



# CITY COMMISSION AGENDA

## MONDAY, NOVEMBER 4, 2024

204 W. 11<sup>TH</sup> ST. – 5:00 P.M.

AARON THOMPSON – MAYOR  
JJ HOWARD – VICE MAYOR  
JASON SHOWALTER – COMMISSIONER  
BROOK REDLIN – COMMISSIONER  
ANN MYERS – COMMISSIONER

### 1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

### 2. PUBLIC HEARING

- A. Public Hearing: 321 Broadway Unfit Structure
- B. Public Hearing 508 W. 15<sup>th</sup> Street Unfit Structure

### 3. PUBLIC COMMENT

(Members of the audience will have five minutes to present any matter of concern to the Commission. No official action may be taken at this time.)

### 4. PRESENTATIONS

- A. Bill Biermann – USD 352 Superintendent – plans for career tech building at high school

### 5. CONSENT AGENDA

- A. 10/21/2024 Commission Meeting Minutes
- B. Appropriation Ordinances 2024-21; 2024-21A; and 2024-P21

### 6. ORDINANCES AND RESOLUTIONS

- A. Resolution 1648: FY2022 KS SLCGP Grants
- B. Resolution 1649: 321 Broadway Unfit Structure
- C. Resolution 1650: 508 W. 15<sup>th</sup> Street Unfit Structure

### 7. FORMAL ACTIONS

- A. Change Order #1: Caldwell Cost Share Project
- B. Pay Estimate #1: Caldwell Cost Share Project
- C. Pay Estimate #4: Industrial Park Improvements

### 8. DISCUSSION ITEMS

- A. Water Main Replacement Project: Walnut St.

### 9. REPORTS

- A. City Manager
  - (1) Manager Memo
  - (2) October Month End Fund Balance Report
  - (3) Bank RFP
  - (4) Industrial Park project update
- B. City Commissioners
- C. Mayor

### 10. ADJOURNMENT

- A. Next Regular Meeting is Monday November 18, 2024.

NOTE: Background information is available for review in the office of the City Clerk prior to the meeting. The Public Comment section is to allow members of the public to address the Commission on matters pertaining to any business within the scope of Commission authority and not appearing on the Agenda. Ordinance No. 1730 requires anyone who wishes to address the Commission on a non-agenda item to sign up in advance of the meeting and to provide their name, address, and the subject matter of their comments.

City of Goodland  
204 W. 11<sup>th</sup> Street  
Goodland, KS 67735

## MEMORANDUM

TO: Mayor Thompson and City Commissioners  
FROM: Kent Brown, City Manager  
DATE: November 4, 2024  
SUBJECT: Agenda Report

### 2. PUBLIC HEARING

- A. Public Hearing: 321 Broadway Unfit Structure
- B. Public Hearing 508 W. 15<sup>th</sup> Street Unfit Structure

### 3. Consent Agenda:

- A. 10-21-2024 Commission Meeting Minutes
- B. Appropriation Ordinances 2024-21; 2024-21A; and 2024-P21;

RECOMMENDED MOTION: "I move that we approve Consent Agenda items A and B."

### 4. Presentations & Proclamations

- A. Bill Biermann – USD 352 Superintendent – plans for career tech building at high school

### 5. Ordinances and Resolutions:

- A. Resolution 1648: FY2022 KS SLCGP Grants

Josh Jordan, IT Director, will present the resolution to authorize the Mayor to sign the receiving documents on the 4 grants that were awarded. All 4 are cybersecurity grants for equipment identified in the CCCF on the resolution. Total amount awarded is \$109,551.

Recommended Motion: "I move that we approve Resolution 1648, A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE FOR AND ON BEHALF OF THE CITY OF GOODLAND, KANSAS State & Local Cybersecurity Grant Program (SLCGP) Grants 2022-002, 2022-003, 2022-004, 2022-005 between the Kansas Information Security Office (KISO), and Department of Homeland Security (DHS) and the City of GOODLAND, KANSAS"

**B. Resolution 1649: 321 Broadway Unfit Structure**

As a result of the public hearing earlier in the meeting and the Statement of the Building Official, Building Official Zach Hildebrand respectfully requests Resolution 1649 be approved that gives the owners 30 days to commence the backfilling of the foundation and removal of construction materials from the site.

*Recommended Motion: "I move that we approve Resolution 1649, A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 321 BROADWAY AVENUE, GOODLAND, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES BE MADE SAFE AND SECURE."*

**C. Resolution 1650: 508 W. 15<sup>th</sup> Street Unfit Structure**

As a result of the public hearing earlier in the meeting and the Statement of the Building Official, Building Official Zach Hildebrand respectfully requests Resolution 1650 be approved that gives the owners 30 days to commence the repair of the building or the Commission will raze and remove the building from the site.

*Recommended Motion: "I move that we approve Resolution 1650, A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 508 W. 15<sup>th</sup> STREET, GOODLAND, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES BE MADE SAFE AND SECURE."*

**6. Formal Actions**

**A. Change Order #1: Caldwell Cost Share Project**

Change order #1 as recommended from Bettis Asphalt & Construction, Inc. and Andrew Brunner, EBH to adjust all quantities to final constructed quantities. Net decrease of the change order on the contract is \$18,117.61.

*Recommended Motion: "I approve Change Order #1 for the Caldwell Cost Share Project as presented to adjust all quantities to final constructed quantities and reducing the contract \$18,117.61."*

**B. Pay Estimate #1: Caldwell Cost Share Project**

First and final pay estimate on the Caldwell Cost Share Project with Bettis Asphalt.

*Recommended Motion: "I approve Pay Estimate #1 to Bettis Asphalt in the amount of #375,863.24."*

C. Pay Estimate #4: Industrial Park Improvements

Pay Estimate #4 on the continuing project at the Industrial Park. The street work is almost complete with this estimate. The remainder of the project will be the sewer main installation on the north side.

*RECOMMENDED MOTION: "I move to approve Pay Estimate #4 for the Industrial Park Improvements for \$454,968.01 to Miller Construction Services."*

**7. Discussion Items**

A. Water main project on Walnut St.

Neal Thornburg, Water and Wastewater Superintendent, will present project to replace 2 inch steel main in the 1300 to 1600 block of Walnut St. or portions thereof.

**8. Reports:**

A. City Manager

- Manager Memo
- October Month End Fund Balance Report
- Bank RFP
- Industrial Park project update

B. City Commissioners

The Mayor will ask each City Commissioner for their comments or questions for staff on any other topic not on the agenda at this time.

C. Mayor

Mayor will present any comments or questions for staff at this time.



**AGENDA ITEM**  
CITY COMMISSION COMMUNICATION FORM

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**FROM:** Zach Hildebrand, Building Official  
Kent Brown, City Manager

**DATE:** 11/04/2024

**ITEM:** Resolution 1649 Unfit Structure- 321 Broadway Avenue

**NEXT STEP:** Commission Motion

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ORDINANCE  
 MOTION  
 INFORMATION

**I. REQUEST OR ISSUE:**

The enforcing officer of the City of Goodland, Kansas will present information that 321 Broadway Avenue, is unsafe and dangerous and directs that such structure is to be repaired and the premises made safe and secure. If the owner fails to commence the repair of the structure within the time stated, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed and the costs of razing and removing, less salvage, if any, shall be collected in the manner provided by K.S.A. 12-1,1115, and amendments thereto or shall be assessed as special assessments against the lot or parcel of land upon which the structure is located or both, all as provided by law.

**II. BACKGROUND INFORMATION**

The Enforcing Officer of the City of Goodland, filed a Statement of Dangerous or Unsafe Structure on October 11<sup>th</sup>, 2024. The governing body did by Resolution No. 1645, dated the October 7, 2024, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law. On November 4, 2024, the governing body did conduct the hearing scheduled in Resolution No. 1645 and took evidence from the Enforcing Officer on behalf of the City.

**III. SUMMARY AND ALTERNATIVES:**

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.



**AGENDA ITEM**  
CITY COMMISSION COMMUNICATION FORM

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**FROM:** Zach Hildebrand, Building Official  
Kent Brown, City Manager

**DATE:** 11/04/2024

**ITEM:** Resolution 1650 Unfit Structure- 508 W. 15<sup>th</sup> Street

**NEXT STEP:** Commission Motion

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ORDINANCE  
 MOTION  
 INFORMATION

**I. REQUEST OR ISSUE:**

The enforcing officer of the City of Goodland, Kansas will present information that 508 W. 15<sup>th</sup> Street, is unsafe and dangerous and directs that such structure is to be repaired and the premises made safe and secure. If the owner fails to commence the repair of the structure within the time stated, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed and the costs of razing and removing, less salvage, if any, shall be collected in the manner provided by K.S.A. 12-1,1115, and amendments thereto or shall be assessed as special assessments against the lot or parcel of land upon which the structure is located or both, all as provided by law.

**II. BACKGROUND INFORMATION**

The Enforcing Officer of the City of Goodland, filed a Statement of Dangerous or Unsafe Structure on October 11<sup>th</sup>, 2024. The governing body did by Resolution No. 1646, dated the October 7, 2024, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law. On November 4, 2024, the governing body did conduct the hearing scheduled in Resolution No. 1646 and took evidence from the Enforcing Officer on behalf of the City.

**III. SUMMARY AND ALTERNATIVES:**

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.

**GOODLAND CITY COMMISSION**  
**Regular Meeting**

**October 21, 2024**

**5:00 P.M.**

Mayor Aaron Thompson called the meeting to order with Vice-Mayor J. J. Howard and Commissioner Brook Redlin responding to roll call. Commissioner Jason Showalter and Commissioner Ann Myers were reported absent.

Also present were Jason Erhart –Chief of Police, Joshua Jordan – IT Director, Kenton Keith – Director of Streets and Facilities, Danny Krayca – Director of Parks, Zach Hildebrand – Code Enforcement/Building Official, Jake Kling – City Attorney, Mary Volk - City Clerk and Kent Brown - City Manager.

**Mayor Thompson led Pledge of Allegiance**

**PUBLIC COMMENT**

**CONSENT AGENDA**

**A. 10/07/24 Commission Meeting Minutes**

**B. Appropriation Ordinances: 2024-20, 2024-20A and 2024-P20**

**ON A MOTION** by Commissioner Redlin to approve Consent Agenda **seconded by** Vice-Mayor Howard. **MOTION carried on a VOTE of 3-0.**

**ORDINANCES AND RESOLUTIONS**

**A. Ordinance 1788: Amending Section 17-204.1 Extra Ordinary Power Costs** – Mary stated, the Commission approved an ordinance when the 2021 energy event occurred to assess additional energy costs to customer accounts based on consumption during event. After revenue is collected in October, there will be about \$14,000 remaining to cover the costs. This ordinance reduces extra cost to half for the October 2024 billing, then extra energy costs are considered paid in full. We will be about \$2,000 short but it is difficult to meet the exact amount. **ON A MOTION** by Mayor Thompson to approve Ordinance 1788: Amending Section 17-204.1 Extra Ordinary Power Costs **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 3-0.**

**B. Resolution 1647: Supporting the Development of Certain Housing within the City of Goodland** – Kent stated, the Commission previously approved a letter of support of the Golden Sunset Addition on Cattletrail Street. They have been informed Kansas Housing approved their application but the City also needs to approve a resolution. Since application was by the owner the Mayor only signs the resolution. Jennifer Golden House owner stated, my siblings and I invested in property on Cattletrail Street between 15<sup>th</sup> and 16<sup>th</sup> Street. We built two houses and once they are sold, we will start construction of three remaining homes. Once those sell we will build additional homes north end of Cattletrail Street. Everything with the project is local. Our contractor is Mike Ruhs and all materials purchased locally. If there is a need for additional housing, we are willing to purchase property to build more homes. **ON A MOTION** by Vice-Mayor Howard to approve Resolution 1647: Supporting the Development of Certain Housing within the City of Goodland **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 3-0.**

**FORMAL ACTIONS**

**A. Change Order #1: Airport Seal & Paint Project** - Kent stated, this item was tabled at last meeting and Darin Neufeld with EBH is available to answer questions from Commission. Darin stated, I provided information that outlines numbers estimated in planning project. When we submitted planning documents, we planned to seal and paint 60,000 lineal feet of joints. There are

MINUTES

Goodland City Commission

October 21, 2024

Page 2

a total of 109,180 lineal feet of joints the main runway and apron areas. This does not include the parallel taxiway and new runway 5/23. When project was let, we planned to crack seal 60,000 lineal feet at \$3.00 per lineal foot so \$180,000. We planned on painting costs right at \$200,000. When bids came in repair was around \$3.00 per lineal foot but when paint was purchased, it was \$.62 instead of the \$2.00 we planned, so commission discussed doing more work with money available. We were able to repair 100% of joints and cracks on primary 5/23 runway less the newer section where two runways cross and the pavement was new so did not need redone. In construction, we completed 95,389 lineal feet of cracks and joints. This change order adjusts to final quantities. Mayor Thompson stated, I owe EBH an apology. I was a little harsh last meeting when we discussed the change order. I understood this was quantities above and beyond, but looking at minutes from previous meetings we have discussed completing the extra feet with available money. Darin stated, our goal was to use funds available and improve runway. The runway is 50 years this year and some joints have never been resealed. Kent stated, I appreciate the information so Commission could see difference between planning and work completed. Andrew stated, the paint price of \$.62 per lineal foot was excellent. Darin stated, the company that does work is from Wisconsin and this is all they do across the nation. The paint meets federal specifications, just able to purchase paint in bulk. **ON A MOTION by Mayor Thompson to approve Change Order #1: Airport Seal & Paint project seconded by Vice-Mayor Howard.**

**MOTION carried on a VOTE of 3-0.**

- B. Pay Estimate #2: Airport Seal & Paint Project-** Darin stated, this is final pay estimate from American Pavement Solutions. **ON A MOTION by Mayor Thompson to approve Pay Estimate #2: Airport Seal & Paint Project seconded by Commissioner Redlin. MOTION carried on a VOTE of 3-0.** Darin stated, on the PAPI project, we have completed and passed flight check so able to begin closeout documents and as built information for Washington D.C.
- C. MOU: Consolidation of the City of Goodland FRA Funds and Sherman Co. #1 FRA –** Kent stated, Jake has been working with County Attorney on an MOU to consolidate City of Goodland FRA funds with Sherman County #1 FRA funds. Jake stated, when we transferred equipment to the County, they are their own entity and we need to transfer City FRA funds to the County agency. I will send information to the State which will dissolve Goodland Fire, making it Sherman County Fire District 1. **ON A MOTION by Mayor Thompson to approve the MOU: Consolidation of the City of Goodland FRA Funds and Sherman Co. #1 FRA seconded by Commissioner Redlin. MOTION carried on a VOTE of 3-0.**

**DISCUSSION**

- A. Follow up on 8<sup>th</sup> Street Project Design –** Andrew stated, last discussion the commission had a couple questions on how an 8' sidewalk would look if street was 36' wide. Removing sidewalk on north side drops price about \$60,000. Not sure how it will work with road as it will encroach on some of the properties. I did best I could to provide image of a 36' street. Mayor Thompson asked, is this 36' street plus width of sidewalk? Andrew stated, this is 36' street with back of curb line showing how much street will move in. It is doable but leaving street as is makes landscaping difficult. Vice-Mayor Howard asked, how wide is existing street? Andrew stated, from D'Lao to Kansas it is 46' and Kansas to Main Street is 50'. The other question was to clean things up with landscaping and lighting. In town there are many different light poles. The city installed those on Highway 24 which are now about \$4,500 each, but decorative lighting with historical pole will be about four times more expensive. I would estimate that lighting to be close to \$1,000,000 if use contract labor on project. The decorative lights look great but you pay for it. This is something we need to get a hard bid and have as add alternate in bid process for lighting options. Mayor



MINUTES

Goodland City Commission

October 21, 2024

Page 3

Thompson asked, will taking sidewalk out on one side offset cost of lighting? Andrew stated, no, that is not a lot of poles. You need to think about this being an emergency route for lighting and snow cleaning as 36' street might make it tougher. Mayor Thompson asked, how wide is sidewalk? Andrew stated, I show 8'. This will give you something to think about. Electric system will be a big ticket item. Vice-Mayor Howard asked, can we shift street to north so do not encroach on people's property as much? Andrew stated, we can look at that. Mayor Thompson stated, I would like to see something like this and as far as light poles, I would like to see decorative lights if possible. We talked about extending project one extra block, if project becomes too expensive we need to consider removing extra block. Andrew stated, we only have sidewalks to Main Street. Mayor Thompson asked, where highway meets 8<sup>th</sup> Street, is there interest in widening to match rest of road. Visually it would look nice to match or would it be an issue getting permission with State? Andrew stated, we could look at doing, just have to get permission from State. Commissioner Redlin asked, what are we expected to receive with sales tax? Andrew stated, original planned about \$7,000,000. Our original estimate was right up against maximum expected receipts on sales tax. Mayor Thompson asked, if street is 36', will we have extra money for landscaping. Andrew stated, when I put together estimate, I put together worst case scenario with road base. We want the best use of money for the city. Commissioner Redlin stated, it is an emergency route that drifts when it snows. Mayor Thompson asked, will width of street change how it drifts? Kenton stated, no but road being flat will make it easier to move snow. Commissioner Redlin stated, you showed us streets that are 50' and 36', is there something in the middle? Andrew stated, we can look at it and determine why should go with one width over another. Vice-Mayor Howard stated, 46' and 50' are way too wide for the street. Andrew stated, that is a lot of wasted space that requires maintenance. Vice-Mayor Howard stated, people just have to get used to the width change. Mayor Thompson stated, not many park on 8<sup>th</sup> Street. Andrew stated, not many until you get closer to Main Street. If there are other options you want to review, let me know. Commissioner Redlin stated, I would like to see another option on width if it is not a problem. I want to make sure there is enough room for emergency vehicles. Mayor Thompson stated, a good visual for that is 17<sup>th</sup> Street which is 36' wide.

**REPORTS**

**A. City Manager - 1.** Manager memo is in the packet. **2.** Quarterly reports from Municipal Court and Building Inspection are in the packet, as well as Quarterly Financial Statement. **3.** Monthly Police Activity Report is in the packet. **4.** We are applying for the public transportation grant and the letter of support is in the packet. **5.** Shauna Johnson Deputy City Clerk stated, we submitted our service line inventory to the State. We have about 19 customer in Tier 1, which is lead service line and need to contact for follow-up. No customers in Tier 2 and about 160 in Tier 3 who will get a pamphlet with information. We have to send pamphlet annually or if someone new is in property. I have not heard how many we will have to test at this point. Probably received about 65% public response from our letter, a reminder letter and City crews going house to house. We were able to complete remaining inventory. Kent stated, staff did good job getting responses from public. **6.** Andrew stated, they will do last big pour on Industrial Park project tomorrow which is about 250 yards. They are doing a fairly good job. If weather behaves, should be 100% done with concrete and 80% on sewer lines. Then City has to finish short stretch for water line. Project should wrap up by December 1. Kent stated, they will have some drainage left and widen some entrances like 21<sup>st</sup> Century Bean. Kenton's crew started pouring the T at the entrance to Industrial Park because it is falling apart. Kenton stated, I will look at funds next year to see if we can finish entrance. **7.** Water Tower project is close to completion. They have completed welding the

MINUTES

Goodland City Commission

October 21, 2024

Page 4

roof, railing, ladders and inside manhole. The tower is painted and planned to chlorinate last Friday then tower will be back in operation. **8.** Waterworth proposal in packet is software to help staff provide information to assist on utility rates. This is an annual cost but if it is not what we want, we can terminate it. We received responses from KMEA that we did not feel provided information we needed. Staff hopes this will provide better input for alternatives. Mayor Thompson asked, can they provide a demonstration of software to commission? Kent stated, they can, staff was in favor of proposal and amount is within staff guidelines but we can have presentation for commission to answer questions.

