

**THE KANSAS DEPARTMENT OF COMMERCE  
BUILDING A STRONGER ECONOMY (BASE)  
GRANT AGREEMENT**

This Agreement is entered into between the Kansas Department of Commerce, (hereinafter referred to as “Commerce”) and City of Bel Aire (**LSNCMLLDGYN3**) (hereinafter referred to as “Grantee”) (hereinafter collectively referred to as “Parties”).

**WHEREAS**, the State of Kansas is recovering from both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens; and

**WHEREAS**, the federal government, pursuant to Section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds, as added by section 9901 of the federal American Rescue Plan Act of 2021 (hereinafter referred to as “ARPA”) has provided moneys to the State of Kansas to respond to the public health emergency, its negative economic impacts and to make necessary investments in water, sewer, broadband or other eligible infrastructure; and

**WHEREAS**, the Secretary of Commerce (hereinafter referred to as “Secretary”) has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (BASE) grants to support infrastructure and related investments associated with economic development projects throughout the state of Kansas with the goal of expanding Kansas’ base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

**WHEREAS**, the Grantee has applied for grant funds to complete an economic development project in the state of Kansas with associated infrastructure investments that experienced COVID related harm; and

**WHEREAS**, the Secretary has determined awarding funds to Grantee will benefit the State of Kansas by addressing the impact and recovery efforts of the COVID-19 public health and economic crisis.

**NOW, THEREFORE**, the Parties agree as follows:

- I. SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES.** The following documents are hereby incorporated by reference into this Agreement:
- A. This Agreement, and any amendments, executed by all parties.
  - B. Contractual Provisions Attachment form (DA-146a) (Attachment A).
  - C. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
  - D. Grantee’s BASE Grant Administration Plan and Final Budget (Attachment C).

- E. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- F. Special Condition(s) and Payment Schedule (Attachment E).

The order of precedence among the contract documents shall be:

- A. This Agreement and any attachments and amendments hereto.
- B. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
- C. Assurances of Compliance with Civil Rights Requirements (Attachment D).
- D. Contractual Provision Attachment form (DA-146a) (Attachment A).
- E. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).
- F. Special Condition(s) and Payment Schedule (Attachment E).

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

- II. **PURPOSE.** The purpose of this Agreement is to establish a subrecipient relationship between Commerce and Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby Commerce provides certain grant funds to be used solely for the **Sunflower Commerce Park Sewer Infrastructure** as outlined in Grantee's BASE Grant Administration Plan and Final Budget, Attachment C, (hereinafter referred to as the "Project") or, if authorized by Commerce, as is otherwise consistent with this Agreement and its Attachments, the ARPA as codified in 42 U.S.C. § 802, Assistance Listing 21.027 and any applicable federal regulations and lawful guidance issued by the United States Department of Treasury.
- III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.
- IV. **TERM.** The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter referred to as the "Effective Date") through June 30, 2025 (hereinafter referred to as the "End Date"). Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX.
- V. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, Commerce agrees to provide grant funds in an amount not to exceed **\$4,716,225.00** which shall constitute the maximum amount due by Commerce to Grantee under this Agreement. Grant funds will be distributed according to the Payment Schedule in Attachment E. Commerce is providing these grant funds to Grantee for the express purposes set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the ARPA and this Agreement and any subsequent amendments. Grantee shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200.303 Internal Controls, 2 CFR 200 and Subpart F

(Audit), the provisions of this Agreement, and additional directions provided by Commerce or lawful guidance issued by the United States Department of the Treasury.

