accumulated, developed or acquired by The City of Anthony, under this Grant Agreement to the Kansas Water Office at the conclusion of this Grant Agreement or at any time upon request.

IX. ACKNOWLEDGMENTS

Each article, newsletter and/or report written for, about or resulting from this Grant Agreement shall acknowledge, "This project is funded in part/whole by the Kansas Water Office."

X. ADDITIONAL PROVISIONS

A. KANSAS CONTRACT PROVISIONS ATTACHMENT. The provisions found in contractual provisions attachment (Form DA-146a – Attachment A), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

- B. TAX CLEARANCES. Tax Clearances: Per K.S.A. 75-3740-3(c), the Director of Purchases may reject the bid of any bidder who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow a bidder an opportunity to clear its tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive bidder, whichever is determined by the Director of Purchases to be in the best interest of the State.
- C. HEADINGS. Headings used in this Agreement are informational and not to be considered persuasive or determinative of any clause or matter in dispute.

XI. SIGNATURES

In agreement to the terms of this Grant Agreement, we set our hand this _____ day of March, 2025, under the authority and power granted to us by virtue of our position or office.

For the Kansas Water Office

For The City of Anthony

Connie Owen
Director, Kansas Water Office

Gregory Cleveland
Mayor

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the

____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration. Damages. Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment B
Scope of Work and Deliverables

SCOPE OF WORK

Item No.	Work Item Description
1.	
2.	
3.	
4.	
5.	
6.	

DELIVERABLES

Item No.	Deliverable Description	Date Due
1.		
2.		
3.		
4.		