**B. City Commissioners**

**Vice-Mayor Howard – 1.** No Report

**Commissioner Showalter – 1.** Absent, No Report

**Commissioner Myers - 1.** Absent, No Report

**Commissioner Redlin – 1.** No Report

**C. Mayor Thompson– 1.** No Report

**ADJOURNMENT WAS HAD ON A MOTION BY Commissioner Redlin seconded by Vice-Mayor Howard. Motion carried by unanimous VOTE, meeting adjourned at 5:57 p.m. Next meeting is scheduled for November 4, 2024.**

ATTEST:

\_\_\_\_\_  
**Aaron Thompson, Mayor**

\_\_\_\_\_  
**Mary P. Volk, City Clerk**

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				2299 1000 BULBS.COM						
W04189819	1	10/18/24	20947	C9 BULBS/WREATHS & SNOWFLAKES		15-42-3010		342.68	68909	11/04/24
				1000 BULBS.COM				342.68		
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				1615 ADVANCED AUTO BODY						
GEN24-510	1	10/23/24		HAIL REPAIR/PD #8		11-03-3170		5277.50	68910	11/04/24
				ADVANCED AUTO BODY				5277.50		
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				3784 AMAZON CAPITAL SERVICES						
19G1-H4VK-DK1V	1	10/14/24		SCOTCH TAPE		11-03-3120		19.83	68911	11/04/24
19G1-H4VK-DK1V	2	10/14/24		CONFIDENTIAL STAMP		11-03-3120		9.89	68911	11/04/24
19G1-H4VK-DK1V	3	10/14/24		THIN BLUE LINE TIE CLIP X 3		11-03-3160		29.37	68911	11/04/24
1GPL-6MXG-JRMR	1	10/11/24	20902	GLOVES		11-03-3120		67.55	68911	11/04/24
1JM4-XG3L-DJDR	1	9/13/24		SHORT SLEEVE SHIRTS/DAKOTA		11-11-3160		50.60	68911	11/04/24
1LQ7-JR7W-1CLM	1	10/08/24		DOG WASTE BAGS		11-15-3120		45.99	68911	11/04/24
1VHM-VNQ9-4N3W	1	10/15/24	20902	EVIDENCE BAGS		11-03-3120		49.12	68911	11/04/24
1XPJ-FFDD-KV3H	1	10/11/24	20193	J-TECH HDMI X 2		11-02-3120		78.94	68911	11/04/24
1XPJ-FFDD-KV3H	2	10/11/24	20193	DP+ TO HDMI CABLES 15' X 3		11-02-3120		37.11	68911	11/04/24
1XPJ-FFDD-KV3H	3	10/11/24	20193	GMKTEC 5825U MINI/IT BACKBONE		36-01-4010		329.99	68911	11/04/24
1XPJ-FFDD-KV3H	4	10/11/24	20193	GMK TEC MINI PC COMPUTER		15-40-3120		295.38	68911	11/04/24
				AMAZON CAPITAL SERVICES				1013.77		
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				2871 AMERICAN FAMILY LIFE						
PR20241018	1	10/18/24		AFLAC CANCER		11-00-0012	N	33.18	3046053	10/25/24 E
PR20241018	2	10/18/24		AFLAC CANCER		15-00-0012	N	16.02	3046053	10/25/24 E
PR20241018	3	10/18/24		AFLAC CANCER		23-00-0012	N	18.21	3046053	10/25/24 E
PR20241018	4	10/18/24		AFLAC ACCIDENT		11-00-0012	N	71.40	3046053	10/25/24 E
PR20241018	5	10/18/24		AFLAC ACCIDENT		15-00-0012	N	19.02	3046053	10/25/24 E
PR20241018	6	10/18/24		AFLAC ACCIDENT		23-00-0012	N	14.28	3046053	10/25/24 E
PR20241018	7	10/18/24		AFLAC ST DISB		11-00-0012	N	43.08	3046053	10/25/24 E
PR20241018	8	10/18/24		AFLAC ST DISB		15-00-0012	N	43.20	3046053	10/25/24 E
PR20241018	9	10/18/24		AFLAC LIFE RIDR		15-00-0012	N	2.76	3046053	10/25/24 E
PR20241018	10	10/18/24		AFLAC LIFE		11-00-0012	N	21.31	3046053	10/25/24 E
PR20241018	11	10/18/24		AFLAC LIFE		21-00-0012	N	12.51	3046053	10/25/24 E
PR20241018	12	10/18/24		SPEC HLTH EVENT		11-00-0012	N	20.10	3046053	10/25/24 E
PR20241018	13	10/18/24		AFLAC HOSP CONF		11-00-0012	N	51.96	3046053	10/25/24 E
				AMERICAN FAMILY LIFE				367.03		
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				1389 AMERICAN FID						
PR20241018	1	10/18/24		AF CANCER AT		11-00-0012	N	33.55	3046050	10/25/24 E
PR20241018	2	10/18/24		AF CANCER AT		15-00-0012	N	16.90	3046050	10/25/24 E
PR20241018	3	10/18/24		AF CANCER AT		21-00-0012	N	4.95	3046050	10/25/24 E
PR20241018	4	10/18/24		AF CANCER AT		23-00-0012	N	4.95	3046050	10/25/24 E
PR20241018	5	10/18/24		AMER FID CANCER		11-00-0012	N	128.34	3046050	10/25/24 E
PR20241018	6	10/18/24		AMER FID CANCER		15-00-0012	N	115.00	3046050	10/25/24 E
PR20241018	7	10/18/24		AMER FID CANCER		21-00-0012	N	45.13	3046050	10/25/24 E
PR20241018	8	10/18/24		AMER FID CANCER		23-00-0012	N	13.47	3046050	10/25/24 E
PR20241018	9	10/18/24		AMER FID LIFE		11-00-0012	N	209.59	3046050	10/25/24 E
PR20241018	10	10/18/24		AMER FID LIFE		15-00-0012	N	239.16	3046050	10/25/24 E
PR20241018	11	10/18/24		AMER FID LIFE		21-00-0012	N	99.00	3046050	10/25/24 E

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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1389 AMERICAN FID										
PR20241018	12	10/18/24		AMER FID LIFE	23-00-0012		N	99.00	3046050	10/25/24 E
PR20241018	13	10/18/24		AM FID ACCIDENT	11-00-0012		N	102.95	3046050	10/25/24 E
PR20241018	14	10/18/24		AM FID ACCIDENT	15-00-0012		N	84.75	3046050	10/25/24 E
PR20241018	15	10/18/24		AM FID ACCIDENT	21-00-0012		N	17.45	3046050	10/25/24 E
PR20241018	16	10/18/24		AM FID HOSPITAL	15-00-0012		N	26.99	3046050	10/25/24 E
PR20241018	17	10/18/24		AM FID HOSPITAL	21-00-0012		N	7.97	3046050	10/25/24 E
PR20241018	18	10/18/24		AM FID HOSPITAL	23-00-0012		N	7.96	3046050	10/25/24 E
PR20241018	19	10/18/24		AM FD DISABILTY	11-00-0012		N	118.84	3046050	10/25/24 E
PR20241018	20	10/18/24		AM FD DISABILTY	21-00-0012		N	19.38	3046050	10/25/24 E
PR20241018	21	10/18/24		AF CRITICAL CR	11-00-0012		N	35.93	3046050	10/25/24 E
PR20241018	22	10/18/24		AF CRITICAL CR	15-00-0012		N	8.77	3046050	10/25/24 E
								-----		
AMERICAN FID								1440.03		
1390 AMERICAN FIDELITY										
PR20241018	1	10/18/24		AF MED REIMBURS	11-00-0012		N	354.17	3046051	10/25/24 E
PR20241018	2	10/18/24		AF MED REIMBURS	15-00-0012		N	395.00	3046051	10/25/24 E
PR20241018	3	10/18/24		AF MED REIMBURS	21-00-0012		N	119.80	3046051	10/25/24 E
PR20241018	4	10/18/24		AF MED REIMBURS	23-00-0012		N	57.29	3046051	10/25/24 E
								-----		
AMERICAN FIDELITY								926.26		
4119 AMERICAN PAVEMENT SOLUTIO										
GEN24-510	1	11/04/24		FLOW METER DEPOSIT	22-01-5100			750.00	68912	11/04/24
GEN24-510	2	11/04/24		FLOW METER INTEREST	21-42-2350			9.96	68912	11/04/24
								-----		
AMERICAN PAVEMENT SOLUTIO								759.96		
3577 AXON ENTERPRISE IN C										
US289213	1	10/15/24		TASERS X 11	25-01-4020			6087.40	68913	11/04/24
								-----		
AXON ENTERPRISE IN C								6087.40		
1795 BERRY TRACTOR & EQUIPMENT										
02122614	1	10/11/24		HOLDER & FREIGHT/#48 BOMAG	11-11-3060			379.35	68914	11/04/24
								-----		
BERRY TRACTOR & EQUIPMENT								379.35		
4122 BETTIS ASPHALT										
GEN24-511	1	11/04/24		FLOW METER DEPOSIT	22-01-5100			750.00	68915	11/04/24
GEN24-511	2	11/04/24		FLOW METER INTEREST	21-42-2350			3.84	68915	11/04/24
GEN24-525	1	10/11/24		PAY ESTIMATE #1	06-01-3120			375863.24	68915	11/04/24
								-----		
BETTIS ASPHALT								376617.08		
374 BLACK HILLS ENERGY										
GEN24-522	1	10/25/24		GAS CHARGES/POWER PLANT	15-40-2090			432.18	68916	11/04/24
GEN24-523	1	10/22/24		GAS CHARGES/POLICE DEPT	11-03-2100			114.46	68916	11/04/24
GEN24-524	1	10/21/24		GAS CHARGES/CEMETERY	11-19-2100			58.98	68916	11/04/24
								-----		
BLACK HILLS ENERGY								605.62		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				292 BORDER STATES INDUSTRIES						
929198679	1	10/08/24	20937	ICS 2-2 X 5		15-42-3050		28.51	68917	11/04/24
				BORDER STATES INDUSTRIES				28.51		
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				4124 BURLINGTON RADIATOR						
7995	1	10/15/24		REPAIR CORE, TANK/#29		11-11-3060		445.00	68918	11/04/24
				BURLINGTON RADIATOR				445.00		
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				4125 CMI, INC						
8068760	1	10/22/24	20903	DRY GAS CYLINDER/REPLACE PBT'S		11-03-3060		237.90	68919	11/04/24
				CMI, INC				237.90		
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				600 CONSTELLATION NEWENERGY G						
4163623	1	10/30/24		GAS CHARGES/SEPTEMBER 2024		15-40-2090		776.38	68920	11/04/24
				CONSTELLATION NEWENERGY G				776.38		
-----										
				942 CPS DISTRIBUTORS						
0018083924-001	1	10/15/24	20816	RAIN BIRD SPRINKLER X 6		11-23-3060		225.36	68921	11/04/24
0018083924-001	2	10/15/24	20816	RAIN BIRD SPRINKLER X 6		11-23-3110		225.36	68921	11/04/24
0018083924-001	3	10/15/24	20816	1" PINCH CLAMPS X 100		11-15-3120		14.03	68921	11/04/24
0018083924-001	4	10/15/24	20816	FREIGHT		11-23-3060		15.00	68921	11/04/24
0018083924-001	5	10/15/24	20816	FREIGHT		11-15-3120		15.00	68921	11/04/24
				CPS DISTRIBUTORS				494.75		
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				891 DAN BRENNER FORD-MERCURY,						
101531	1	10/18/24		SENSOR/EXHAUST #11		11-03-3170		75.34	68922	11/04/24
101532	1	10/21/24		BUMPER/#24 VACTRON PICKUP		21-42-3170		11.34	68922	11/04/24
				DAN BRENNER FORD-MERCURY,				86.68		
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				4056 FAMILY SUPPORT REGISTRY						
PR20241018	1	10/18/24		CO Child Suppor		23-00-0012	N	184.61	68908	10/25/24
				FAMILY SUPPORT REGISTRY				184.61		
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				211 FARM PLAN						
2562052	1	9/25/24		OIL FILTERS X 2/#71 MOWER		11-11-3060		40.11	68923	11/04/24
2563178	1	9/27/24		AIR CLEANER/#72		11-11-3060		218.34	68923	11/04/24
2569307	1	10/08/24		WING SCREW OIL COOLER/MOWER		11-15-3060		1.87	68923	11/04/24
2573219	1	10/16/24		GASKET/#26 LOADER		11-11-3060		24.15	68923	11/04/24
				FARM PLAN				284.47		
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				2201 FASTENAL COMPANY						
KSCOB134574	1	10/14/24		NUTS AND BOLTS/REFILL BOLT BIN		11-11-3060		63.97	68924	11/04/24
				FASTENAL COMPANY				63.97		

4126 FLATLANDER DIRTWORKS

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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4126 FLATLANDER DIRTWORKS										
GEN24-512	1	11/04/24		FLOW METER DEPOSIT		22-01-5100		750.00	68925	11/04/24
GEN24-512	2	11/04/24		FLOW METER INTEREST		21-42-2350		5.40	68925	11/04/24
								-----		
								755.40		
205 FRONTIER AG										
034950	1	10/25/24		FREIGHT		23-41-3130		23.86	68928	11/04/24
034952	1	10/25/24		FREIGHT		21-40-3130		21.38	68928	11/04/24
122775	1	9/26/24		LT265/70R17 TIRES/#73		11-11-3170		1025.00	68928	11/04/24
123124	1	10/09/24		TIRE REPAIR/#80		21-42-3170		21.40	68928	11/04/24
123393	1	10/21/24		ALIGNMENT/#2		11-03-3170		102.67	68928	11/04/24
123460	1	10/23/24		TIRE REPAIR/#2		11-11-3060		21.40	68928	11/04/24
466149	1	10/18/24		FUEL/#2		11-03-3070		31.89	68928	11/04/24
466252	1	10/19/24		FUEL/#4		11-03-3070		38.70	68928	11/04/24
466265	1	10/19/24		FUEL/#3		11-03-3070		37.38	68928	11/04/24
466307	1	10/19/24		GAS/#7		11-03-3070		38.57	68928	11/04/24
466574	1	10/21/24		FUEL/#4		11-03-3070		35.61	68928	11/04/24
466579	1	10/21/24		FUEL/#5		11-03-3070		34.09	68928	11/04/24
466686	1	10/21/24		FUEL/#10		11-03-3070		29.82	68928	11/04/24
466904	1	10/22/24		FUEL/#11		11-03-3070		33.39	68928	11/04/24
466919	1	10/22/24		FUEL/VAN		11-06-3070		25.65	68928	11/04/24
466971	1	10/22/24		FUEL/#5		11-03-3070		.04	68928	11/04/24
466973	1	10/22/24		FUEL/#05		11-03-3070		38.82	68928	11/04/24
467026	1	10/22/24		FUEL/PD		11-03-3070		21.78	68928	11/04/24
467034	1	10/22/24		FUEL/#10		11-03-3070		31.71	68928	11/04/24
467258	1	10/23/24		FUEL/#11		11-03-3070		30.50	68928	11/04/24
467268	1	10/23/24		FUEL/#80		21-42-3070		53.41	68928	11/04/24
467269	1	10/23/24		FUEL/NEAL PICKUP		21-40-3070		88.07	68928	11/04/24
467270	1	10/23/24		FUEL/VACTRON PICKUP		21-42-3070		61.91	68928	11/04/24
467271	1	10/23/24		FUEL/SEWER PICKUP		23-41-3070		86.66	68928	11/04/24
467283	1	10/23/24		FUEL/#18 & #75		11-11-3070		137.57	68928	11/04/24
467305	1	10/23/24		FUEL/#49		15-42-3070		85.40	68928	11/04/24
467339	1	10/23/24		FUEL/WATER DEPT		21-42-3070		78.46	68928	11/04/24
467595	1	10/24/24		FUEL/#7		11-03-3070		28.83	68928	11/04/24
467614	1	10/24/24		DIESEL/AIR COMPRESSOR		11-15-3070		33.63	68928	11/04/24
467617	1	10/24/24		DIESEL		11-11-3070		61.87	68928	11/04/24
467623	1	10/24/24		DIESEL		15-42-3070		68.26	68928	11/04/24
467626	1	10/24/24		FUEL/#2		11-03-3070		41.23	68928	11/04/24
467678	1	10/24/24		FUEL/#5		11-03-3070		27.80	68928	11/04/24
467696	1	10/24/24		FUEL/#3		11-03-3070		40.82	68928	11/04/24
467957	1	10/25/24		FUEL/VAN		11-06-3070		36.96	68928	11/04/24
468006	1	10/25/24		DIESEL/#19		15-42-3070		92.29	68928	11/04/24
468031	1	10/25/24		FUEL/#5		11-03-3070		26.65	68928	11/04/24
								-----		
FRONTIER AG								2693.48		
1428 GILMORE & BELL										
8055337	1	10/10/24		DISCLOSURE/ANNUAL REPORT		11-02-2140		1200.00	68929	11/04/24
								-----		
GILMORE & BELL								1200.00		
305 GOODLAND PUBLIC LIBRARY										
GEN24-527	1	10/31/24		SH CO DIST/EMPLOYEE BENEFIT		46-01-5050		1386.57	68930	11/04/24