- VI. FEDERAL AWARD.** The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

<b>Subrecipient Information:</b>	
Name of Entity	City of Bel Aire
Address	7651 E. Central Park Ave, Bel Aire, KS 67226
Unique Entity Identifier (UEI-formally DUNS)	LSNCMLLDGYN3
Federally Approved Indirect Cost Rate (if applicable)	N/A
<b>Grant/Award Information:</b>	
Grant Award Number (issued by State Agency)	FY24-BASE2-BEL
Modification/Amendment Number (if any)	N/A
Project Name/Description	City of Bel Aire/ Sunflower Commerce Park Sewer Infrastructure
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	04/25/2023 – 04/25/2025
Budget Period (if different than performance dates)	04/25/2023 – 06/30/2025
Amount Obligated	\$4,716,225.00
Total Grant/Award amount	\$4,716,225.00
Research and Development Award Yes/No	No
<b>Federal Award Information:</b>	
Assistance Listing Title	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing/CFDA Number	21.027
Federal Awarding Agency	U.S Treasury
Federal Award Identification Number	SLFRP0140
Federal Award Date (date awarded to State Agency)	05/18/2021

- VII. COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section V, Grantee shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

- A. Use grant funds for eligible project expenses as outlined in Grantee's Grant Administration Plan and Final Budget. Ineligible project expenses include costs associated with the following:
1. Vertical construction housing projects
  2. Standalone improvements for public service buildings and community facilities
  3. Broadband projects
  4. Street repairs or improvements not tied to an existing or future economic development project.

Grantee shall not use grant funds for administrative costs that exceed 10% of Grantee's award.

- B. Adhere to the project timeline included in Grantee's Grant Administration Plan and Final Budget.
- C. Spend at least 10% of grant funds toward any eligible Project expenses no later than April 30, 2024.
- D. Have matching cash fund contributions that are equal to or greater than 25% of the total Project costs as described in Grantee's Grant Administration Plan and Final Budget. Previous Project expenses that were incurred beginning January 1, 2019 and specifically related to the Project are eligible for the 25% match. Land purchases are only eligible as a matching fund contribution if the land was purchased on or after January 1, 2021.
- E. Obtain prior written approval from Commerce for changes in any budget line item if these changes exceed ten percent (10%) of the total Project budget. The Grantee shall also request written approval from Commerce for changes in the scope or nature of the project due to unforeseeable changes of circumstances.
- F. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant and matching funds.
- G. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:
  - 1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles
  - 2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs
  - 3. Conflict of Interest: including the process to identify and address any conflicts.
  - 4. Grant program compliance/management: including systems, staffing and reporting.

Commerce reserves the right to review all business systems policies.

- H. Participate in quarterly check-in conference calls with Commerce until the Project is complete. At Commerce's request, Grantee shall participate in more frequent calls and/or meetings as necessary to allow Commerce to administer the completion of the Project.
- I. Participate in two annual in-person site visits with Commerce per project year until

Project completion and permit Commerce, as necessary, on-site visits to monitor the progress of the Project.

- J. Not supplant grant funding for Project expenses where Grantee has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.
- K. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.
- L. Maintain an active registration with SAM.gov.
- M. Attest it has read and understand the federal grant requirements laid out in 2 CFR 200.
- N. Perform debarment/suspension checks for all required entities as required under 2 CFR 180.300 and retain the checks to include in the quarterly reports required in Section VIII.
- O. Include all applicable and appropriate guidance, rules, regulations and terms of this Agreement in any sub-award or contract funded by these grant funds.
- P. Obtain disposition instructions from Commerce when the Project is no longer needed or used for the purposes as described in this Agreement.

**VIII. REPORTING.** Grantee shall provide quarterly financial and narrative project reports detailing the use of the grant funds in such a way that are consistent with the Project as presented in the Grantee's Grant Administration Plan and Final Budget. Grantee's quarterly project reports are due on July 31, October 31, January 31, and April 30 throughout the term of this Agreement. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the Project. Such reports will be in a form reasonably requested by Commerce and Grantee shall provide all such further information as may be requested by Commerce.

Grantee shall also provide a final close-out report by July 31, 2025, with supporting documentation and verification of complete expenditure of all matching funds, in a form reasonably requested by Commerce at the conclusion of the Project. At the sole discretion of Commerce, additional reports after July 31, 2025, may be required.

