

**FIRST AMENDMENT TO
THE KANSAS DEPARTMENT OF COMMERCE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

This First Amendment is entered into between the Kansas Department of Commerce (“Department”) and the City of Arkansas City (“Grantee” and collectively with Commerce shall be referred to as the “Parties”) to amend the Grant Agreement No. 25-HR-001 (the “Agreement”).

WHEREAS, the Department seeks to incorporate recent federal compliance requirements under the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. MODIFICATION TO SECTION XIV OF THE AGREEMENT.

Section XIV Procurement Procedures shall be deleted and replaced with the following:

- A. The Grantee shall use established local procurement procedures which reflect applicable federal, State, and local laws and regulations and the Department’s Procedures for the establishment of procurement.
- B. In accordance with the procurement requirements of the Department’s Procedures, the Grantee will give opportunity for free, open and competitive bidding for each contract to be let by the Grantee that is (a) for more than \$25,000 and (b) for installation, construction, reconstruction, demolition, removal or site improvement work, or other similar work as part of the Program unless the local procurement policy is stricter. Procurement of goods and services procedure with only local funds shall be governed by local procurement policies and as further described in the Department’s Procedures.
- C. In accordance with the procurement requirements of the Department’s Procedures, the Grantee shall follow the “competitive negotiations” requirements for the procurement of consultants and other professional services. The Grantee shall follow Small Purchase requirements for the procurement of supplies or services with costs under \$25,000, including soliciting three quotes from potential vendors.
- D. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered in support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

2. MODIFICATION TO ATTACHMENT B OF THE AGREEMENT.

The Special Conditions, Attachment B, is hereby modified to incorporate the additional Special Conditions as described in Exhibit A, which shall be incorporated into Attachment B and the Agreement.

3. All other terms and conditions in the Agreement shall remain in full force and effect.

**STATE OF KANSAS
DEPARTMENT OF COMMERCE**

By: _____
CDBG Director Date _____

By: _____
Notary Public, State of Kansas

City of Arkansas City, Kansas
(Grantee)

By: _____
Chief Elected Official Date _____

Additional Special Conditions - Exhibit A

These Special Conditions are not intended to be an exhaustive list of all laws and policies applicable to HUD funded awards. In addition to the terms and conditions of the Agreement, the Grantee agrees and assures it will comply with the following:

1. Equal Access and Non-Discrimination

- A. HUD's Equal Access Rule (24 CFR 5.106) and ensure no discrimination based on family composition, sexual orientation, gender identity, or marital status. Grantee shall remove or refrain from using intake form options that read 'other' for gender identifiers where such identifiers are inconsistent with program requirements for HUD-funded housing-related activities. All references to rescinded Executive Orders shall be removed from local documents.
- B. All federal civil rights laws and nondiscrimination assurances. All certifications and representations provided under this Agreement are subject to applicable enforcement provisions, including the False Claims Act (31 U.S.C. 3729-3733).
- C. Not adopt a selection, scoring, or procurement criteria that prioritize or favor individuals, firms, or projects on the basis of race, gender, or any other federally protected characteristics.
- D. Not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- E. Agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- F. Certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title IV of the Civil Rights Act of 1964.

2. Environmental Compliance

- A. All National Environmental Policy (NEPA) requirements as applicable to the performance of this Agreement as found in 29 CFR Part 58 and 24 CFR Part 55. The Grantee shall also monitor and follow any further HUD rulemaking or guidance related to environmental review.

3. Systemic Alien Verification for Entitlements (SAVE)

- A. Review program activities under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and the SAVE verification process. For activities that provide direct public benefits subject to PRWORA, Grantee must implement verification procedures consistent with HUD guidance and include contract language requiring compliance.
- B. Verify eligibility of beneficiaries through SAVE or an equivalent method as required by HUD guidance for programs that provide direct benefits. Area-benefit projects that serve broad geographic populations are not subject to individual SAVE verification requirements but must follow HUD guidance for documenting area-benefit eligibility.
- C. Administer the grant in accordance with applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of PRWORA and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- D. Use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

4. Sanctuary Jurisdictions

- A. Not maintain local policies or ordinances that prevent cooperation with federal immigration enforcement where such non-cooperation would conflict with conditions of federal funding. Grantee shall assess local ordinances and ensure activities are consistent with federal requirements.
- B. Not use this grant in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

5. Other Applicable Policy

- A. Not use the grant funds to provide abortion services, counseling that facilitates abortion access, or to support facilities whose primary services include abortion as required by E.O. 14182, Enforcing the Hyde Amendment. Grantee shall screen proposals that involve healthcare providers to ensure compliance.
- B. Ensure that CDBG funds are not used for religious worship, instruction, or proselytization. Faith-based organizations may participate as subrecipients provided funds are used exclusively for permissible secular activities and monitoring procedures confirm no religious activities are funded. Grantee, in the selection of subrecipients, may not discriminate against an organization based on the organization's religious charter, affiliation, or exercise.
- C. The Agreement shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.