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				305 GOODLAND PUBLIC LIBRARY						
GEN24-527	2	10/31/24		SH CO DIST/LIBRARY		13-01-5050		7114.45	68930	11/04/24
				GOODLAND PUBLIC LIBRARY				8501.02		
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				3100 GRAINGER						
9280876096	1	10/15/24	20630	2 HP ELECTRIC MOTOR		11-13-3030		700.99	68931	11/04/24
				GRAINGER				700.99		
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				3610 GUYER, JONI R.						
GEN24-513	1	11/04/24		CEMETERY CARE/NOVEMBER 2024		11-19-2140	M	4073.33	68932	11/04/24
				GUYER, JONI R.				4073.33		
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				1589 HITCHCOCK INCORPORATED						
170296	1	10/02/24		LINER & LUBE WDA PAD		11-11-3060		67.38	68933	11/04/24
				HITCHCOCK INCORPORATED				67.38		
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				391 HOOVER LUMBER						
348428	1	9/25/24		TOOLS		21-40-3020		688.89	68935	11/04/24
348577	1	9/30/24		LUBE TRIFLOW 12 OZ SPRAY		11-11-3060		17.99	68935	11/04/24
348647	1	10/01/24		BIT HAMMER		21-42-3120		62.97	68935	11/04/24
348688	1	10/01/24		ANTIFREEZE		11-15-3120		21.00	68935	11/04/24
348688	2	10/01/24		ANTIFREEZE		11-23-3110		21.00	68935	11/04/24
348754	1	10/02/24		WASHER, HOSE FLEXOGEN		11-11-3030		39.22	68935	11/04/24
348994	1	10/07/24		PRUNING BLADE 12"		21-42-3120		10.79	68935	11/04/24
349032	1	10/08/24		WATER NOZZLE, GLOVES, HOSE		11-11-3030		106.16	68935	11/04/24
349083	1	10/09/24		PAINT MARKERS		11-11-3120		26.97	68935	11/04/24
349108	1	10/09/24		ANTIFREEZE/BATHROOMS		11-15-3120		21.00	68935	11/04/24
349145	1	10/10/24		REBAR 5/8" X 20'		11-11-3120		343.80	68935	11/04/24
349210	1	10/11/24		DIAB RECIP CARB 9", METAL CUT		21-42-3120		134.83	68935	11/04/24
349368	1	10/14/24		1/2" SQUEEZE CONNECTOR		11-11-3030		3.23	68935	11/04/24
349599-TAX	1	10/18/24		BIT SECURITY T27 TORX		15-40-3020		2.41	68935	11/04/24
				HOOVER LUMBER				1500.26		
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				1733 IN THE CAN LLC						
GEN24-514	1	11/04/24		SOLID WASTE CONTRACT/NOVEMBER		30-01-2220		46232.00	68936	11/04/24
				IN THE CAN LLC				46232.00		
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				1969 INTEGRATED CONTROLS						
7005	1	10/22/24		SUPPORT/WATER TREATMENT PLANT		21-40-2140		330.00	68937	11/04/24
				INTEGRATED CONTROLS				330.00		
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				3249 INTERNAL REVENUE SERVICE						
PR20241018	1	10/18/24		FED/FICA TAX		11-00-0011	N	12213.66	3046054	10/25/24 E
PR20241018	2	10/18/24		FED/FICA TAX		15-00-0011	N	6715.47	3046054	10/25/24 E
PR20241018	3	10/18/24		FED/FICA TAX		21-00-0011	N	1357.37	3046054	10/25/24 E
PR20241018	4	10/18/24		FED/FICA TAX		23-00-0011	N	938.04	3046054	10/25/24 E
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INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
INTERNAL REVENUE SERVICE								21224.54		
2023 JCI INDUSTRIES INC										
8273712	1	10/11/24	20712	MECHANICAL SEAL REPAIR		15-40-3060		1244.06	68938	11/04/24
JCI INDUSTRIES INC								1244.06		
1072 KANSAS PAYMENT CENTER										
PR20241018	1	10/18/24		INCOME WITHOLD		11-00-0012	N	96.46	3046049	10/25/24 E
KANSAS PAYMENT CENTER								96.46		
3392 KLING, JAKE D.										
GEN24-515	1	11/04/24		ATTORNEY/NOVEMBER 2024		11-02-2140	M	5250.00	68939	11/04/24
KLING, JAKE D.								5250.00		
1220 KS DEPT OF BEV										
GEN24-514	1	11/04/24		CMB LICENSE		11-02-3120		25.00	68940	11/04/24
KS DEPT OF BEV								25.00		
865 KS DEPT TAX										
PR20241018	1	10/18/24		STATE TAX		11-00-0011	N	2501.20	3046048	10/25/24 E
PR20241018	2	10/18/24		STATE TAX		15-00-0011	N	1494.15	3046048	10/25/24 E
PR20241018	3	10/18/24		STATE TAX		21-00-0011	N	305.14	3046048	10/25/24 E
PR20241018	4	10/18/24		STATE TAX		23-00-0011	N	213.87	3046048	10/25/24 E
KS DEPT TAX								4514.36		
523 KS PUBLIC EMP. RETIREMENT										
PR20241018	1	10/18/24		KPERS		11-00-0012	N	2389.61	3046047	10/25/24 E
PR20241018	2	10/18/24		KPERS		15-00-0012	N	2110.47	3046047	10/25/24 E
PR20241018	3	10/18/24		KPERS		21-00-0012	N	206.87	3046047	10/25/24 E
PR20241018	4	10/18/24		KPERS		23-00-0012	N	206.86	3046047	10/25/24 E
PR20241018	5	10/18/24		KPERS II		11-00-0012	N	1829.77	3046047	10/25/24 E
PR20241018	6	10/18/24		KPERS II		15-00-0012	N	1406.86	3046047	10/25/24 E
PR20241018	7	10/18/24		KPERS II		21-00-0012	N	97.48	3046047	10/25/24 E
PR20241018	8	10/18/24		KPERS II		23-00-0012	N	97.48	3046047	10/25/24 E
PR20241018	9	10/18/24		KPERS III		11-00-0012	N	3613.26	3046047	10/25/24 E
PR20241018	10	10/18/24		KPERS III		15-00-0012	N	1293.54	3046047	10/25/24 E
PR20241018	11	10/18/24		KPERS III		21-00-0012	N	681.97	3046047	10/25/24 E
PR20241018	12	10/18/24		KPERS III		23-00-0012	N	416.31	3046047	10/25/24 E
PR20241018	13	10/18/24		KPERS D&D		11-00-0012	N	513.29	3046047	10/25/24 E
PR20241018	14	10/18/24		KPERS D&D		15-00-0012	N	315.24	3046047	10/25/24 E
PR20241018	15	10/18/24		KPERS D&D		21-00-0012	N	64.64	3046047	10/25/24 E
PR20241018	16	10/18/24		KPERS D&D		23-00-0012	N	47.23	3046047	10/25/24 E
KS PUBLIC EMP. RETIREMENT								15290.88		
3778 LAW OFFICE AMBER M BREHM										
PR20241018	1	10/18/24		BREHM LAW OFFIC		11-00-0012	N	366.83	68907	10/25/24
LAW OFFICE AMBER M BREHM								366.83		



INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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GEN24-516	1	10/27/24		4127 LOHR, JAN FLAG POLE/CEMETERY		11-19-3030		315.36	68941	11/04/24
				LOHR, JAN				315.36		
GEN24-526	1	10/29/24		917 MILLER CONSTRUCTION SERV PAY ESTIMATE #4		04-01-2050	M	454968.01	68942	11/04/24
				MILLER CONSTRUCTION SERV				454968.01		
PR20241018	1	10/18/24		2104 NATIONWIDE TRUST CO. FSB NATIONWIDE TRST		11-00-0012	N	575.00	3046052	10/25/24 E
PR20241018	2	10/18/24		NATIONWIDE TRST		15-00-0012	N	265.00	3046052	10/25/24 E
				NATIONWIDE TRUST CO. FSB				840.00		
5617-250471	1	10/07/24		3502 O'REILLY AUTO PARTS BLOWER MOTOR		11-11-3060		32.47	68943	11/04/24
5617-250580	1	10/09/24		BLOWER MOTOR & RESISTOR		11-11-3060		87.49	68943	11/04/24
				O'REILLY AUTO PARTS				119.96		
4172	1	10/28/24		3003 OVERHEAD DOOR CO. OF NW K ADJUST DOOR, LUBRICATE		15-42-3030		143.25	68944	11/04/24
				OVERHEAD DOOR CO. OF NW K				143.25		
GEN24-517	1	11/04/24		2401 PAW WASH ANIMAL CONTROL/NOVEMBER 2024		11-05-2140		2100.00	68945	11/04/24
				PAW WASH				2100.00		
GEN24-518	1	11/04/24		3759 PRAIRIESPRINGS HOSPITALIT SALES TAX REIMB		28-01-2050		9578.59	68946	11/04/24
				PRAIRIESPRINGS HOSPITALIT				9578.59		
PR20241018	1	10/18/24		1683 PRINCIPAL MUTUAL LIFE INS PRIN. MUTUAL		11-00-0012	N	106.47	68905	10/25/24
PR20241018	2	10/18/24		PRIN. MUTUAL		15-00-0012	N	290.09	68905	10/25/24
				PRINCIPAL MUTUAL LIFE INS				396.56		
DE280000360-24	1	9/30/24		4065 PVS DX, INC. CHLORINE CYLINDERS		21-40-3040		160.00	68947	11/04/24
				PVS DX, INC.				160.00		
216987	1	10/23/24		2138 S & M REPAIR LLC TRANSMISSION SERVICE/INTL4300		15-42-3060		752.74	68948	11/04/24
D689G	1	9/18/24		CLEANUP LOT/121 W 14TH		11-09-2140		5000.00	68948	11/04/24
				S & M REPAIR LLC				5752.74		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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1442 S & T COMMUNICATIONS, INC										
10922401	1	11/01/24		ALARMS		15-44-2180		38.73	68949	11/04/24
10922401	2	11/01/24		ALARMS		23-41-2180		12.91	68949	11/04/24
10922401	3	11/01/24		ALARMS		11-17-2180		12.91	68949	11/04/24
10922401	4	11/01/24		ALARMS		21-40-2180		11.38	68949	11/04/24
								-----		
								75.93		
4128 SALIGA, DAVID										
GEN24-518	1	10/22/24		OVEPAYMENT ON ACCT		15-44-3180		100.00	68950	11/04/24
								-----		
								100.00		
407 SALINA SUPPLY COMPANY										
S100260693.011	1	10/28/24	20384	MALE YOKE COUPLERS		21-42-3050		198.59	68951	11/04/24
S100269910.001	1	10/14/24	20544	1.5" X 1" STRAIGHT COUPLING		21-42-3050		1732.40	68951	11/04/24
S100272351.002	1	10/01/24	20557	WATER PRESSURE TEST GAUGE		21-40-3120		223.63	68951	11/04/24
S100272351.003	1	10/01/24	20557	1.5" PVC SPEER VALVES		21-40-3120		1385.98	68951	11/04/24
S100273159.001	1	10/14/24	20564	CTS BLUE, COUPLINGS, BOLTS		21-42-3050		1853.80	68951	11/04/24
S100273159.002	1	10/28/24	20564	2" ANGLE METER VALVE		21-42-3050		460.15	68951	11/04/24
S100273159.003	1	10/28/24		FLEX METER COUPLING, 1.5X5COUP		21-42-3050		527.85	68951	11/04/24
S100274433.001	1	10/22/24	20405	10X8" MJ REDUCER X 1		21-42-3050		241.56	68951	11/04/24
S1100272351.001	1	10/01/24	20557	2" SPEER VALVES		21-40-3120		2054.97	68951	11/04/24
								-----		
								8678.93		
2265 SCHERMERHORN, KATHY										
GEN24-519	1	11/04/24		ANIMAL CONTROL/NOVEMBER 2024		11-05-2140	M	1500.00	68952	11/04/24
								-----		
								1500.00		
413 SCHLOSSER, INC.										
12698	1	10/21/24		CONCRETE/INDUSTRIAL PARK		11-11-4050		11562.00	68953	11/04/24
12734	1	10/25/24		PARKING STOPS X 5		26-01-4010		250.00	68953	11/04/24
								-----		
								11812.00		
421 SHARE CORPORATION										
282780	1	10/03/24	20398	AFTEREFFECT		21-40-3040		1785.89	68954	11/04/24
								-----		
								1785.89		
427 SHORES NAPA										
332848	1	9/27/24		CLAMP		11-11-3060		25.12	68959	11/04/24
332906	1	9/27/24		SPRINKLER & BUSHING X 2		11-25-3150		209.77	68959	11/04/24
332914	1	9/27/24		BREAKERS		15-42-3050		17.43	68959	11/04/24
332966	1	9/27/24		COUPLER, RISER/SPRINKLER FIT		11-25-3150		21.86	68959	11/04/24
333088	1	9/30/24		ELBOW, COUPLINGS		11-19-3120		30.65	68959	11/04/24
333093	1	9/30/24		BOX, OUTLET, COVER		15-42-3010		16.10	68959	11/04/24
333138-24	1	9/30/24		TRUCK BATTERY/#81		11-11-3060		284.98	68959	11/04/24
333146	1	9/30/24		M18 XC5.0 2 BATTERY		11-11-3020		252.70	68959	11/04/24
333146	2	9/30/24		FUEL CONDITIONER		11-11-3060		21.28	68959	11/04/24
333269	1	10/01/24		REPELLENANT		11-02-3120		17.99	68959	11/04/24
333392	1	10/02/24		SPRINLER & ELBOW		11-19-3120		37.96	68959	11/04/24

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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427 SHORES NAPA										
333393	1	10/02/24		BATTERIES, MARKERS, PAINT		11-11-3120		111.91	68959	11/04/24
333492	1	10/03/24		SWITCH		21-42-3060		31.45	68959	11/04/24
333669	1	10/04/24		WASH & WAX		11-15-3120		10.49	68959	11/04/24
333696	1	10/04/24		TRASH BAGS, NOZZLES X 2		23-41-3120		37.96	68959	11/04/24
333831	1	10/07/24		GLOVES		11-11-3120		23.98	68959	11/04/24
333848	1	10/07/24		V-BELT, LIGHT BULBS, FILTER		11-15-3060		23.89	68959	11/04/24
333848	2	10/07/24		COMPACT PACKOUT TOOL		11-15-3020		28.26	68959	11/04/24
333848	3	10/07/24		TRASH BAGS, DETERGENT		11-15-3120		21.98	68959	11/04/24
333848	4	10/07/24		HEARING PROTECTION		11-15-3160		67.99	68959	11/04/24
333895	1	10/07/24		SAFETY GLASSES		11-15-3160		3.49	68959	11/04/24
333895	2	10/07/24		COUPLING & HOSE CLAMPS		11-15-3120		19.18	68959	11/04/24
333989	1	10/08/24		SEALS, ADAPTERS, Y FITTING		11-11-3030		37.70	68959	11/04/24
334063	1	10/09/24		SHOP TOWELS		21-40-3120		22.82	68959	11/04/24
334071	1	10/09/24		OIL, HYDRAULIC FILTER/#26		11-11-3060		80.16	68959	11/04/24
334174	1	10/10/24		AIR FILTER, CABIN AIR/#26		11-11-3060		52.18	68959	11/04/24
334209	1	10/10/24		LIGHT TIMER/TENNIS COURT		11-23-3030		99.99	68959	11/04/24
334215	1	10/10/24		2 HOLE STRAPS		15-42-3120		13.95	68959	11/04/24
334306	1	10/11/24		HYDRAULIC FILTER/#26		11-11-3060		53.17	68959	11/04/24
334326	1	10/11/24		BRAKE BADS, SWAYBAR, FILTER/#4		11-03-3170		139.41	68959	11/04/24
334347	1	10/11/24		HAMMERDRILL		11-11-3020		25.16	68959	11/04/24
334405	1	10/11/24		POWER STEERING PUMP/#79		21-42-3060		6.42	68959	11/04/24
334515	1	10/14/24		BATTERY/#6		11-03-3170		151.99	68959	11/04/24
334680	1	10/15/24		WINDSHIELD WASHER FLUID		11-15-3170		3.73	68959	11/04/24
334690	1	10/15/24		COUPLER, GLOVES, GREASE CART		11-11-3060		144.38	68959	11/04/24
334766	1	10/16/24		OIL FILTER/JD MOWER		11-15-3060		8.00	68959	11/04/24
334767	1	10/16/24		10 PIECE COMBO TOOL SET		11-15-3020		42.49	68959	11/04/24
334976	1	10/17/24		PAINT, COUPLERS, WASHERS		11-15-3120		64.16	68959	11/04/24
335070	1	10/18/24		CABLE, CLAMPS, BUCKLES		11-23-3030		25.53	68959	11/04/24
335080	1	10/18/24		ROPE #5 STARTER		23-41-3060		3.30	68959	11/04/24
335105	1	10/18/24		HAND PUMP, ROTARY HAND PUMP		11-11-3060		152.98	68959	11/04/24
335127	1	10/18/24		BODY HARDWARE		15-42-3120		7.28	68959	11/04/24
335131	1	10/18/24		CORD		23-41-3060		.51	68959	11/04/24
335281	1	10/21/24		BATTERY/#3		11-03-3170		151.99	68959	11/04/24
335372	1	10/21/24		SPARK PLUG/CONCRETE VIBRATOR		11-11-3060		4.03	68959	11/04/24
335560	1	10/23/24		TEFLON, VALVE		15-42-3120		33.76	68959	11/04/24
335566	1	10/23/24		HARDWARE, OIL/AIR FILTER #79		21-42-3060		36.21	68959	11/04/24
335568	1	10/23/24		TAPE, VOLT DETECTOR, TORCH		11-11-3060		72.96	68959	11/04/24
335593	1	10/23/24		SCREWS		21-42-3120		35.82	68959	11/04/24
335595	1	10/23/24		CORD, BUTANE		11-11-3060		6.84	68959	11/04/24
335618	1	10/23/24		DISPOSABLE GLOVES		15-40-2310		164.61	68959	11/04/24
335645	1	10/23/24		KEYS X 3		21-40-3120		9.00	68959	11/04/24
335682	1	10/24/24		OIL, FILTER		15-42-3170		90.16	68959	11/04/24
335705	1	10/24/24		OIL/AIR FILTERS		15-42-3060		128.37	68959	11/04/24
335706	1	10/24/24		FUEL FILTER/#79		21-42-3060		11.06	68959	11/04/24
								-----		
SHORES NAPA								3196.54		
438 STANION WHOLESALE ELECTRI										
5494574-02	1	10/01/24	20078	6T METER CAN X 2		15-42-3050		1000.93	68960	11/04/24
5751314-00	1	10/09/24	20749	4 POINT JUNCTION		15-42-3050		1124.88	68960	11/04/24
5811579-00	1	10/29/24	20948	#12 WIRE		15-42-3050		697.26	68960	11/04/24
								-----		
STANION WHOLESALE ELECTRI								2823.07		

INVOICE NO	LN	DATE	PO NO	REFERENCE	TRACK		1099	NET	CHECK	PD DATE
					CD	GL ACCOUNT				
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				4004 SYN-TECH SYSTEMS						
304405	1	10/25/24		FUEL SYSTEM REPAIR		36-01-4010		752.50	68961	11/04/24
				SYN-TECH SYSTEMS				752.50		
				153 THE UNIVERSITY OF KANSAS						
E9778BE1	1	10/25/24	20905	HUMAN TRAFFIC INVESTIGATE/MADE		25-01-2170		50.00	68962	11/04/24
				THE UNIVERSITY OF KANSAS				50.00		
				1014 TIMBER LINE ELECTRIC & CO						
9375	1	10/18/24		SUPPORT/KS PRESSURE TRANSDUCER		21-40-3060		2308.00	68963	11/04/24
				TIMBER LINE ELECTRIC & CO				2308.00		
				2159 TRIPLETT INC						
GEN24-520	1	11/04/24		SALES TAX REIMB		28-01-2060		6008.72	68964	11/04/24
				TRIPLETT INC				6008.72		
				2784 USD # 352						
GEN24-521	1	11/04/24		SCHOOL SALES TAX		11-02-2050		36188.77	68965	11/04/24
				USD # 352				36188.77		
				2895 VISION CARE DIRECT ADM.						
PR20241018	1	10/18/24		VISION CARE DIR		11-00-0012	N	159.59	68906	10/25/24
PR20241018	2	10/18/24		VISION CARE DIR		15-00-0012	N	99.53	68906	10/25/24
PR20241018	3	10/18/24		VISION CARE DIR		21-00-0012	N	14.82	68906	10/25/24
				VISION CARE DIRECT ADM.				273.94		
				640 WAL*MART						
00303	1	10/04/24		OFFICE/CLEANING SUPPLIES		15-40-3120		114.95	68966	11/04/24
00653	1	10/09/24		CLEANING SUPPLIES		15-42-3120		111.07	68966	11/04/24
00771-24	1	10/04/24		CLEANING SUPPLIES		11-11-3120		27.14	68966	11/04/24
00773	1	10/14/24		POWER STRIP, CORDS/EXHIBIT		11-17-3130		8.86	68966	11/04/24
00821	1	10/04/24		OFFICE/CLEANING SUPPLIES		23-41-3120		35.82	68966	11/04/24
01978	1	9/20/24		POSTER BOARD & MARKERS		11-03-3120		13.59	68966	11/04/24
02095	1	9/30/24		EOQ GIFT CARD		11-03-3120		104.94	68966	11/04/24
07886	1	9/24/24		WATER		23-41-3120		21.44	68966	11/04/24
09616	1	11/04/24		PAPER TOWELS		11-03-3120		19.87	68966	11/04/24
09616	2	11/04/24		OFFICE SUPPLIES		11-02-3120		76.11	68966	11/04/24
				WAL*MART				533.79		
				4017 WESTERN SPRINKLERS, INC						
120436	1	10/25/24		REPAIR WELL #11		21-40-2140		21711.50	68967	11/04/24
				WESTERN SPRINKLERS, INC				21711.50		
				***** REPORT TOTAL *****				1082658.99		

JRNL ID/ ACCOUNT NUMBER	OTHER NUMBER/ ACCOUNT TITLE	OTHER REFERENCE/ REFERENCE	DEBIT	CREDIT	BANK #
PAYROLL					
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 10/22	11,027.06		
07-00-0001	SELF INSUR CASH	STOP LOSS 10/22		11,027.06	1
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	STOP LOSS 10/29	8,320.81		
07-00-0001	SELF INSUR CASH	STOP LOSS 10/29		8,320.81	1
15-00-0010	ELECTRIC A/C PAYABLE	GWORKS CC	6,677.13		
15-00-0001	ELECTRIC CASH	GWORKS CC		6,677.13	1
Journal Total :			26,025.00	26,025.00	
Sub Total			26,025.00	26,025.00	
** Report Total **			26,025.00	26,025.00	

FUND	NAME	DEBITS	CREDITS
07	SELF INSURANCE	19,347.87	19,347.87
15	ELECTRIC UTILITY	6,677.13	6,677.13
TOTALS		26,025.00	26,025.00

\*\* Transactions affected cash may need to be entered in Bank Rec! \*\*  
 \*\* Review transactions that have a number in the Bank # column. \*\*

ACCOUNT NUMBER	ACCOUNT TITLE	DEBITS	CREDITS	NET
07-00-0001	SELF INSUR CASH	.00	19,347.87	19,347.87-
07-01-5030	SELF INSUR BCBS STOP LOSS PYMT	19,347.87	.00	19,347.87
15-00-0001	ELECTRIC CASH	.00	6,677.13	6,677.13-
15-00-0010	ELECTRIC A/C PAYABLE	6,677.13	.00	6,677.13
		=====	=====	=====
	TRANSACTION TOTALS	26,025.00	26,025.00	.00

# PAYROLL REGISTER

ORDINANCE #2024-P21

10/25/2024

<u>DEPARTMENT</u>	<u>GROSS PAY</u>
GENERAL	54,965.71
ELECTRIC	31,526.03
WATER	6,463.29
SEWER	4,722.52
TOTAL	<u>97,677.55</u>

PASSED AND SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



## CITY COMMISSION COMMUNICATION FORM

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**FROM:** Joshua Jordan, IT Director

**DATE:** October 24, 2024

**ITEM:** Resolution 1648

**NEXT STEP:** Commission Motion

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

I am requesting the Commission to allow the Mayor to sign the grant documents for the SLCGP grants sponsored by the Department of Homeland Security. These set of 4 grants were granted on October 23, 2024 in the total amount of \$109,551.