**IX. RECORD RETENTION.** Grantee shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the ARPA. Grantee shall provide such records to Commerce promptly upon written request by Commerce. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

**X. DEFAULT.** Commerce, in its discretion, may declare Grantee in default under this Agreement upon the occurrence any of the following:

- A. Grantee's failure to complete the Project or apply the grant funds to the purposes set forth in Section II of this Agreement without the prior written consent of Commerce.
- B. Grantee's failure to ensure grant funds are applied as outlined in Grantee's Grant Administration Plan and Final Budget, which is incorporated into this Agreement (Attachment C).
- C. Grantee's failure to timely provide reports required under Section VIII of this Agreement.
- D. Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Grantee as set forth in Section VII or any other part of this Agreement and its Attachments, Grantee's Grant Administration Plan and Final Budget, or any subsequent amendments.
- E. Commerce reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the ARPA, the United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the ARPA.

In the event of a default under this Section, Commerce may provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then Commerce, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by Commerce be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

- XI. TERMINATION.** Commerce may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. Commerce may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of this Agreement, Grantee's Grant Administration Plan and Final Budget, or subsequent amendments. If this Agreement is terminated by Commerce, Grantee shall return to Commerce any unexpended grant funds within seven (7) days and provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.
- XII. REPAYMENT.** Grantee may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. Grantee shall also be required to repay any ARPA funds granted under this Agreement that remain unspent. Commerce reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grantee's Grant Administration Plan and Final Budget and reallocate part or all of said funds prior to the End Date.

**XIII. NOTICES.** All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to Commerce shall be addressed as follows:

Kansas Department of Commerce  
Attn: Erin Starr, Director of Economic Recovery  
1000 SW Jackson, Suite 100  
Topeka, Kansas 66612-1354  
[Erin.Starr1@ks.gov](mailto:Erin.Starr1@ks.gov)

B. Notices to Grantee shall be addressed as follows:

City of Bel Aire  
Ted Henry  
7651 E. Central Park Ave  
Bel Aire, KS 67226  
[Thenry@belaireks.gov](mailto:Thenry@belaireks.gov)

**XIV. INDEPENDENT CONTRACTOR/GRANTEE.** All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

**XV. ASSURANCES.** Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the ARPA and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.

**XVI. SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

**XVII. ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of Commerce.

**XVIII. WAIVER.** In the event of breach of Agreement, or any provision thereof, the failure of Commerce to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

**XIX. MODIFICATIONS.** Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

**XX. INDEMNIFICATION.** The Parties agree that where Commerce may rely upon the certification of the Grantee that such expenses for which Grantee shall use the grant proceeds meet the requirements of the ARPA and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of these ARPA funds determines that such use was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole Commerce for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to Commerce or the State of Kansas. Grantee further agrees to indemnify, reimburse, or make whole Commerce or the State of Kansas for any penalties associated with the federal government seeking to recoup the expended ARPA funds which Commerce disbursed to Grantee.

**XXI. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a).** The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

**XXII. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

**KANSAS DEPARTMENT OF COMMERCE**

1000 SW Jackson, Suite 100  
Topeka, Kansas 66612-1354  
Phone: (785) 296-1913

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David C. Toland, Lt. Governor and Secretary

Date



**City of Bel Aire**

Ted Henry

7651 E. Central Park Ave

Bel Aire, KS 67226

[Thenry@belaireks.gov](mailto:Thenry@belaireks.gov)

316-744-2451

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Grantee

Date

State of Kansas  
 Department of Administration DA-146a  
 (Rev. 07-19)