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff recommends approval of Resolution 1648 to authorize the Mayor to sign the grant documents

**III. FISCAL IMPACTS:**

\$0, this year the documents show the state is providing the matching funds, saving the City an additional \$12,172. The total savings to the City is the budgeted amount for all of the backbone for 10 years.

**IV. BACKGROUND INFORMATION:**

This grant is part of the Infrastructure Investment and Jobs Act. The grants were originally submitted in April of 2024. We received all 4 grants that were submitted. The four grants are for:

- Upgrading Police Dept. MDU in the amount of \$36,696.00
- Replacing a Server in the amount of \$47,800.00
- Adding an additional NAS in the amount of \$20,955.00
- Replacing aging Wireless Bridges in the Amount of \$4,100.00

**VII. SUMMARY AND ALTERNATIVES:**

Commission may take one of the following actions:

1. Approve the proposal as requested.
2. Reject the proposal and move to deny the request.
3. Direct staff to pursue an alternative approach.





RESOLUTION NO. 1648

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE FOR AND ON BEHALF OF THE CITY OF GOODLAND, KANSAS State & Local Cybersecurity Grant Program (SLCGP) Grants 2022-002, 2022-003, 2022-004, 2022-005 between the Kansas Information Security Office (KISO), and Department of Homeland Security (DHS) and the City of GOODLAND, KANSAS

WHEREAS, the City of Goodland has applied for, and has been approved for the following grants:

- 2022-002 for MDU Upgrades in the amount of \$36,696.00
- 2022-003 for New NAS for archiving in the amount of \$20, 955.00
- 2022-004 for a New Server in the amount of \$47,800.00
- 2022-005 for Wireless Bridge upgrades in the amount of \$4,100.00, and

WHEREAS, the KISO has approved the use of SLCGP Funds for this purpose, limited to the scope of the Project, as further described in the agreement, and

WHEREAS, the KISO, DHS, and the City of Goodland are empowered by the laws of Kansas to enter into agreements for the purchase of hardware and software for the improvement of the City's cybersecurity posture, and

WHEREAS, the KISO, DHS, and the City of Goodland desire to enter into this Agreement to participate in the cost of the Projects by use of Grant funds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS:

SECTION 1. That the Mayor is authorized and directed to execute for and on behalf of the City of Goodland, Kansas, SLCGP Grants 2022-002, 2022-003, 2022-004, and 2022-005 AGREEMENT between the Kansas Information Security Office, Department of Homeland Security, and the City of GOODLAND, KANSAS

PASSED AND ADOPTED this 4th day of November, 2024 by the Governing Body of the City of Goodland, Kansas.

\_\_\_\_\_  
Aaron Thompson, Mayor

ATTEST:

\_\_\_\_\_  
Mary P. Volk, City Clerk

October 23, 2024

*Via email*

City of Goodland

Joshua Jordan

[joshua.jordan@goodlandks.gov](mailto:joshua.jordan@goodlandks.gov)

Re: FY22 State and Local Cybersecurity Grant Program  
Project 2022-002 City of Goodland - MDT Upgrades

Dear Recipient:

Congratulations! On behalf of the Kansas Cybersecurity Planning Committee, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$36,696.00. As a condition of the award, you are required to contribute a cost match in the amount of \$4,077.00 (for this award, the State of Kansas will cover the cost match.)

Before you request and receive any of the funds awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms contained in the following documents are incorporated into the terms of your award. Please initial next to each item:

- \_\_\_\_\_ SLCGP Memorandum of Agreement (MOA). Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Terms and Conditions - FY 2022 (attached to this Award letter)
- \_\_\_\_\_ Procurement Attestation (attached to this Award letter) Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Agreement Articles (attached to this Award letter)

In order to establish acceptance of this award and its terms, you must return a signed copy of this letter and MOA within 45 days. Signer must have contracting authority for the subrecipient entity.

By signature below, City of Goodland accepts this award and agrees to abide by the conditions set out above.

Sincerely,

*Erin McGinnis*

Erin McGinnis  
State Administrative Authority (SLCGP)  
Kansas Information Security Office

Signature on following page:

City of Goodland

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of authorized signer

JD5UEV4UTKQ6  
Entity Unique Entity Identifier (UEI)

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

October 23, 2024

*Via email*

City of Goodland

Joshua Jordan

[joshua.jordan@goodlandks.gov](mailto:joshua.jordan@goodlandks.gov)

Re: FY22 State and Local Cybersecurity Grant Program  
Project 2022-005 City of Goodland - Server Updates - Wireless Bridges

Dear Recipient:

Congratulations! On behalf of the Kansas Cybersecurity Planning Committee, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$4,100.00. As a condition of the award, you are required to contribute a cost match in the amount of \$456.00 (for this award, the State of Kansas will cover the cost match.)

Before you request and receive any of the funds awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms contained in the following documents are incorporated into the terms of your award. Please initial next to each item:

- \_\_\_\_\_ SLCGP Memorandum of Agreement (MOA). Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Terms and Conditions - FY 2022 (attached to this Award letter)
- \_\_\_\_\_ Procurement Attestation (attached to this Award letter) Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Agreement Articles (attached to this Award letter)

In order to establish acceptance of this award and its terms, you must return a signed copy of this letter and MOA within 45 days. Signer must have contracting authority for the subrecipient entity.

By signature below, City of Goodland accepts this award and agrees to abide by the conditions set out above.

Sincerely,

*Erin McGinnis*

Erin McGinnis  
State Administrative Authority (SLCGP)  
Kansas Information Security Office

Signature on following page:

City of Goodland

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of authorized signer

JD5UEV4UTKQ6  
Entity Unique Entity Identifier (UEI)

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

October 23, 2024

*Via email*

City of Goodland  
Joshua Jordan  
[joshua.jordan@goodlandks.gov](mailto:joshua.jordan@goodlandks.gov)

Re: FY22 State and Local Cybersecurity Grant Program  
Project 2022-003 City of Goodland - New NAS for Archiving

Dear Recipient:

Congratulations! On behalf of the Kansas Cybersecurity Planning Committee, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$20,955.00. As a condition of the award, you are required to contribute a cost match in the amount of \$2,328.00 (for this award, the State of Kansas will cover the cost match.)

Before you request and receive any of the funds awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms contained in the following documents are incorporated into the terms of your award. Please initial next to each item:

- \_\_\_\_\_ SLCGP Memorandum of Agreement (MOA). Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Terms and Conditions - FY 2022 (attached to this Award letter)
- \_\_\_\_\_ Procurement Attestation (attached to this Award letter) Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Agreement Articles (attached to this Award letter)

In order to establish acceptance of this award and its terms, you must return a signed copy of this letter and MOA within 45 days. Signer must have contracting authority for the subrecipient entity.

By signature below, City of Goodland accepts this award and agrees to abide by the conditions set out above.

Sincerely,

*Erin McGinnis*

Erin McGinnis  
State Administrative Authority (SLCGP)  
Kansas Information Security Office

Signature on following page:

City of Goodland

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of authorized signer

JD5UEV4UTKQ6  
Entity Unique Entity Identifier (UEI)

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

October 23, 2024

*Via email*

City of Goodland

Joshua Jordan

[joshua.jordan@goodlandks.gov](mailto:joshua.jordan@goodlandks.gov)

Re: FY22 State and Local Cybersecurity Grant Program  
Project 2022-004 City of Goodland - Server Updates - Aging R710

Dear Recipient:

Congratulations! On behalf of the Kansas Cybersecurity Planning Committee, your application for financial assistance submitted under the Fiscal Year (FY) 2022 State and Local Cybersecurity Grant Program has been approved in the amount of \$47,800.00. As a condition of the award, you are required to contribute a cost match in the amount of \$5,311.00 (for this award, the State of Kansas will cover the cost match.)

Before you request and receive any of the funds awarded to you, you must establish acceptance of this award. By accepting this award, you acknowledge that the terms contained in the following documents are incorporated into the terms of your award. Please initial next to each item:

- \_\_\_\_\_ SLCGP Memorandum of Agreement (MOA). Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Terms and Conditions - FY 2022 (attached to this Award letter)
- \_\_\_\_\_ Procurement Attestation (attached to this Award letter) Please review and have this signed by a person with contracting authority for the subrecipient entity.
- \_\_\_\_\_ DHS Agreement Articles (attached to this Award letter)

In order to establish acceptance of this award and its terms, you must return a signed copy of this letter and MOA within 45 days. Signer must have contracting authority for the subrecipient entity.

By signature below, City of Goodland accepts this award and agrees to abide by the conditions set out above.

Sincerely,

*Erin McGinnis*

Erin McGinnis  
State Administrative Authority (SLCGP)  
Kansas Information Security Office

Signature on following page:



City of Goodland

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of authorized signer

JD5UEV4UTKQ6  
Entity Unique Entity Identifier (UEI)

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



**Fiscal Year (FY) 2022  
State and Local Cybersecurity Grant Program (SLCGP)  
Memorandum of Agreement (MOA)**



Assistance Listings #: 97.137  
Federal Award ID Number: EMW-2022-CY-00012  
**between**

<b>RECIPIENT</b>	<b>SUBRECIPIENT</b>	
State of Kansas	City of Goodland	
Kansas Information Security Office (KISO)	204 W. 11th St	
Landon State Office Building	Goodland, Kansas, 67735-2840	
900 SW Jackson St., Room 803	UEI #:	JD5UEV4UTKQ6
Topeka KS 66612	Project #:	2022-002
	Project Name:	MDT Upgrades
Award Amount:	\$36,696.00	
Federal Award ID Number:	EMW-2022-CY-00012	
Federal Period of Performance (POP):	September 1, 2022 to August 31, 2026	

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.ebit.ks.gov/divisions/slcgp) and <https://www.ebit.ks.gov/divisions/slcgp>

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the State of Kansas Cybersecurity Plan, in accordance with the Department of Homeland Security Notice of Funding Opportunity ([NOFO](#)) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

**2. Program Authorization and Regulations**

This MOA is authorized under the provisions of:

- (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g),
- (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58),
- (3) FY 2022 SLCGP Notice of Funding Opportunity ([NOFO](#)),
- (4) Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and
- (5) Letter, dated October 26, 2022, from Governor Laura Kelly to the Secretary of the US Department of Homeland Security delegating authority to the State of Kansas Information Security Office (KISO) as the State Administrative Agency (SAA) for the SLCGP.
- (6) State of Kansas Cybersecurity Plan

The funds awarded under this grant must be used in compliance with all applicable federal, state, local, and tribal laws and regulations. By accepting this award, SUBRECIPIENT agrees to use these funds in a manner consistent with all applicable laws and regulations.

### 3. Funding

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from DHS and Kansas Information Security Office (KISO) for the purposes set forth, and the MOA shall automatically terminate if funds cease to be available.

Allowable costs shall be determined in accordance with applicable DHS Program Guidelines, which include, but may not be limited to, the FY2022 SLCGP [NOFO](#), 2 CFR 200 Subpart E, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21, and applicable DHS and FEMA financial management guidance available at <https://www.dhs.gov/dhs-grants> and <https://www.fema.gov/grants/guidance-tools>. Allowable costs are also subject to the approval of the State Administrative Agency (SAA) for the State of Kansas, which is the KISO.

### 4. Funding Eligibility Criteria

Federal funds administered through RECIPIENT (KISO on behalf of State of Kansas) are available to local governments to assist in the cost of developing and maintaining a comprehensive cybersecurity preparedness posture program.

Local government is defined in 6 U.S.C. § 101(13) as

- A) A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments, regional or interstate government entity, or agency or instrumentality of a local government;
- B) An Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional Native Corporation; and
- C) A rural community, unincorporated town or village, or other public entity.

Federally recognized tribes are also included as eligible local government pass-through entities per the FY22 SLCGP [NOFO](#).

Continued SLCGP funding is contingent upon completion of all SLCGP funding requirements. The following eligibility criteria must be adhered to during the entire duration of the grant program:

SUBRECIPIENT must:

- A. Be established as a local government entity as defined above by appropriate resolution/ordinance.
- B. Have the MOA executed by an official with signing/contracting authority for the SUBRECIPIENT.
- C. Have a Unique Entity ID (UEID) prior to any funds being released. UEID may be obtained from <http://www.sam.gov>.
- D. Ensure their organization is registered with the System for Award Management (SAM) and that their organization maintains an active SAM registration, i.e. renewed annually. Every applicant is required to have their name, address, and UEID up to date in SAM, and the UEID used in SAM must be the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct, and that an active SAM registration is properly maintained.

- E. Register for an account in the Euna Grants Portal (formerly eCivis), the grants management program that will be used to submit documentation to the state.
- F. Complete any procurement(s) and expenditures no later than 05/31/26.
- G. Submit Requests for Reimbursement (RFRs) with all required documentation attached. RFRs will not be processed unless/until annual report submissions are current. See SUBRECIPIENT paragraph 9.F. below.
- H. Register in the Euna Grants Portal (formerly eCivis), the grants management program used for the Kansas SLCGP.

## 5. Compensation

RECIPIENT agrees that it will pay SUBRECIPIENT compensation for eligible services rendered by SUBRECIPIENT. Payment to SUBRECIPIENT for expenditures under this MOA will be reimbursed after SUBRECIPIENT's RFR is submitted and approved for eligible scope of work activity. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced, products or services received (i.e., invoices, contracts, itemized expenses, etc.), and proof of payment is provided. Final RFR must be submitted no later than 05/31/26, unless Period of Performance (POP) is extended. The original signed copy of this MOA must be signed by the Official(s) authorized to sign below and returned to RECIPIENT no later than forty-five (45) calendar days after the MOA has been submitted for execution.

This MOA shall be effective upon return of execution from SUBRECIPIENT and final approval by RECIPIENT. Upon final approval of this MOA by RECIPIENT, POP for this grant is 09/01/22 – 08/31/26. Grant funds will be disbursed upon receipt of evidence that funds have been invoiced, products or services received, and proof of payment is provided. Any unexpended grant funds remaining after end of POP revert to RECIPIENT.

SUBRECIPIENT:

- A. Understands and acknowledges that total funding level available under this MOA will not exceed the awarded amount. SUBRECIPIENT acknowledges that they are further prohibited from sub-granting these funds. Attachment 1 and any approved amendments constitute the approved scope of work for this grant award.
- B. Understands and agrees that funding shall be subject to the availability of appropriated funds.
- C. Must meet all funding requirements contained herein. Non-compliance may result in denial of reimbursement request(s), suspension, and/or revocation of grant funds awarded for this project. See also paragraph 34 below regarding compliance.

## 6. Conditions

Funding is contingent upon completion of all funding requirements. The following conditions must be adhered to during the entire duration of the grant program.

A. SUBRECIPIENT must:

- i. Complete any procurements, expenditures, and receipt of goods or services within the POP.
- ii. No Match Requirement. SUBRECIPIENT is not required to provide matching funds in cash or in-kind for this award.
- iii. Submit requests for reimbursement with all required documentation attached to the Euna Grants Portal (formerly eCivis). Once RECIPIENT is satisfied that SUBRECIPIENT has provided all required documentation, the requested distributions can be processed for

payment. The distributions of funds will be coded to account code 550100 (local government agencies) in the Kansas Statewide Management, Accounting, and Reporting Tool (SMART). See SUBRECIPIENT paragraph 9.F.

- B. Required Documents/Forms. SUBRECIPIENT must submit the following documents to RECIPIENT ([KS\\_SLCGP@ks.gov](mailto:KS_SLCGP@ks.gov)) upon execution of this MOA. This is not required if SUBRECIPIENT has previously submitted these documents to RECIPIENT for this grant; however, if any of these documents are not current, SUBRECIPIENT must submit updated document(s):
- i. SUBRECIPIENT Procurement Policy. This policy must comply with all state and federal regulations. If you do not have a procurement policy, the state procurement policy should be used.
  - ii. W-9
- C. Annual Progress Reports. Provide progress reports to RECIPIENT using the Euna Grants Portal (formerly eCivis) by 12/30/25 and 05/31/26.

Even if there are no expenditures an annual progress report must be submitted by SUBRECIPIENT to update their progress toward completion of approved scope of work specified in Attachment 1 and any approved amendments. If SUBRECIPIENT closes their award prior to end of POP, no further annual reports are required.

- D. Nationwide Cybersecurity Review (NCSR). SUBRECIPIENT is required to complete the [NCSR](#), administered by the [MS-ISAC](#), during the first year of this grant award POP and annually thereafter through the last year of this grant award POP. The NCSR is open on an annual basis from October 1 through the last day of the following February.
- E. Required Services and Memberships.

Subrecipient is required to register for the following CISA services:

Cyber Hygiene Services (CHS):

- Web Application Scanning is an “internet scanning-as-a-service.” This service assesses the “health” of your publicly accessible web applications by checking for known vulnerabilities and weak configurations. Additionally, CISA can recommend ways to enhance security in accordance with industry and government best practices and standards.
- Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static IPs for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts. To register for these services, email [vulnerability\\_info@cisa.dhs.gov](mailto:vulnerability_info@cisa.dhs.gov) with the subject line “Requesting Cyber Hygiene Services – SLCGP” to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA’s [Cyber Hygiene Information Page](#).

SUBRECIPIENT is required to provide proof of participation in CHS services upon request of RECIPIENT.

## 7. Supplanting

SUBRECIPIENTS are required to assure and certify that these grant funds will not be used to supplant or replace local or state funds or other resources that have been budgeted for the same purpose through non-federal sources. Specifically, funding that is established for the payment of personnel or operations required in the normal and usual conduct of business may not be replaced using federal funds awarded via the grant. Supplanting, including: (a) replacing routine and/or existing State or local expenditures with Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to fulfill the overall responsibilities of State, local, or Federally recognized Indian tribal governments. SUBRECIPIENTS may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

## 8. Scope of Work

SUBRECIPIENT shall implement the SLCGP project specified in Attachment 1 and as described in the approved project application, including the project objective SUBRECIPIENT selected in the application. That application is hereby incorporated by reference into this MOA.

Documentation to be provided throughout POP:

- A. Annual reports, per paragraph 6.C. above.
- B. Annual NCSR, per paragraph 6.D. above.
- C. CHS compliance upon request of RECIPIENT, per paragraph 6.E. above.
- D. SUBRECIPIENT-involved legal action that pertains to any goods or services purchased with grant funds.
- E. Copies of any audits and corrective actions pertaining to these grant funds or any other funds provided to SUBRECIPIENT by RECIPIENT.
- F. After-action report from exercises in accordance with Homeland Security Exercise and Evaluation Program Doctrine ([HSEEP](#)).
- G. Training course roster, description, and syllabus.
- H. All legible and complete invoices and receipts detailing the expenditures associated with the project. Receipts must contain the following information:
  - i. Name and address of the vendor or establishment providing the product or service.
  - ii. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number.
  - iii. Date product received or service provided.
  - iv. Itemized description of all products or services.
  - v. Unit price of products or services (if applicable).
  - vi. Total amount of eligible expenditures.
  - vii. Copy of executed contract/subcontract agreement (if applicable).
  - viii. Proof of payment of expenses associated with the project.
- I. Any other documentation requested by RECIPIENT.

## 9. Responsibilities

### RECIPIENT:

- A. RECIPIENT shall provide funding to SUBRECIPIENT to perform the activities as described herein.
- B. RECIPIENT shall conduct a review of the project to ensure that it is in accordance with SLCGP requirements.
- C. RECIPIENT shall monitor the completion of the approved scope of work as specified in Attachment 1 and any approved amendments.
- D. RECIPIENT has obligated the funding for this MOA within forty-five (45) calendar days of acceptance of the federal award by signing this MOA.

### SUBRECIPIENT:

- A. This MOA must be signed and returned to RECIPIENT within forty-five (45) calendar days after SUBRECIPIENT receives this MOA. The grant shall be effective upon return of the MOA to RECIPIENT.
- B. SUBRECIPIENT shall expend FY 2022 SLCGP Grant Program funds in accordance with the FY2022 SLCGP NOFO, the grant application, and this MOA.
- C. Procurement.
  - i. SUBRECIPIENT shall utilize State of Kansas and/or local procurement policies and procedures for the expenditure of funds and conform to applicable state and federal law and the standards identified in 2 C.F.R. §§ 200.317 – 200.327.
  - ii. SUBRECIPIENT must follow procurement procedures and policies as outlined in the applicable FY2022 SLCGP NOFO, Appendix II of 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and the [2023 FEMA Preparedness Grants Manual](#). SUBRECIPIENT shall comply with all applicable laws, regulations and program guidance. SUBRECIPIENT must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements.
  - iii. Administrative and procurement practices must conform to applicable federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; 28 CFR Part 23 “Criminal Intelligence Systems Operating Policies”; 49 CFR Part 1520 “Sensitive Security Information”; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C. 1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and certification regarding debarment, suspension and other responsibility matters; 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- iv. Conflicts of Interest. SUBRECIPIENTS must disclose in writing any real or potential conflict of interest to the RECIPIENT as required by the RECIPIENT'S conflict of interest policies or any applicable state, local, or tribal statutes or regulations. This requirement starts when the application period opens, continues during the entire period of performance, and ends when the last audit is completed. See paragraph M.ii below.
  - v. Complete all procurement by May 31, 2026.
- D. Comply with current federal laws and suspension and debarment regulations pursuant to 2 CFR 200.213 – 200.214, 2 CFR Part 180 and U.S. Office of Management and Budget (OMB) Guidance, which requires in pertinent part that when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

SUBRECIPIENT shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM), <https://sam.gov/content/exclusions>, to verify that contractors have not been suspended or debarred from doing business with the federal government.

- E. Indirect Costs. No indirect or administrative costs will be charged to this award. See [2 CFR 200.332\(a\)](#).
- F. Requests for Reimbursement (RFR). Submit RFR for items or services received to Euna Grants Portal (formerly eCivis). RECIPIENT will reimburse SUBRECIPIENT for eligible costs as outlined in the applicable DHS program guidelines and FY2022 SLCGP NOFO. SUBRECIPIENT must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from RECIPIENT. SUBRECIPIENT must submit request for reimbursement within sixty (60) calendar days of payment of invoice. Requests for reimbursement submitted more than sixty (60) calendar days after SUBRECIPIENT payment of invoice may be denied. All documentation will be submitted through the Euna Grants Portal (formerly eCivis).

RFR must include sufficient documentation that support expenditures have been properly invoiced and paid by SUBRECIPIENT, and that the products and/or services have in fact been received by SUBRECIPIENT. RFRs must also include a cost report form (supplied by the RECIPIENT) and a summary of all expenditures included in the RFR completed by SUBRECIPIENT. Summary of expenditures should include at a minimum: vendor name, date of purchase, invoice number, total invoice amount, and reimbursable amount.

- G. Funds Management. SUBRECIPIENT agrees that funds paid through this grant shall be received in a separate fund/account and accounting structure within SUBRECIPIENT'S central accounting and grant management system. SUBRECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with the funding for this grant.
- i. Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this grant needs to comply with U.S. General Services Administration (GSA) rates. State rates should be used as guidelines. International travel shall not be eligible under this MOA. SUBRECIPIENTS must have an acceptable local travel regulation plan or accept the state travel regulations. Refer to [2 CFR 200.475](#) for travel costs.
  - ii. Must be in compliance with all federal, state, and local laws and regulations.



- H. Maintain Required Subrecipient File Documentation as specified in this MOA.  
SUBRECIPIENT is required to maintain all records of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below. SUBRECIPIENT must meet the record retention requirements in 2 CFR 200.334 and must maintain a file for each SLCGP grant award. However, if any litigation, claim or audit has been initiated prior to the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The following files must be available for review by KISO staff for site visits, project closeout, and audits in accordance with federal oversight:
- i. Resolution/ordinance establishing SUBRECIPIENT as a state or local government entity.
  - ii. Award letter, MOA, and supporting attachments.
  - iii. Completed appropriate reports with specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders, contracts, invoices, and proof(s) of payment.
  - iv. Audit findings and corrective action plans.
- I. Equipment. SUBRECIPIENT shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this MOA as follows:
- i. Only allowable equipment listed in the Authorized Equipment List ([AEL](#)) for SLCGP are eligible for purchases from this grant.
  - ii. Equipment purchased with SLCGP funds shall be titled to SUBRECIPIENT, unless otherwise specified by KISO, DHS and/or FEMA. SUBRECIPIENT shall be responsible for the custody and care of any equipment purchased with SLCGP funds furnished for use in connection with this MOA and shall reimburse RECIPIENT for any loss or damage to said equipment until the equipment is disposed of in accordance with all applicable Federal and state SLCGP grant requirements. RECIPIENT will not be held responsible for any equipment purchased under this MOA.
  - iii. SUBRECIPIENT must utilize all equipment as intended in their project application to KISO. Any variation from this intended use must be requested in writing and approved by KISO.
  - iv. SUBRECIPIENT shall take an initial physical inventory of any equipment and provide proof of receipt to RECIPIENT. Equipment is defined as tangible, non-expendable equipment having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. SUBRECIPIENT may have equipment management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried. If so, such equipment purchased under this award allocation shall be included on the report submitted to RECIPIENT. The grant summary, cost reports with backup documentation, certificate of title, and any other SUBRECIPIENT reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition, and identification number may be used to meet this requirement.
  - v. SUBRECIPIENT must ensure a control system exists to ensure adequate safeguards to prevent loss, damage, or theft. SUBRECIPIENT shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the equipment must be investigated and fully documented and made part of the official project records.
  - vi. SUBRECIPIENT must ensure adequate maintenance procedures exist to keep the equipment in good condition.

- vii. Disposition Procedures. Unless otherwise directed by RECIPIENT, CISA and/or FEMA, SUBRECIPIENT may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program, or for other activities currently or previously supported by a federal awarding agency. However, SUBRECIPIENT must notify RECIPIENT ([KS\\_SLCGP@ks.gov](mailto:KS_SLCGP@ks.gov)) prior to disposing of any equipment purchased with grant funds. Items with a fair market value of less than \$5,000 may be retained, transferred, or otherwise disposed of with prior approval of KISO and in accordance with disposition requirements in 2 CFR 200.313. Unless otherwise directed by KISO, CISA and/or FEMA, items with a current per unit standard federal or fair market value in excess of \$5,000 may be retained, transferred, or otherwise disposed of with prior KISO approval in accordance with disposition requirements in 2 CFR 200.313. SUBRECIPIENT must provide documentation that includes the method used to determine current fair market value.
- J. Communications equipment. In an effort to align communications technologies with current statewide communications plans, systems, networks, strategies, and emerging technologies, the KISO requires that purchases made with grant funds meet the standards identified in Attachment 2 and/or any state or federal cybersecurity guidance or guidelines.
- K. Prohibition on purchasing certain telecommunications - [John S. McCain National Defense Authorization Act for Fiscal Year 2019](#) – Public Law 115-232, section 889 – 2 CFR 200.16

Effective August 13, 2020, grant RECIPIENTS and SUBRECIPIENTS may not use any federal funds under open or new awards to procure certain covered telecommunications equipment or services.

### ***Definitions***

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People’s Republic of China.
  - a. Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of “covered telecommunications equipment or services.” See 2 C.F.R. § 200.471. **FEMA Policy #405-143-1** Guidance is available

in [FEMA Policy #405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services issued May 10, 2022.

- L. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise, or work activities beyond that identified in the approved scope of work specified in Attachment 1 and any approved amendments, shall be the sole responsibility of SUBRECIPIENT and shall not be reimbursed under this MOA.
- M. Conflicts of Interest.
- i. Federal Law – Grant Administration. Per 2 CFR 200.112 and the 2022 FEMA Preparedness Grants Manual, all SUBRECIPIENTS must disclose in writing to KISO, and attempt to avoid, any real or potential conflict of interest that may arise during the administration of a federal grant award. For purposes of this MOA, conflicts of interest may arise in situations where a SUBRECIPIENT employee, officer, or agent, any members of his or her immediate family, or his or her partner has a family relationship, close personal relationship, business relationship, or professional relationship, with anybody at CISA, FEMA and/or KISO involved in the administration of this grant award.
  - ii. Federal Law – Procurement. Per 2 CFR 200.318 and the 2022 FEMA Preparedness Grants Manual, all SUBRECIPIENTS that are non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the SUBRECIPIENT may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, SUBRECIPIENTS may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the SUBRECIPIENT. All SUBRECIPIENTS must disclose in writing to KISO, and attempt to avoid, any real or potential conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award. Upon request, SUBRECIPIENTS must also provide a copy of their standards of conduct policy covering conflicts of interest with respect to procurement, contracting and subcontracting with funds provided under this grant award.
- N. Environmental Planning and Historic Preservation (EHP) Compliance. SUBRECIPIENTS proposing projects that could impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. For details: <https://www.fema.gov/grants/preparedness/preparedness-grants-ehp-compliance>. See paragraph 14. below.
- O. All materials publicizing or resulting from award activities, including websites, social media and TV/radio, shall contain this acknowledgement: “This project was supported by a federal award from the US Department of Homeland Security.” Use of DHS seal(s), logo(s), crests,

reproductions of flags or likenesses of DHS agency officials must be approved by DHS. Printed as a legend, either below or beside the logo(s) shall be the words “Funded by US Department of Homeland Security”.

- P. Comply with the applicable federal statutes, regulations, policies, guidelines, requirements and certifications as outlined in the [FY 2022 SLCGP NOFO](#) and Subaward Notification.
- Q. DHS Standard Terms and Conditions  
SUBRECIPIENT must comply with all applicable provisions of the FY22 [DHS Standard Terms and Conditions](#) (Attachment 3). This applies to all new federal financial assistance awards funded in FY22. These terms and conditions flow down to SUBRECIPIENTS unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY22 DHS Standard Terms and Conditions is housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).
- R. Closeout Reporting Requirements. In accordance with [2 CFR 200.344](#), SUBRECIPIENT must submit to RECIPIENT, no later than ninety (90) calendar days after the end date of the POP, all financial, performance, and other reports as required by the terms and conditions of the federal award, this MOA and FY22 [DHS Standard Terms and Conditions](#) (Attachment 3), incorporated by reference herein, for the performance of the activities.

Documentation required

- i. A complete accounting of how all grant funds were used.
- ii. A Certification stating the funds were used for the purpose appropriated.
- iii. A closeout letter indicating that the approved scope of work is complete.
- iv. Any other closeout documentation requested by RECIPIENT.
- v. SUBRECIPIENT agrees that all program activity reported shall be subject to review and authentication and SUBRECIPIENT will provide access to work papers, receipts, invoices, and reporting records, if requested by RECIPIENT, as RECIPIENT executes any internal audit responsibilities.
- vi. Once the complete final performance and financial status report package has been received and evaluated by RECIPIENT, SUBRECIPIENT will receive official notification of MOA close-out from RECIPIENT.
- vii. The notification will inform SUBRECIPIENT that RECIPIENT is officially closing the MOA and retaining all MOA files and related material for a period of three (3) years or until all audit exceptions have been resolved, whichever is longer.

**10. Taxes**

SUBRECIPIENT shall be considered independent from the RECIPIENT and as such shall be responsible for ALL taxes. There shall be no reimbursement for taxes incurred by SUBRECIPIENT under this grant.

**11. Warranty**

The SUBRECIPIENT will hold RECIPIENT harmless for any liability and personal injury that may occur from or in connection with the performance of this MOA to the extent permitted by the Kansas Tort Claims Act (K.S.A.75-6101, et seq). Nothing in this MOA, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this MOA. This MOA does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This MOA is intended for the sole and exclusive benefit of the parties hereto. This MOA is not made for the benefit of any third person or persons. No third party may enforce any

part of this MOA or shall have any rights hereunder. This MOA does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this MOA. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of Kansas.

### **13. Audit Requirements**

For all federal grant programs, SUBRECIPIENT is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F and providing a copy of the audit to KISO within a reasonable time following each audit performed

Per 2 CFR 200.501, a SUBRECIPIENT that receives a combined \$750,000 or more in funding from all federal funding sources, even those passed through a state agency, must have a single audit conducted in accordance with 2 CFR 200.514 and GAGAS within 9 months of the SUBRECIPIENT'S fiscal year end. SUBRECIPIENT must:

- A. Post the single audit conducted in accordance with 2 CFR 200.514 and GAGAS to the Federal Audit Clearinghouse [The Federal Audit Clearinghouse \(fac.gov\)](https://www.fedac.gov).

### **14. Construction, Renovation, and Infrastructure Projects**

Construction and renovation projects are not allowable under the SLCGP grant.

### **15. Subrecipient Monitoring**

RECIPIENTS are responsible for monitoring SUBRECIPIENTS in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. The RECIPIENT is responsible for monitoring the activities of the SUBRECIPIENT to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

SUBRECIPIENT is responsible for providing an accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting, and ensuring overall compliance with the terms and conditions of the subaward, including the terms of 2 C.F.R. Part 200.

SUBRECIPIENT is responsible for uploading all required documents to the Euna Grants Portal (formerly eCivis).

### **16. Points of Contact**

To provide consistent and effective communication between SUBRECIPIENT and RECIPIENT, each party shall appoint a principal representative(s) to serve as its central point(s) of contact (POC) responsible for coordinating and implementing this MOA. The KISO contacts shall be: State Authorized Authority, or Grants Manager. SUBRECIPIENT point(s) of contact shall be the person(s) designated by SUBRECIPIENT. Each party shall keep the other apprised of changes to their POC within a reasonable time.

All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- A. As of the date of disclosure and/or delivery, is already known to the party receiving such information.

- B. Is or becomes part of the public domain, through no fault of the receiving party.
- C. Is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence.
- D. Is independently developed at the receiving party by someone not privy to the confidential information.

#### **17. Public Records Access**

While this information under federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office.

Some information maintained by RECIPIENT in connection with this MOA and grant award is subject to the Open Records Act, K.S.A. 45-215, et seq. of the Kansas Statutes and is subject to public records requests through the KISO Public Affairs Office.

#### **18. Contracting/Subcontracting**

If SUBRECIPIENT contracts/subcontracts any or all purchases or services under this MOA, then SUBRECIPIENT agrees to include in the contract/subcontract that the contractor/subcontractor is bound by the terms and conditions of this MOA. SUBRECIPIENT and any contractor/subcontractor agree to include in the contract/subcontract that the contractor/subcontractor shall hold KISO harmless against all claims of whatever nature arising out of the contractors/subcontractor's performance of work under this MOA. **If SUBRECIPIENT contracts/subcontracts any or all purchases or services required under this MOA, a copy of the executed contract/subcontract agreement must be submitted to KISO along with the RFR in accordance with SUBRECIPIENT responsibilities in paragraph 9.F. above.** A contractual arrangement shall in no way relieve SUBRECIPIENT of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and federal requirements. SUBRECIPIENT is bound by all special conditions of this grant award as set out in the grant application and the grant award letter Subaward Agreement incorporated by reference herein, as well as all terms, conditions and restrictions of the FY2022 SLCGP NOFO referenced herein.

#### **19. Antitrust Laws**

All signatories of this MOA will comply with all applicable state and federal antitrust laws.

#### **20. Debarment and Suspension**

The State of Kansas sets the causes and terms supporting debarment and suspension in K.S.A. 75-37,103. The Kansas Department of Administration is charged with maintaining a public posting of debarred or suspended Vendors on their website. A current listing can be located on The Department of Administration website at: <https://admin.ks.gov/offices/procurement-contracts/procurement-resources/procurement-forms>.

SUBRECIPIENT may not contract with any vendors on any of these designated Debarment and Suspension lists using SLCGP grant funds, and SUBRECIPIENT must comply with all other requirements of these divestment and do-not-contract laws. In addition, the SUBRECIPIENT must verify in SAM.gov that no debarment exists at the federal level.

#### **21. Acknowledgement of Federal Funding from DHS**

SUBRECIPIENTS must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **22. Lobbying Prohibition**

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SUBRECIPIENT certifies, to the best of its knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or federal agency, a member of the Kansas Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **23. Assurance of Compliance with Civil Rights Act of 1964 – Title VI, Civil Rights Act of 1968, and Related Provisions**

During the performance of this agreement, SUBRECIPIENT for itself, its assignees and successors in interest agrees as follows:

- A. Age Discrimination Act of 1975  
SUBRECIPIENTS must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
- B. Americans with Disabilities Act of 1990  
SUBRECIPIENTS must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits RECIPIENTS from discriminating on the basis of disability in the

operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

C. Civil Rights Act of 1964 - Title VI

SUBRECIPIENTS must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

D. Civil Rights Act of 1968

SUBRECIPIENTS must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits RECIPIENTS from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

E. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

SUBRECIPIENTS must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

F. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

SUBRECIPIENTS must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that RECIPIENTS of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>. Guidance for Department-Supported Organizations to Provide Meaningful Access to People with Limited English Proficiency | Homeland Security CRCL announced that DHS has published new Guidance for RECIPIENTS of DHS financial assistance in the Federal Register.

G. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. RECIPIENTS must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.



H. Rehabilitation Act of 1973

SUBRECIPIENTS must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

I. Whistleblower Protection Act

SUBRECIPIENTS must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

J. Domestic Preferences for Procurement

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber

**24. Assurance of Compliance with Privacy Act**

SUBRECIPIENT agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the SUBRECIPIENT, its third-party SUBRECIPIENTS, contractors, or their employees to accomplish a DHS function.
- B. To notify DHS when the SUBRECIPIENT or any of its third-party contractors, subcontractors, SUBRECIPIENTS, or their employees anticipate a system of records on behalf of DHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this MOA until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub-grant, or sub-agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a DHS function, a Privacy Act notification informing the third party contractor, or SUBRECIPIENT, that it will be required to design, develop, or operate a system of records on individuals to accomplish a DHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable DHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 parts A through C in all third-party contracts, and sub grants under which work for this MOA is performed or which is awarded pursuant to this MOA, or which may involve the design, development, or operation of a system of records on behalf of the DHS.