### 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.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

BASE GRANT ADMINISTRATION PLAN COVER SHEET

PROJECT TITLE:	Sunflower Commerce Park Sewer Infrastructure
PROJECT ORGANIZATION:	City of Bel Aire
PROJECT CONTACT NAME:	Ted Henry
PROJECT CONTACT PHONE NUMBER:	316.744.2451
PROJECT CONTACT EMAIL ADDRESS:	<a href="mailto:thenry@belaireks.gov">thenry@belaireks.gov</a>
BACKUP PROJECT CONTACT NAME:	Ty Lasher
BACKUP PROJECT CONTACT PHONE NUMBER:	316.744.2451
BACKUP PROJECT CONTACT EMAIL ADDRESS:	<a href="mailto:tlasher@belaireks.gov">tlasher@belaireks.gov</a>
AUTHORIZED BASE GRANT AWARD	\$ 4,716,225.00
CONFIRMED FUTURE MATCHING FUNDS	\$ 1,572,075.00
CONFIRMED EXPENDED MATCHING FUNDS	\$ -
CONFIRMED TOTAL MATCHING PERCENTAGE	25%



Sunflower Commerce Park Sewer Infrastructure

AUTHORIZED BUDGET SUMMARY

Project Budget	
BASE Share	\$ 4,716,225.00
Matching Share	\$ 1,572,075.00
Total Project Cost	\$ 6,288,300.00
BASE Grant Rate	75%

	BASE Share	Matching Share
Construction	\$ 4,716,225.00	\$ 452,396.67
Non-Construction	\$ -	\$ 1,119,681.33
<b>Subtotal Charges</b>	<b>\$ 4,716,225.00</b>	<b>\$ 1,572,078.00</b>
Administrative Costs	\$ -	
Contingencies	\$ -	\$ 452,393.67
<b>Total Project Budget</b>	<b>\$ 4,716,225.00</b>	<b>\$ 2,024,471.67</b>

**Insert values for all yellow cells. Values will calculate into the Construction Budget, Non-Construction Budget and Budget Summary Tabs.**

Administrative Costs				
Cost Description	Provider	Purpose	BASE Grant Funds	Matching Funds
Total Administrative Costs			\$ -	\$ -

## Sunflower Commerce Park Sewer Infrastructure

**CONSTRUCTION BUDGET**

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

USE OF FUNDS	BASE GRANT USE	MATCHING FUNDS USE
Previous Expenditures		\$ -
Demolition and Removal	\$ -	\$ -
Equipment (Purchases & Rentals)	\$ -	\$ -
Labor	\$ -	\$ -
Materials	\$ 4,491,225.00	\$ 452,396.67
On-Going Engineering	\$ -	\$ -
Road Closures	\$ -	\$ -
Signage	\$ -	\$ -
Site Work (Prep, ground-moving, etc.)	\$ 225,000.00	\$ -
Soil Borings & Environmental	\$ -	\$ -
Supplies	\$ -	\$ -
Surveying	\$ -	\$ -
<b>Subtotal</b>	<b>\$ 4,716,225.00</b>	<b>\$ 452,396.67</b>
Contingencies (No more than 10% of Subtotal)	\$ -	\$ -
<b>Total Construction Project Costs</b>	<b>\$ 4,716,225.00</b>	<b>\$ 452,396.67</b>

## Sunflower Commerce Park Sewer Infrastructure

**NON-CONSTRUCTION BUDGET**

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

	BASE GRANT FUNDS	MATCHING FUNDS
Previous Expenditures		\$ -
Consulting	\$ -	\$ 1,119,681.33
Insurance	\$ -	\$ -
Land Purchases	\$ -	\$ -
Legal & Easements	\$ -	\$ -
Permits	\$ -	\$ -
Project Inspection Fees	\$ -	\$ -
Relocation Expenses and Payments	\$ -	\$ -
Supplies	\$ -	\$ -
Miscellaneous	\$ -	\$ -
<b>Subtotal A</b>	<b>\$ -</b>	<b>\$ 1,119,681.33</b>
Administrative - Grant Administration	\$ -	\$ -
Administrative - Architectural Design	\$ -	\$ -
Administrative - Preliminary Engineering Costs	\$ -	\$ -
Administrative - Environmental Review	\$ -	\$ -
<b>Subtotal B</b>	<b>\$ -</b>	<b>\$ 1,119,681.33</b>
Contingencies (No more than 10% of Subtotal B)	\$ -	\$ -
<b>Total Non-Construction Project Costs</b>	<b>\$ -</b>	<b>\$ 1,119,681.33</b>