**25. Best Practices for Collection and Use of Personally Identifiable Information**

RECIPIENTS and SUBRECIPIENTS who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. RECIPIENTS and SUBRECIPIENTS may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**26. Certification Regarding [Drug-Free Workplace Requirements](#) (SUBRECIPIENTS Other Than Individuals)**

RECIPIENTS and SUBRECIPIENTS must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the RECIPIENT or SUBRECIPIENTS is an individual) of [2 C.F.R. Part 3001](#), which adopts the Governmentwide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**27. Term of this Agreement**

Regardless of actual execution date, this MOA shall be in effect from the start of the POP on September 1, 2022, to the end of the POP.

**28. Statement of Assurances**

SUBRECIPIENT must complete the [Office of Management and Budget \(OMB\) Standard Form 424B Assurances – Non-Construction Programs](#) as applicable.

- A. SUBRECIPIENT must complete the appropriate form(s) and submit to KISO ([KS\\_SLCGP@ks.gov](mailto:KS_SLCGP@ks.gov)) upon execution of this MOA. SUBRECIPIENT must still complete the appropriate form even if certain assurances in the form may not directly apply to SUBRECIPIENT’s specific program to ensure that all possible situations are covered.

**29. Situs**

This MOA shall be governed by the laws of the State of Kansas and any claim for breach or enforcement shall be filed in State Court in Shawnee County, Kansas.

**30. Other Provisions/Severability**

Nothing in this MOA is intended to conflict with current federal, state, local, or tribal laws or regulations. If a term of this MOA is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this MOA shall remain in full force and effect.

**31. Entire Agreement**

This MOA and any annexes, exhibits, and amendments annexed hereto, and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

**32. Modification**

This MOA may be amended only by written amendments duly executed by RECIPIENT and SUBRECIPIENT.

**33. Termination**

The terms and conditions of this MOA, as modified with the consent of all parties, will remain in effect until August 31, 2026. Either party upon thirty (30) calendar days advance written notice to the other party may terminate this MOA. Upon approval by CISA, FEMA, and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable CISA or FEMA, Grant Adjustment Notice, incorporated by reference herein. If DHS, CISA, or FEMA suspends or terminates funding in accordance with 2

CFR 200.340 and the 2022 SLCGP NOFO, incorporated by reference herein, SUBRECIPIENT shall reimburse KISO for said equipment and/or expenses.

### **34. Compliance**

SUBRECIPIENT shall comply with applicable federal, state, local, and/or tribal statutes, regulations, ordinances, licensing requirements, policies, guidelines, reporting requirements, certifications, and other regulatory matters for the conduct of its business and purchase requirements performed under this MOA. This includes all requirements contained in the applicable FY 2022 SLCGP [NOFO](#) referenced in paragraph 2 above. SUBRECIPIENT shall be wholly responsible for the purchases made under this MOA and for the supervision of its employees and assistants.

Failure to comply with the specified terms and conditions of this MOA may result in the return of funds and any other remedy for noncompliance specified in 2 CFR 200.339, and/or termination of the award per 2 CFR 200.340. Additional conditions may also be placed upon SUBRECIPIENT for noncompliance with the specified terms and conditions of this MOA, including (but not limited to) additional monitoring and/or debarment from future funding.

### **35. Execution and effective date**

This grant shall become effective upon return of the original grant award letter and MOA, properly executed on behalf of SUBRECIPIENT, to RECIPIENT and will become binding upon execution of all parties to this MOA. The conditions of this MOA are effective upon signature by all parties.

This MOA shall be in effect from 09/01/2022 through the end of the POP. Failure to provide applicable cost reports, proofs of payment, and/or a de-obligation request letter within thirty (30) calendar days of the end of the POP may result in automatic de-obligation of grant funds.

### **36. Attachments**

All attachments to this MOA are incorporated as if set out fully herein.

A. In the event of any inconsistency or conflict between the language of this MOA and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

B. This MOA includes the following attachments or documents incorporated by reference as if fully set out herein:

- Attachment 1 Subrecipient FY22 Application for Funds
- Attachment 2 Kansas State Interoperability Communication System – Communications Standard Operating Procedures
- Attachment 3 FY22 [DHS Standard Terms and Conditions](#)
- Attachment 4 State of Kansas, Department of Administration DA-146a form

**AUTHORIZED SIGNATURE WARRANTY**

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

**For RECIPIENT:**

**By:** \_\_\_\_\_  
**Erin McGinnis, State Administrative  
Authority for the Kansas Information  
Security Office to fulfill the State and  
Local Cybersecurity Grant Program**

**Date:** \_\_\_\_\_

**For SUBRECIPIENT:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



**Fiscal Year (FY) 2022  
State and Local Cybersecurity Grant Program (SLCGP)  
Memorandum of Agreement (MOA)**



Assistance Listings #: 97.137  
Federal Award ID Number: EMW-2022-CY-00012  
**between**

<b>RECIPIENT</b>	<b>SUBRECIPIENT</b>	
State of Kansas	City of Goodland	
Kansas Information Security Office (KISO)	204 W. 11th St	
Landon State Office Building	Goodland, Kansas, 67735-2840	
900 SW Jackson St., Room 803	UEI #:	JD5UEV4UTKQ6
Topeka KS 66612	Project #:	2022-005
	Project Name:	Server Updates - Wireless Bridges
Award Amount:	\$4,100.00	
Federal Award ID Number:	EMW-2022-CY-00012	
Federal Period of Performance (POP):	September 1, 2022 to August 31, 2026	

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.ebit.ks.gov/divisions/slcgp) and <https://www.ebit.ks.gov/divisions/slcgp>

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the State of Kansas Cybersecurity Plan, in accordance with the Department of Homeland Security Notice of Funding Opportunity ([NOFO](#)) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

**2. Program Authorization and Regulations**

This MOA is authorized under the provisions of:

- (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g),
- (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58),
- (3) FY 2022 SLCGP Notice of Funding Opportunity ([NOFO](#)),
- (4) Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and
- (5) Letter, dated October 26, 2022, from Governor Laura Kelly to the Secretary of the US Department of Homeland Security delegating authority to the State of Kansas Information Security Office (KISO) as the State Administrative Agency (SAA) for the SLCGP.
- (6) State of Kansas Cybersecurity Plan

**AUTHORIZED SIGNATURE WARRANTY**

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**For RECIPIENT:**

**By:** \_\_\_\_\_  
**Erin McGinnis, State Administrative  
Authority for the Kansas Information  
Security Office to fulfill the State and  
Local Cybersecurity Grant Program**

**Date:** \_\_\_\_\_

**For SUBRECIPIENT:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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



**Fiscal Year (FY) 2022  
State and Local Cybersecurity Grant Program (SLCGP)  
Memorandum of Agreement (MOA)**



Assistance Listings #: 97.137  
Federal Award ID Number: EMW-2022-CY-00012  
**between**

<b>RECIPIENT</b>	<b>SUBRECIPIENT</b>	
State of Kansas	City of Goodland	
Kansas Information Security Office (KISO)	204 W. 11th St	
Landon State Office Building	Goodland, Kansas 67735-2840	
900 SW Jackson St., Room 803	UEI #:	JD5UEV4UTKQ6
Topeka KS 66612	Project #:	2022-003
	Project Name:	New NAS for archiving
Award Amount:	\$20,955.00	
Federal Award ID Number:	EMW-2022-CY-00012	
Federal Period of Performance (POP):	September 1, 2022 to August 31, 2026	

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.ebit.ks.gov/divisions/slcgp) and <https://www.ebit.ks.gov/divisions/slcgp>

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**For RECIPIENT:**

**By:** \_\_\_\_\_  
**Erin McGinnis, State Administrative  
Authority for the Kansas Information  
Security Office to fulfill the State and  
Local Cybersecurity Grant Program**

**Date:** \_\_\_\_\_

**For SUBRECIPIENT:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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





**Fiscal Year (FY) 2022  
State and Local Cybersecurity Grant Program (SLCGP)  
Memorandum of Agreement (MOA)**



Assistance Listings #: 97.137  
Federal Award ID Number: EMW-2022-CY-00012  
**between**

<b>RECIPIENT</b>	<b>SUBRECIPIENT</b>	
State of Kansas	City of Goodland	
Kansas Information Security Office (KISO)	204 W. 11th St	
Landon State Office Building	Goodland, Kansas, 67735-2840	
900 SW Jackson St., Room 803	UEI #:	JD5UEV4UTKQ6
Topeka KS 66612	Project #:	2022-004
	Project Name:	Server Updates - aging R710 servers
Award Amount:	\$47,800.00	
Federal Award ID Number:	EMW-2022-CY-00012	
Federal Period of Performance (POP):	September 1, 2022 to August 31, 2026	

**1. Purpose**

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms and conditions of the US Department of Homeland Security (DHS) State and Local Cybersecurity Grant Program (SLCGP). More information about SLCGP is available at: [State and Local Cybersecurity Grant Program | FEMA.gov](https://www.ebit.ks.gov/divisions/slcgp) and <https://www.ebit.ks.gov/divisions/slcgp>

This MOA is to set forth terms by which RECIPIENT shall provide SLCGP funding to SUBRECIPIENT to fund projects related to meeting State and Local Cybersecurity Objectives as identified in the State of Kansas Cybersecurity Plan, in accordance with the Department of Homeland Security Notice of Funding Opportunity ([NOFO](#)) for FY2022 SLCGP. See Attachment 1 for a detailed description of the approved scope of work for the approved project(s) for this grant. The scope of work is the approved application as submitted by SUBRECIPIENT with any amendments approved by RECIPIENT.

**2. Program Authorization and Regulations**

This MOA is authorized under the provisions of:

- (1) Section 2220A of the *Homeland Security Act of 2002* (Pub. L. No. 107-296, as amended) (6 U.S.C. § 665g),
- (2) *Infrastructure Investments and Jobs Appropriations Act* (Pub. L. No. 117-58),
- (3) FY 2022 SLCGP Notice of Funding Opportunity ([NOFO](#)),
- (4) Applicable FEMA Grant Programs Directorate Information Bulletins (see <https://www.fema.gov/grants/preparedness/about/informational-bulletins>), and
- (5) Letter, dated October 26, 2022, from Governor Laura Kelly to the Secretary of the US Department of Homeland Security delegating authority to the State of Kansas Information Security Office (KISO) as the State Administrative Agency (SAA) for the SLCGP.

**AUTHORIZED SIGNATURE WARRANTY**

THE UNDERSIGNED REPRESENT AND WARRANT THAT THEY ARE AUTHORIZED TO BIND THEIR PRINCIPALS TO THE TERMS OF THIS MOA. IN WITNESS WHEREOF, RECIPIENT AND SUBRECIPIENT HAVE EACH EXECUTED THIS MOA AND THE PARTIES AGREE THAT THE MOA IS EFFECTIVE AS OF THE POP START DATE, EVEN IF THIS MOA IS SIGNED BY ANY PARTIES AFTER THAT DATE.

**For RECIPIENT:**

**By:** \_\_\_\_\_  
**Erin McGinnis, State Administrative  
Authority for the Kansas Information  
Security Office to fulfill the State and  
Local Cybersecurity Grant Program**

**Date:** \_\_\_\_\_

**For SUBRECIPIENT:**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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

### 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.

# FY 2022 DHS Standard Terms and Conditions

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

## **A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

## **B. General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

# FY 2022 DHS Standard Terms and Conditions

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

## **C. Standard Terms & Conditions**

### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

# FY 2022 DHS Standard Terms and Conditions

therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

## VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

## IX. Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

## X. Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

## XI. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

## XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## XIII. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

# FY 2022 DHS Standard Terms and Conditions

## XIV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

## XV. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

## XVI. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

## XVII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

## XVIII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

## XIX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

## XX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

## XXI. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency,



# FY 2022 DHS Standard Terms and Conditions

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## XXII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## XXIII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.

Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## XXIV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## XXV. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## XXVI. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

## XXVII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

## XXVIII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial

# FY 2022 DHS Standard Terms and Conditions

assistance.

## XXIX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## XXX. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## XXXI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

# FY 2022 DHS Standard Terms and Conditions

## *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

## XXXII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

## XXXIII. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## XXXIV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

## XXXV. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

# FY 2022 DHS Standard Terms and Conditions

## XXXVI. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

## XXXVII. Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

## XXXVIII. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

U.S. Department of Homeland Security  
Washington, D.C. 20472

**AGREEMENT ARTICLES**  
**State and Local Cybersecurity Grant Program**

**GRANTEE:** Kansas Highway Patrol  
**PROGRAM:** State and Local Cybersecurity Grant  
Program  
**AGREEMENT NUMBER:** EMW-2022-CY-00012-S01

**TABLE OF CONTENTS**

Article I	Summary Description of Award
Article II	SLCGP Performance Goal
Article III	DHS Standard Terms and Conditions Generally
Article IV	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article V	General Acknowledgements and Assurances
Article VI	Acknowledgement of Federal Funding from DHS
Article VII	Activities Conducted Abroad
Article VIII	Age Discrimination Act of 1975
Article IX	Americans with Disabilities Act of 1990
Article X	Best Practices for Collection and Use of Personally Identifiable Information
Article XI	Civil Rights Act of 1964 - Title VI
Article XII	Civil Rights Act of 1968
Article XIII	Copyright
Article XIV	Debarment and Suspension
Article XV	Drug-Free Workplace Regulations
Article XVI	Duplication of Benefits

Article XVII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XVIII	Energy Policy and Conservation Act
Article XIX	False Claims Act and Program Fraud Civil Remedies
Article XX	Federal Debt Status
Article XXI	Federal Leadership on Reducing Text Messaging while Driving
Article XXII	Fly America Act of 1974
Article XXIII	Hotel and Motel Fire Safety Act of 1990
Article XXIV	John S. McCain National Defense Authorization Act of Fiscal Year 2019
Article XXV	Limited English Proficiency (Civil Rights Act of 1964 - Title VI)
Article XXVI	Lobbying Prohibitions
Article XXVII	National Environmental Policy Act
Article XXVIII	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXIX	Non-Supplanting Requirement
Article XXX	Notice of Funding Opportunity Requirements
Article XXXI	Patents and Intellectual Property Rights
Article XXXII	Procurement of Recovered Materials
Article XXXIII	Rehabilitation Act of 1973
Article XXXIV	Reporting of Matters Related to Recipient Integrity and Performance
Article XXXV	Reporting Subawards and Executive Compensation
Article XXXVI	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials
Article XXXVII	SAFECOM
Article XXXVIII	Terrorist Financing

Article XXXIX	Trafficking Victims Protection Act of 2000 (TVPA)
Article XL	Universal Identifier and System of Award Management
Article XLI	USA PATRIOT Act of 2001
Article XLII	Use of DHS Seal, Logo and Flags
Article XLIII	Whistleblower Protection Act
Article XLIV	Environmental Planning and Historic Preservation (EHP) Review
Article XLV	Applicability of DHS Standard Terms and Conditions to Tribes
Article XLVI	Acceptance of Post Award Changes
Article XLVII	Disposition of Equipment Acquired Under the Federal Award
Article XLVIII	Prior Approval for Modification of Approved Budget
Article XLIX	Indirect Cost Rate
Article L	Cybersecurity Plan Pending Submission and Approval
Article LI	Committee Charter Pending Submission or Approval

### **Article I - Summary Description of Award**

The purpose of the Fiscal Year 2022 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of: \$2,819,485 for the state of Kansas. Of this amount, up to \$140,974 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of \$313,277 is the required cost share.

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

### **Article II - SLCGP Performance Goal**

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

### **Article III - DHS Standard Terms and Conditions Generally**

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 DHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

#### **Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

#### **Article V - General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article VI - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **Article VII - Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.



### **Article VIII - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

### **Article IX - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

### **Article X - Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

### **Article XI - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

### **Article XII - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units - i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) - be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

### **Article XIII - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

### **Article XIV - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

### **Article XV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

### **Article XVI - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by

federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

#### **Article XVIII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XIX - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

#### **Article XX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XXI - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

#### **Article XXII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article XXIII - Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

#### **Article XXIV - John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

#### **Article XXV - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For

additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XXVI - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

#### **Article XXVII - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Article XXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Article XXIX - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

#### **Article XXX - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XXXI - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XXXII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XXXIII - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance**

### General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XXXV - Reporting Subawards and Executive Compensation**

### Reporting of first tier subawards:

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

## **Article XXXVI - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

### *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
  - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#). For awards by other DHS components, please contact the applicable DHS FAO.

To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

#### **Article XXXVII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XXXVIII - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

#### **Article XXXIX - Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons:

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

#### **Article XL - Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

#### **Article XLI - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

#### **Article XLII - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XLIV - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. In order to initiate EHP review of your project(s), you must submit a detailed project description along with

supporting documentation. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

#### **Article XLV - Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

#### **Article XLVI - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

#### **Article XLVII - Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

#### **Article XLVIII - Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

#### **Article XLIX - Indirect Cost Rate**

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

#### **Article L - Cybersecurity Plan Pending Submission and Approval**

FEMA has placed a funding hold on \$2,819,485 in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down these funds.

To release this hold, the recipient is required to submit a Cybersecurity Plan for approval by CISA. Please contact CISA at [SLCGPInfo@cisa.dhs.gov](mailto:SLCGPInfo@cisa.dhs.gov) to receive further guidance on the steps required for Cybersecurity Plan approval.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at [Essence.Cleveland@fema.dhs.gov](mailto:Essence.Cleveland@fema.dhs.gov).

**Article LI - Committee Charter Pending Submission or Approval**

FEMA has placed a funding hold on this award, and the amount of \$2,819,485 is on hold in the FEMA financial systems. The recipient is prohibited from obligating, expending, or drawing down funds until the Committee Charter is submitted and approved.

To release this hold, the recipient is required to submit the Committee Charter and receive approval of the Charter from CISA. Please contact CISA at [SLCGPInfo@cisa.dhs.gov](mailto:SLCGPInfo@cisa.dhs.gov) to receive further guidance on the steps required to release this hold.

If you have questions about this funding hold or believe it was placed in error, please contact your FEMA GPD Headquarters Preparedness Officer, Essence Cleveland at [Essence.Cleveland@fema.dhs.gov](mailto:Essence.Cleveland@fema.dhs.gov).

**BUDGET COST CATEGORIES**

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$0.00
Supplies	\$0.00
Contractual	\$2,976,123.00
Construction	\$0.00
Indirect Charges	\$0.00
Other	\$156,639.00



**State of Kansas  
Subrecipient Procurement Attestation**



Subrecipient Entity Name:	City of Goodland
Subrecipient Representative Name:	Joshua Jordan
Subrecipient Representative Title:	IT Director
Subrecipient Representative address	204 W. 11th St, Goodland, Kansas, 67735-2840
Entity Unique Entity Identifier (UEI)	JD5UEV4UTKQ6

On behalf of the above-specified entity, I attest that, to the best of my knowledge, the procurement process we use makes consistent use of the following procurement practices. Specifically, we affirm that the following practices are followed:

**Federal Procurement Regulations (derived from 2 C.F.R. §§ 200.318 – 200.327)**

**§ 200.318 General procurement standards.**

- (a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§ [200.317](#) through [200.327](#).
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- (c)
  - (1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
  - (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest



means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also [§ 200.214](#).
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)
  - (1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
    - (i) The actual cost of materials; and
    - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
  - (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight

in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[[85 FR 49543](#), Aug. 13, 2020, as amended at [86 FR 10440](#), Feb. 22, 2021]

### **§ 200.319 Competition.**

- (a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and [§ 200.320](#).
- (b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
  - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
  - (2) Requiring unnecessary experience and excessive bonding;
  - (3) Noncompetitive pricing practices between firms or between affiliated companies;
  - (4) Noncompetitive contracts to consultants that are on retainer contracts;
  - (5) Organizational conflicts of interest;
  - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - (7) Any arbitrary action in the procurement process.
- (c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- (d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
  - (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of

the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with [§ 200.320\(c\)](#).

### **§ 200.320 Methods of procurement to be followed.**

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and [§§ 200.317](#), [200.318](#), and [200.319](#) for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) ***Informal procurement methods.*** When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in [§ 200.1](#), or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in [§ 200.1](#)). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) ***Micro-purchase thresholds.*** The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher

than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with [paragraphs \(a\)\(1\)\(iv\)](#) and [\(v\)](#) of this section.

(iv) ***Non-Federal entity increase to the micro-purchase threshold up to \$50,000.*** Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with [§ 200.334](#). The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in [§ 200.520](#) for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) ***Non-Federal entity increase to the micro-purchase threshold over \$50,000.*** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in [paragraph \(a\)\(1\)\(iv\)](#) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) ***Small purchases*** —

(i) ***Small purchase procedures.*** The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) ***Simplified acquisition thresholds.*** The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) ***Formal procurement methods.*** When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with [§ 200.319](#) or [paragraph \(c\)](#) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) ***Sealed bids.*** A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming

with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

- (i) In order for sealed bidding to be feasible, the following conditions should be present:
  - (A) A complete, adequate, and realistic specification or purchase description is available;
  - (B) Two or more responsible bidders are willing and able to compete effectively for the business; and
  - (C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
- (ii) If sealed bids are used, the following requirements apply:
  - (A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
  - (B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
  - (C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
  - (D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
  - (E) Any or all bids may be rejected if there is a sound documented reason.

(2) **Proposals.** A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- (i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services through A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- (1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see [paragraph \(a\)\(1\)](#) of this section);
- (2) The item is available only from a single source;
- (3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- (4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or
- (5) After solicitation of a number of sources, competition is determined inadequate.

**§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section.

### **§ 200.322 Domestic preferences for procurements.**

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- (b) For purposes of this section:
  - (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

[[85 FR 49543](#), Aug. 13, 2020, as amended at [88 FR 57790](#), Aug. 23, 2023]

### **§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **§ 200.324 Contract cost and price.**

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of

subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under [subpart E of this part](#). The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§ 200.325 Federal awarding agency or pass-through entity review.**

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
  - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
  - (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
  - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
  - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
  - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in [paragraph \(b\)](#) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
  - (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
  - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification



procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§ 200.326 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

### **§ 200.327 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in appendix II to this part.

### **Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must

include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

- (D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- (G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).
- (I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (J) See [§ 200.323](#).
- (K) See [§ 200.216](#).
- (L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]

#### **State Of Kansas Procurement Regulations (derived from K.S.A. 75-3739)**

- (b)
  - (1) If the amount of the purchase is estimated to exceed \$50,000, sealed bids shall be solicited by notice published once in the Kansas register not less than 10 days before the date stated in the notice for the opening of the bids. The director of purchases may waive this publication of notice requirement when the director determines that a more timely procurement is in the best interest of the state. The director of purchases also may designate a trade journal for the publication. The director of purchases also shall solicit such bids by sending notices by mail to prospective bidders and by posting the notice on a public bulletin board for at least 10 business days before the date stated in the notice for the opening of the bids unless otherwise provided by law. **All bids shall be sealed when received and shall be opened in public at the hour stated in the notice.**

- (2) The director of purchases shall prepare a detailed report at least once in each calendar quarter of all instances in which the director waived publication of the notice of bid solicitations in the Kansas register as provided in this subsection. The director shall submit the report to the legislative coordinating council, the chairperson of the committee on ways and means of the senate and the chairperson of the committee on appropriations of the house of representatives.
- (c) All purchases estimated to exceed approximately \$25,000 but not more than \$50,000, shall be made after receipt of sealed bids following at least three days' notice posted on a public bulletin board.
- (d) All purchases estimated to be more than \$5,000, but less than \$25,000, may be made after the receipt of three or more bid solicitations by telephone, telephone facsimile or sealed bid, following at least three days' notice posted on a public bulletin board. Such bids shall be recorded as provided in subsection (f) of K.S.A. [75-3740](#), and amendments thereto. Any purchase that is estimated to be less than \$5,000 may be purchased under conditions and procedures prescribed by the director of purchases. Purchases made in compliance with such conditions and procedures shall be exempt from other provisions of this section.

If there is a difference between entity rules, applicable state and/or tribal rules, and the federal procurement standards, non-state entities must follow the most restrictive rule that allows for compliance at both levels.

Failure to follow federal contracting requirements when procuring goods and selecting contractors puts FEMA award recipients and subrecipients at risk of not receiving either their full reimbursement or having obligated funds recouped by FEMA.

By signature below, City of Goodland accepts this award and attests that all requirements outlined in the above Procurement practices are consistently satisfied.

City of Goodland

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Title of Representative

JD5UEV4UTKQ6  
Subrecipient Unique Entity Identifier (UEI)

\_\_\_\_\_  
Printed Name of Representative

**RESOLUTION NO. 1649**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 321 BROADWAY AVENUE, GOODLAND, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES BE MADE SAFE AND SECURE.**

**WHEREAS**, the Enforcing Officer of the City of Goodland, Kansas, did on the 7th day of October, 2024, file with the governing body of said city, a statement in writing that the structure, hereinafter described, is unsafe and dangerous; and,

**WHEREAS**, the governing body did by Resolution No. 1645, dated the 7<sup>th</sup> day of October, 2024, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

**WHEREAS**, Resolution No. 1645 was published in the official city paper on the 11th day of October, 2024 and on the 18<sup>th</sup> day of October, 2024, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

**WHEREAS**, on the 4<sup>th</sup> day of November 2024, the governing body did conduct the hearing scheduled in Resolution No. 1645 and took evidence from the following: the Enforcing Officer on behalf of the City and the Owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, THAT:**

1. The governing body hereby finds that the structure located at  
  
2ND ADDN TO GOODLAND, BLOCK 16, Lot 16 - 17  
  
is unsafe and dangerous and directs that such structure is to be demolished and the premises made safe and secure.
2. The owner of such property is hereby directed to commence the back filling of the unfinished foundation and the clean up of construction materials from the property within thirty (30) days of November 4, 2024. Provided that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the repairs to the property.
3. If the owner fails to commence the backfilling of the foundation and clean up of construction materials on the property within the time stated, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and

removed and the costs of razing and removing, less salvage, if any, shall be collected in the manner provided by K.S.A. 12-1,1115, and amendments thereto or shall be assessed as special assessments against the lot or parcel of land upon which the structure is located or both, all as provided by law.

**BE IT FURTHER RESOLVED**, that if the owner fails to commence the backfilling of the unfinished foundation and the cleanup of the construction materials on the property within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to backfill and remove the construction materials without further notice to the owner or other parties in interest.

**BE IT FURTHER RESOLVED**, that the City Clerk shall cause this Resolution to be published once in the official city paper and mail a copy to the owners, agents, lienholders, occupants and other parties in interest.

Adopted this 4<sup>th</sup> day of November, 2024.

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Aaron Thompson, Mayor

ATTEST:

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Mary Volk, City Clerk

**RESOLUTION NO. 1650**

**A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT 508 W. 15<sup>th</sup> STREET, GOODLAND, KANSAS, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND THE PREMISES BE MADE SAFE AND SECURE.**

**WHEREAS**, the Enforcing Officer of the City of Goodland, Kansas, did on the 7th day of October, 2024, file with the governing body of said city, a statement in writing that the structure, hereinafter described, is unsafe and dangerous; and,

**WHEREAS**, the governing body did by Resolution No. 1646, dated the 7<sup>th</sup> day of October, 2024, fix the time and place of a hearing at which the owner, his or her agent, and lienholders, any occupants and all other parties of interest of such structure could appear and show cause why such structure should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

**WHEREAS**, Resolution No. 1646 was published in the official city paper on the 11th day of October, 2024 and on the 18<sup>th</sup> day of October, 2024, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

**WHEREAS**, on the 4<sup>th</sup> day of November 2024, the governing body did conduct the hearing scheduled in Resolution No. 1646 and took evidence from the following: the Enforcing Officer on behalf of the City and the Owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF GOODLAND, KANSAS, THAT:**

1. The governing body hereby finds that the structure located at  
  
FIRST ADDN TO GOODLAND, BLOCK 37, Lot 3 – 4  
  
is unsafe and dangerous and directs that such structure is to be demolished and the premises made safe and secure.
2. The owner of such structure is hereby directed to commence the demolition of the property within thirty (30) days of November 4, 2024. Provided that upon due application by the owner and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the repairs to the property.
3. If the owner fails to commence the removal of the structure within the time stated, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed and the costs of razing and removing, less salvage, if any, shall be collected in the manner provided by K.S.A. 12-1,1115, and

amendments thereto or shall be assessed as special assessments against the lot or parcel of land upon which the structure is located or both, all as provided by law.

**BE IT FURTHER RESOLVED**, that if the owner fails to commence the repair of the structure within the time provided herein or fails to diligently prosecute the same, the governing body may take such further action as it deems necessary to raise and remove the structure without further notice to the owner or other parties in interest.

**BE IT FURTHER RESOLVED**, that the City Clerk shall cause this Resolution to be published once in the official city paper and mail a copy to the owners, agents, lienholders, occupants and other parties in interest.

Adopted this 4<sup>th</sup> day of November, 2024.

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Aaron Thompson, Mayor

ATTEST:

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Mary Volk, City Clerk





**AGENDA ITEM #**  
**CITY COMMISSION COMMUNICATION FORM**

---

**FROM:** Mary Volk, City Clerk  
Andrew Brunner, EBH Engineer

**DATE:** November 4, 2024

**ITEM:** Change Order #1: Caldwell Cost Share Program

**NEXT STEP:** Motion to approve

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

Change order #1 as recommended from Bettis Asphalt & Construction, Inc. and Andrew Brunner, EBH to adjust all quantities to final constructed quantities. Net decrease of the change order on the contract is \$18,117.61.

**II. RECOMMENDED ACTION / NEXT STEP:**

Staff recommends approval of change order and to authorize the Mayor to sign the Certificate of Completion on this project from Bettis Asphalt & Construction, Inc.

**III. FISCAL IMPACTS:**

The State awarded the Cost Share Grant for this project in the amount of \$401,280 for total construction costs. Grant award is an 80/20 split with the local share being paid from the City's Special Highway gas tax monies.

**IV. BACKGROUND INFORMATION:**

From the February 5, 2024 City Commission meeting minutes:

Bid Award: KDOT Caldwell Ave. Cost Share Project- Kent stated, project is funded 80% grant with maximum of \$401,280. We received one bid for the project from McCormick Asphalt and Paving in the amount of \$393,980.85. Estimated start date is September 1, 2024 and project needs to be done by September 27<sup>th</sup> for Flatlanders. Bid was less than expected. On project we are redoing driving lanes and sections of driveways. We may try to do more in 16<sup>th</sup> to 17<sup>th</sup> block due to truck traffic. We are requesting permission to add additional work if grant allows. Consensus of commission is in agreement with request. Kent stated, we have been asked why we are not doing the street curb to curb but that request for the grant was turned down so we reapplied for driving lanes only and received award. ON A MOTION by Commissioner Showalter to approve the bid on the KDOT Caldwell Avenue Cost Share Project to McCormick Asphalt and Paving in the amount of \$393,980.85 seconded by Commissioner Redlin. MOTION carried on a VOTE of 4-0.

This change order includes a net decrease of \$18,117.61 to as-constructed final quantities. The final contract amount with Bettis Asphalt & Construction, Inc will be changed to \$375,863.24.

DOCUMENT 00 63 63

CHANGE ORDER

CHANGE ORDER NO. 1 - FINAL

Date September 30, 2024

Project: CALDWELL AVENUE IMPROVEMENTS 2024

Effective Date of Agreement March 11, 2024

Contractor Bettis Asphalt & Construction, Inc

Owner hereby orders and authorizes the following changes in the Work: Revising quantities to as-constructed final quantities.

CHANGE IN CONTRACT PRICE:

Original Contract Price (as of Effective Date of Agreement):	\$	393,980.85
Old Contract Price (as adjusted by previous Change Orders):	\$	393,980.85
NET (increase) (decrease) due to this Change Order:	\$	18,117.61
New Contract Price (as adjusted by this Change Order):	\$	375,863.24

CHANGE IN CONTRACT TIME:

Original completion date (as given in Notice to Proceed):	_____	, 2024
Old completion date (as adjusted by previous Change Orders):	_____	, 2024
NET (increase) (decrease) due to this Change Order:	_____	days
New completion date (as adjusted by this Change Order):	_____	, 2024

ORDERED BY: City of Goodland, Kansas (Owner)

By: \_\_\_\_\_

(Typed/Printed)

(Title)

Attest: \_\_\_\_\_

(Title)

ACCEPTED BY: Bettis Asphalt & Construction, Inc (Contractor)

By: [Signature]

Mark Bettis (Typed/Printed)

President (Title)

REVIEWED BY:

[Signature] EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

END OF DOCUMENT

Goodland Caldwell Avenue Improvements 2024  
Change Order No. 1 - FINAL

Item	Description	Unit	Contract			Constructed		Difference	
			Unit Price	Quantity	Price	Quantity	Price	Quantity	Price
<b>Base Bid</b>									
1	Mobilization	LS	\$ 41,200.00	1	\$ 41,200.00	1	\$ 41,200.00	0	\$ -
2	Milling	S.Y.	\$ 6.35	8,750	\$ 55,562.50	10033	\$ 63,709.55	1283	\$ 8,147.05
3	HMA - Commercial Grade (Class A)	Tons	\$ 181.67	1,005	\$ 182,578.35	1207	\$ 219,275.69	202	\$ 36,697.34
4	HMA - Commercial Grade (Class A) (Patching)	Tons	\$ 228.00	185	\$ 42,180.00	111	\$ 25,308.00	-74	\$ (16,872.00)
5	Granular Base (Patching)	S.Y.	\$ 78.00	550	\$ 42,900.00	0	\$ -	-550	\$ (42,900.00)
6	Geosynthetic Reinforcement (Patching)	S.Y.	\$ 5.80	550	\$ 3,190.00	0	\$ -	-550	\$ (3,190.00)
7	Adjustment of Manhole	Each	\$ 2,500.00	2	\$ 5,000.00	2	\$ 5,000.00	0	\$ -
8	Adjustment of Water Valves	Each	\$ 1,700.00	1	\$ 1,700.00	1	\$ 1,700.00	0	\$ -
9	Traffic Control	L.S.	\$ 19,670.00	1	\$ 19,670.00	1	\$ 19,670.00	0	\$ -
					\$ 393,980.85	\$ 375,863.24		\$ (18,117.61)	

DOCUMENT 00 65 16

**CERTIFICATE OF COMPLETION**

Project: **CALDWELL AVENUE IMPROVEMENTS 2024**

Effective Date of Agreement: **March 11, 2024**

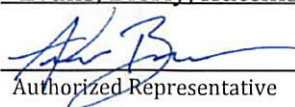
Contractor: **Bettis Asphalt & Construction, Inc**

Contract Amount: **\$ 375,863.24**

Date of Completion: **September 25, 2024**

The Work performed under the **Contract Documents** has been inspected by authorized representatives of the **Owner, Contractor, and Engineer**. The Project is hereby declared completed in accordance with the approved **Drawings** and **Specifications**, and **Contractor's** obligations under the **Contract Documents** are hereby declared fulfilled with the exception of the following:

The Date of Completion is the date upon which all warranties and guarantees begin, and the beginning of the correction period under the **Contract Documents**.

**Engineer:** Evans, Bierly, Hutchison & Associates, P.A.  
  
Authorized Representative 10-11-2024  
Date

**Contractor** accepts this Certificate of Completion and hereby certifies that all of **Contractor's** indebtedness connected with the Work under the **Contract Documents** has been paid or otherwise satisfied in full.

**Contractor:**  Mark Bettis, President  
Bettis Asphalt & Construction, Inc 10.28.24  
Authorized Representative Date

City of Plains, as **Owner**, hereby accepts the Work under the **Contract Documents**.

**Owner:** City of Goodland, Kansas  
\_\_\_\_\_  
Authorized Representative Date

END OF DOCUMENT



**AGENDA ITEM**  
CITY COMMISSION COMMUNICATION FORM

---

**FROM:** Kent Brown, City Manager  
Mary Volk, City Clerk

**DATE:** November 4, 2024

**ITEM:** Pay Estimate #1: Caldwell Cost Share Project

**NEXT STEP:** Motion to approve

---

ORDINANCE  
 MOTION  
 INFORMATION

- 
- I. REQUEST OR ISSUE:**  
This is pay estimate #1 for the total project of \$375,863.24.
- II. RECOMMENDED ACTION / NEXT STEP:**  
Need a motion to approve.
- III. FISCAL IMPACTS:**  
As part of Cost Share grant for Caldwell Street improvements. 80% paid by the grant, 20% from City Special Highway gas tax money.
- IV. BACKGROUND INFORMATION:**  
This is the first and final pay estimate to Bettis Asphalt & Construction Inc for the contract amount as adjusted to final quantities in Change Order #1 previously discussed.

Goodland Caldwell Avenue Improvements 2024

Pay Estimate No. 1 - FINAL

11-Oct-24

Item	Description	Unit	Contract			Constructed		
			Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
<b>Base Bid</b>								
1	Mobilization	LS	\$ 41,200.00	1	\$ 41,200.00	1	1	\$ 41,200.00
2	Milling	S.Y.	\$ 6.35	8,750	\$ 55,562.50	10033	10033	\$ 63,709.55
3	HMA - Commercial Grade (Class A)	Tons	\$ 181.67	1,005	\$ 182,578.35	1207	1207	\$ 219,275.69
4	HMA - Commercial Grade (Class A) (Patching)	Tons	\$ 228.00	185	\$ 42,180.00	111	111	\$ 25,308.00
5	Granular Base (Patching)	S.Y.	\$ 78.00	550	\$ 42,900.00		0	\$ -
6	Geosynthetic Reinforcement (Patching)	S.Y.	\$ 5.80	550	\$ 3,190.00		0	\$ -
7	Adjustment of Manhole	Each	\$ 2,500.00	2	\$ 5,000.00	2	2	\$ 5,000.00
8	Adjustment of Water Valves	Each	\$ 1,700.00	1	\$ 1,700.00	1	1	\$ 1,700.00
9	Traffic Control	L.S.	\$ 19,670.00	1	\$ 19,670.00	1	1	\$ 19,670.00
					\$ 393,980.85			\$ 375,863.24

	TOTAL	USED	
Stored Material	\$ -	0%	\$ -
Total Due Contractor from Construction			\$ 375,863.24
Retainage (10%)			\$ -
Previously Paid			\$ -
Amount Due This Pay Estimate			\$ 375,863.24

  
 EBH Engineering 10-11-2024  
 Date

  
 Bettis Asphalt and Construction Inc 10.28.24  
 Date

\_\_\_\_\_  
 City of Goodland Date



**AGENDA ITEM #**  
CITY COMMISSION COMMUNICATION FORM

---

**FROM:** Kent Brown, City Manager  
Mary Volk, City Clerk

**DATE:** November 4, 2024

**ITEM:** Change Order #4: Goodland Industrial Park Improvements

**NEXT STEP:** Motion to approve

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ORDINANCE  
 MOTION  
 INFORMATION

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**I. REQUEST OR ISSUE:**

This is pay estimate #3 for a total of \$454,968.01.

**II. RECOMMENDED ACTION / NEXT STEP:**

Need Motion to approve.