TOTAL BASE \$	\$ 4,716,225.00	(Must match Cover Sheet amount)
TOTAL MATCHING \$	\$ 1,572,075.00	(Must match Cover Sheet amount)

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

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4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



## **SPECIAL CONDITION(S) AND PAYMENT SCHEDULE**

Awardee: The City of Bel Aire  
Submittable Application: 0179  
Pre-Award Documentation: 0031

Special Condition #1 Complete and submit GAP budget timeline.

Special Condition #2: Provide updated procurement policy which complies with the following requirements: For purchases which are above \$5,000 (the state threshold for competitive procurement), submit competitive procurement documents (including copy of solicitation of services (RFP/RFQ/Sealed Bid, etc.)), responses received from solicitation, scoring card or documented evaluation of bids/quotes that determines awarded contract, fully executed contract with selected bidder, and certificate of insurance.

Special Condition #3 Demonstrate compliance with updated procurement policy for existing and future contracts which are above \$5,000 (the state threshold for competitive procurement), submit competitive procurement documents (including copy of solicitation of services (RFP/RFQ/Sealed Bid, etc.)), responses received from solicitation, scoring card or documented evaluation of bids/quotes that determines awarded contract, fully executed contract with selected bidder, and certificate of insurance).

Alternatively, for any instances of non-competitive procurement (consulting, engineering, and any other exempted service providers), evidence of submittal of the required prior authorization request form.

Special Condition #4: City policies and procedures were last updated on May 16, 2017, which is beyond the specified five-year window of elapsed time and is identified as a potential risk consideration. Provide City administrative code sections which support that observed frequency complies with existing City regulations and/or review documents for compliance with current regulatory requirements. Document and provide confirmation of action taken within 90 days of first grant disbursement date.

Special Condition #5: Perform debarment/suspension checks for all required entities (31 CFR 19.300) prior to any issuance of funds/cost reimbursement. Retain and include in quarterly reports.

Special Condition #6: The following Documentation will be provided by Grantee once acquired:  
Proof of any required permitting prior to construction  
Proof of insurance prior to construction

Special Condition #7: A minimum of 10% of the grant funds must be expended no later than April 30, 2024.

Special Condition #8: Quarterly Progress Reports must be submitted with satisfactory progress of the project determined in the sole discretion by the Department of Commerce.

Special Condition #9: Payment of second disbursement will be contingent on review and approval of documentation for the first 50% disbursement of funds.

### **PAYMENT SCHEDULE**

<b>Disbursement #</b>	<b>Amount</b>	<b>Requirement</b>
1	\$2,358,112.50	Executed Award Agreement and completion of Special Conditions 1, 2, and 3.
2	\$2,358,112.50	Compliance with ongoing conditions and completion of Special Conditions 4, 5, 6, 7, 8, and 9.

### **Policy Regarding Sexual Harassment**

**WHEREAS**, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

**WHEREAS**, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

**WHEREAS**, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

**WHEREAS**, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

**NOW THEREFORE**, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

**Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.**

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

  
\_\_\_\_\_  
Signature and Date

  
\_\_\_\_\_  
Printed Name

**CERTIFICATION OF COMPANY  
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

\_\_\_\_\_  
Signature, Title of Contractor

\_\_\_\_\_  
Date

Ted Henry  
\_\_\_\_\_  
Printed

\_\_\_\_\_  
Name of Company