**III. FISCAL IMPACTS:**

As part of BASE grant for Industrial Park improvements. 75% paid by the grant, 25% from other city funds.

**IV. BACKGROUND INFORMATION:**

From the August 5, 2024 meeting minutes:

**A. Pay Estimate #1: Goodland Industrial Park Improvements** - Kent stated, Industrial Park project has started. This is pay estimate #1 to Miller Construction in the amount of \$254,333.94, which includes stored materials for a large portion of project. They are progressing well on project. Andrew Brunner, EBH Engineer stated, the south portion of sewer lines and manholes are installed. Plan is to start on street tomorrow. They will complete area by sunflower plant and west, then jump over to north side of park. City crews were able to get water lines started quickly. When contractor moves to north portion of project city crews can complete final tie in on water. **ON A MOTION** by Mayor Thompson to approve Pay Estimate #1: Goodland Industrial Park Improvements to Miller Construction in the amount of \$254,333.94 **seconded by** Commissioner Showalter. **MOTION carried on a VOTE of 4-0.**

From the September 3, 2024 meeting minutes

**G. Pay Estimate #2: Goodland Industrial Park Improvements** – Kent stated, work continues at Industrial Park. This is second pay estimate in amount of \$215,697.82. **ON A MOTION** by Mayor Thompson to approve Goodland Industrial Park Improvement Pay Estimate #2 to Miller Construction in the amount of \$215,697.82 **seconded by** Commissioner Redlin. **MOTION carried on a VOTE of 5-0.**

=====  
If keep this section -- - It was agreed with the contractor to pay for stored materials with

the first pay estimate. As the stored materials are used on the project, the amount for stored materials on the subsequent pay estimates will be reduced. The amount for stored materials on pay estimate #3 is listed as \$42,011.06. It also lists 62% of the total stored materials has been used. The \$42,011.06 is also included as part of the previously paid amount of \$470,031.76. The stored materials is only paid for once – and then as it is used, the amount will be reduced. It is tracked through the stored materials line item – but, the City does not pay multiple times for those stored materials. If there are any questions, Andrew with EBH as well as city staff will be available to answer.

**B. Pay Estimate #3: Goodland Industrial Park Improvements - Kent stated, Millers Construction has done a lot of work on project. This pay estimate is through end of September in the amount of \$499,726.16 for the Industrial Park project. ON A MOTION by Mayor Thompson to approve pay estimate #3 to Miller Construction in the amount of \$499,729.16 on the Goodland Industrial Park project seconded by Commissioner Redlin. MOTION carried on a VOTE of 5-0.**



**Goodland Industrial Park Improvements 2023**

Pay Estimate No. 4

29-Oct-24

Item	Description	Unit	Contract			Constructed		
			Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
<b>Base Bid</b>								
1	Mobilization	LS	\$ 51,465.07	1	\$ 51,465.07	0.38	0.98	\$ 50,435.77
2	Common Excavation	CY	\$ 3.25	6,655	\$ 21,628.75		6645	\$ 21,596.25
3	Rock Excavation	CY	\$ 32.00	35	\$ 1,120.00		23	\$ 736.00
4	Concrete Pavement (8")(AE)(NRDJ)	SY	\$ 83.00	9,823	\$ 815,309.00	4618	9802	\$ 813,566.00
5	Concrete Pavement (8")(AE)	SY	\$ 80.00	139	\$ 11,120.00	55	94	\$ 7,520.00
6	Curb & Gutter (AE)	LF	\$ 35.00	4,760	\$ 166,600.00	1768	4760	\$ 166,600.00
7	Aggregate Base	SY	\$ 11.00	11,230	\$ 123,530.00		11177	\$ 122,947.00
8	Geosynthetic Reinforcement	SY	\$ 1.75	11,230	\$ 19,652.50		11177	\$ 19,559.75
9	Concrete Flume	EA	\$ 2,000.00	2	\$ 4,000.00	1	2	\$ 4,000.00
10	Rip-Rap Slope Protection	SY	\$ 25.50	55	\$ 1,402.50		22	\$ 561.00
11	Adjustment of Water Valve	EA	\$ 500.00	3	\$ 1,500.00	5	8	\$ 4,000.00
12	20" Bio-Log Ditch Check	LF	\$ 12.50	45	\$ 562.50		0	\$ -
					\$ 1,217,890.32			\$ 1,211,521.77


<b>Additive No. 1</b>								
Item	Description	Unit	Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
1	Mobilization	LS	\$ 4,100.00	1	\$ 4,100.00		1.00	\$ 4,100.00
2	Common Excavation	CY	\$ 3.75	6,500	\$ 24,375.00		6500	\$ 24,375.00
3	Compaction of Earthwork	CY	\$ 7.50	3,523	\$ 26,422.50		3523	\$ 26,422.50
4	Rip-Rap Slope Protection	SY	\$ 25.00	44	\$ 1,100.00		44	\$ 1,100.00
5	Erosion Control Mat (Class 2)	SY	\$ 7.00	396	\$ 2,772.00		396	\$ 2,772.00
6	Seeding	LS	\$ 3,700.00	1	\$ 3,700.00		1	\$ 3,700.00
7	20" Bio-Log Ditch Check	LF	\$ 12.50	20	\$ 250.00		0	\$ -
					\$ 62,719.50			\$ 62,469.50

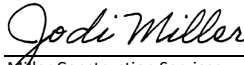
<b>Additive No. 2</b>								
Item	Description	Unit	Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
1	Waterline Materials	LS	\$ 81,212.07	1	\$ 81,212.07		1	\$ 81,212.07
					\$ 81,212.07			\$ 81,212.07

<b>Additive No. 3</b>								
Item	Description	Unit	Unit Price	Quantity	Price	Since Last Pay Estimate	Quantity	Price
1	Mobilization	LS	\$ 6,000.00	1	\$ 6,000.00		0.60	\$ 3,600.00
2	Sanitary Sewer Connection	EA	\$ 1,000.00	2	\$ 2,000.00		1	\$ 1,000.00
3	8" SDR26 Sanitary Sewer Pipe	LF	\$ 37.00	3,581	\$ 132,497.00		2301	\$ 85,137.00
4	Standard Manhole (0-6') w/ Std Ring & Cover	EA	\$ 7,000.00	13	\$ 91,000.00		7	\$ 49,000.00
5	Manhole (Extra Depth)	LF	\$ 250.00	21	\$ 5,250.00		6.0	\$ 1,500.00
					\$ 236,747.00			\$ 140,237.00

Contract Total \$ 1,598,568.89      Constructed Total \$ 1,495,440.34

	TOTAL	USED	
	Stored Material	\$ 110,555.43	100% \$ -
<b>Total Due Contractor from Construction</b>			\$ 1,495,440.34
<b>Retainage (5%) (constructed work only, not on stored materials or waterline materials)</b>			\$ 70,711.41
<b>Previously Paid</b>			\$ 969,760.92
<b>Amount Due This Pay Estimate</b>			\$ 454,968.01

  
 EBH Engineering      10-29-2024  
 Date

  
 Miller Construction Services      10/29/2024  
 Date

City of Goodland      Date

**City of Goodland  
Month-end Fund Balance**

Fund No.	Fund	October 2024			Ending Balance	Investments	Total
		Beginning Balance	Deposits	Disbursements			
02	Sales Tax Imp Project	0.00	-	-	0.00	-	0.00
03	Museum Endowment	6,519.56	12,343.13	(12,000.00)	6,862.69	76,510.03	83,372.72
04	Street & Project Improvement	329,686.60	70,000.00	(510,873.00)	(111,186.40)	-	(111,186.40)
05	Cemetery Improvement	46,702.15	84,163.66	(88,358.00)	42,507.81	221,547.84	264,055.65
06	Special Highway	2,421.34	32,965.13	(6,350.95)	29,035.52	161,000.00	190,035.52
07	Self Insurance	130,109.25	177,212.69	(184,600.41)	122,721.53	370,000.00	492,721.53
09	Airport Fund	128,988.87	104,333.64	(111,263.64)	122,058.87	260,000.00	382,058.87
11	General	512,600.59	425,316.28	(214,872.97)	723,043.90	175,000.00	898,043.90
12	Bond and Interest	8,803.32	10,442.42	(8,600.00)	10,645.74	8,600.00	19,245.74
13	Library	11,800.26	7,114.45	(11,800.26)	7,114.45	-	7,114.45
14	Sales Tax	52.91	24,922.12	(24,549.85)	425.18	-	425.18
15	Electric Utility	815,806.56	784,211.86	(925,273.34)	674,745.08	225,000.00	899,745.08
18	Municipal Court Diversion Fees	4,962.04	1,221.55	(1,428.15)	4,755.44	7,500.00	12,255.44
19	Law Enforcement Trust	37,926.18	20,294.96	(20,000.00)	38,221.14	28,200.00	66,421.14
20	Electric Meter Deposit	28,952.16	34,438.92	(35,000.00)	28,391.08	131,000.00	159,391.08
21	Water Utility	207,936.95	118,551.26	(355,012.05)	(28,523.84)	305,000.00	276,476.16
22	Water Service Deposit	54,165.88	3,664.11	(5,150.00)	52,679.99	43,000.00	95,679.99
23	Sewer Utility	151,413.56	41,593.32	(72,186.99)	120,819.89	40,000.00	160,819.89
25	Vehicle Inspections (VIN)	12,096.71	12,234.66	(11,443.45)	12,887.92	25,500.00	38,387.92
26	Special Park & Recreation	2,530.64	2,000.00	(4,500.00)	30.64	7,600.00	7,630.64
27	Grant Improvement Reserve Fund	12,568.27	36,576.30	(30,000.00)	19,144.57	70,000.00	89,144.57
28	CID Projects	0.00	35,410.63	(19,002.93)	16,407.70	-	16,407.70
29	Fire Equipment	-	-	-	-	-	-
30	Health and Sanitation	26,046.12	79,082.14	(88,732.00)	16,396.26	30,000.00	46,396.26
31	Airport Improvement	(60,539.22)	103,764.16	(110,007.23)	(66,782.29)	-	(66,782.29)
32	Electric Reserve	161,782.97	207,429.79	(208,000.00)	161,212.76	438,000.00	599,212.76
33	Water Reserve	196,973.57	57,484.75	(50,000.00)	204,458.32	115,000.00	319,458.32
34	CDBG Grant	0.00	-	-	0.00	-	0.00
35	ARPA Project	(7,922.97)	76.46	(10,000.00)	(17,846.51)	20,000.00	2,153.49
36	M.E.R.F	1,187,358.66	349,848.96	(248,544.39)	1,288,663.23	1,850,700.00	3,139,363.23
37	Sewer Reserve	51,012.03	89,060.89	(63,000.00)	77,072.92	148,000.00	225,072.92
38	Capital Improvement Reserve Fund	3,231,057.85	733,722.35	(491,541.02)	3,473,239.18	2,940,000.00	6,413,239.18
39	Efficiency KS Project	1.61	137.36	(137.13)	1.84	-	1.84
40	Insurance Proceeds Fund	5,725.99	14.82	-	5,740.81	-	5,740.81
45	Employee Benefits	225,993.65	49,498.87	(82,307.31)	193,185.21	60,000.00	253,185.21
46	Library Employee Benefits	2,279.87	1,386.57	(2,279.87)	1,386.57	-	1,386.57
48	State Water Plan	7,792.66	973.02	(4,102.89)	4,662.79	-	4,662.79
	<b>TOTAL</b>	<b>7,533,606.59</b>	<b>3,711,491.23</b>	<b>(4,010,917.83)</b>	<b>7,234,179.99</b>	<b>7,757,157.87</b>	<b>14,991,337.86</b>
	FNB Bank	-	-	-	-	3,728,100.00	3,728,100.00
	BANKWEST	7,531,606.59	3,132,821.45	(3,432,248.05)	7,232,179.99	35,047.84	7,267,227.83
	Western State Bank	-	-	-	-	3,948,000.00	3,948,000.00
	Ameriprise Ent. Inv. Services	-	-	-	-	46,010.03	46,010.03
	Petty Cash	2,000.00	-	-	2,000.00	-	2,000.00
	<b>TOTAL</b>	<b>7,533,606.59</b>	<b>3,132,821.45</b>	<b>(3,432,248.05)</b>	<b>7,234,179.99</b>	<b>7,757,157.87</b>	<b>14,991,337.86</b>

**CITY OF GOODLAND BANKING SERVICES  
REQUEST FOR PROPOSAL (RFP)**

The City of Goodland invites qualified local banking institutions to submit proposals for providing basic banking services described in the attached specifications. Written proposals using the forms provided herein will be received until 10:00 A.M. on November 26, 2024 at the City Clerk's Office, City Office, 204 W. 11th, P.O. Box 59, Goodland, Kansas 67735. Bid proposals will be opened at 11:00 A.M. November 26, 2024 in the office of the City Clerk.

**CONDITIONS QUALIFYING A BANKING INSTITUTION TO PROPOSE**

1. LOCATION WITHIN THE CITY LIMITS  
A proposer must meet state guidelines outlined in K.S.A. 9-1401 et. seq. and amendments thereto.
2. DESIGNATED DEPOSITORY  
A proposer must be designated by the City as a qualified depository for public funds pursuant to K.S.A. 9-1401. Currently "Designated Depositories" for the City of Goodland are FNB of Goodland; Western State Bank, Goodland and BANKWEST, Goodland. All other proposers must apply to the City for such designation prior to submission of a bid and must be so designated by the City Commission prior to being awarded the bid.

**PROCEDURAL INSTRUCTIONS**

1. INTENT  
The intent of this RFP is to select one banking institution to provide basic banking services. Investment of idle funds will continue to be invested in local banks approved as designated depositories by the Goodland City Commission.
2. PROPOSAL FORM  
A proposer shall use the attached Proposal Form, Exhibit A or copies thereof in submitting a proposal. It is required that the proposal be completed in its entirety.
3. NO PROPOSAL  
If a service requirement cannot be met by a proposer, then the term "No Proposal" should be entered on the Proposal Form for that specific requirement. In the case of a "No Proposal" remark, the proposer may offer an alternate equivalent service.
4. SEALED PROPOSALS  
A proposal must be submitted in a sealed envelope bearing the title "City of Goodland Banking Services" along with the proposer's name and address. The proposer shall return completed Proposal Forms and other pertinent information to the City Clerk no later than 10:00 A.M. on November 26, 2024, to City Office, 204 W. 11th, Goodland, KS 67735. It is the responsibility of the proposer to ensure that the proposal arrives on time at the right place. Any proposals received after the above time will be disqualified.

5. **PUBLIC INFORMATION**  
All submitted proposals and information included therein or attached thereto shall become public record upon the opening of such proposals.
6. **RESPONSES TO PROPOSER QUESTIONS**  
A proposer may submit written questions in order to clarify any matters relating to this RFP. The proposer's question and the City's answer will become public records and will be shared with all proposers to whom the RFP has been sent.
7. **CITY CLERK CONTACT OFFICE**  
The City Clerk's office shall be the contact office with any or all aspects of this RFP.
8. **CITY RIGHTS**  
The City reserves the right to reject any or all proposals, to waive any non-material irregularities or informalities in any RFP, and to accept or reject any item or combination of items.
9. **BANKING SERVICES**  
If a banking institution does not begin the process to set up banking services for the City within forty-five (45) days after being notified of selection, the City may give notice to the bank of the City's intent to select the next most qualified proposing bank or call for new proposals, whichever the City deems most appropriate.

## **SELECTION PROCESS**

1. **CRITERIA FOR SELECTION**  
Criteria for evaluation of proposals will be 1) legal and to ensure other qualifications have been met by the proposer; 2) completeness of proposal; 3) availability of services (both basic and optional) within this RFP; 4) least total cost to the City.

## **CONTRACT TERMS**

1. **CONTRACT PERIOD**  
The selected institution shall be designated as the City's depository for a three-year term commencing no later than February 1, 2025.
2. **CANCELLATION OF CONTRACT**  
The designated depository shall provide the City at least ninety (90) days prior written notice of its intent to terminate any agreement. A decision to terminate depository services may not be as a result of an offering of a lower price from another bank during the contract periods. Should selected institution be sold to another bank and the same or better services cannot be provided to the City by purchasing bank, the City has the right to resubmit banking proposals within ninety (90) days.
3. **AWARD OF SERVICES**  
The City of Goodland Banking Services will be approved by the City Commission at the regular meeting December 2, 2024.

## BANKING NEEDS

### DESCRIPTION OF OPERATING SYSTEM

1. BACKGROUND

The City of Goodland currently has five accounts at the designated depository. The average collected balance of the main account will be approximately \$450,000.00. The second account will be used for Utility Deposit Refunds and has an average collected balance of approximately \$3,000.00. The third account will be used for Petty Cash and has an average balance of \$1,400.00. The fourth account will be used for municipal court transactions and has an average balance of \$3,500.00. The final account is a non-interest bearing account with limited activity of both deposits and only ATM withdrawals. Should there be an inactive fee assessed to any account with limited or no activity, depository shall advise City of such fees in the request for proposal.

### REQUIRED SERVICES

#### GENERAL INFORMATION

The categories listed below are the basic required package of banking services. Each proposer shall submit a service price by completing the Direct Fee section of the Proposal Form. In completing the "Interest bearing account proposals", the "Basis for Determining Rate" section shall specify the money market instrument upon which proposed rate is based and the method to be used in calculating the rate (i.e., percent of T-Bill rate, etc.). Vague references to "managerial discretion" are not acceptable. Interest shall be paid on all collected balances in the account at end of business day. Proposals shall include the type of account (i.e. interest bearing, non-interest bearing, etc.).

1. **GENERAL:** All funds deposited into accounts will be in the form of ACH, merchant credit card, cash and checks drawn upon collected funds in the main account. There are approximately 25 to 30 deposits each month and 150 to 250 checks drawn upon the main account each month. The Refund account has less than 3 deposits each month and approximately 25 checks drawn upon the account each month. The Petty Cash account has 5 to 7 deposits each month and less than 20 checks drawn on the account each month. The Municipal Court account has approximately 6 deposits each month and 10 to 15 checks drawn on the account each month.
2. **PRINTING:** The City will provide checks, unless otherwise noted in individual proposals, and the bank shall provide all deposit slips in conformity with City specifications at no additional cost to the City.
3. **ACH transactions:** There are numerous ACH transactions in the City's main account each month. The City will require a daily listing of all ACH transactions in detail. The transactions include but are not limited to: 1.) Utility customers paying utility bill. 2.) Direct Deposit of Employee Payroll. Funds deposited must be made available to the employee at 8:00 A.M. on scheduled payroll date. 3.) Monthly payments to Blue Cross Blue Shield. 4.) Transactions relating to City payroll such as Federal Taxes, Social Security/Medicare, other employee benefits, etc. 5.) Various reimbursements and payments to City, ie. Grant/Loan reimbursements, FAA office rent, etc. 6.) City Sales and Compensating Use Tax. 7) Daily online payments from Debit/Credit card merchants.

4. **WIRE TRANSFER:** Varies with bond and temporary note activity.
5. **SAFE DEPOSIT BOX:** One medium safe deposit box.
6. **STOP PAYMENT:** Varies with the U.S. Postal System and vendors receiving checks.

## **ACCOUNT MAINTENANCE**

### **GENERAL INFORMATION**

Each proposal shall include specific times when information and material requested below will be provided to the City. The City Clerk has suggested standards; although proposers can propose earlier times on Proposal Forms. The proposer is requested to establish times which best fit individual banks.

1. **MONTHLY STATEMENTS**  
Monthly statements for all accounts must be available to the City through online banking with documentation supporting all entries on the statement within two (2) business days after the last calendar day of each month. The statements shall have checks listed in numerical order with any breaks in the order noted.
2. **RESOURCE PERSONNEL**  
The bank shall identify personnel in its operations department who are available to answer questions pertaining to transactions which require more detailed explanation.
3. **FRAUD**  
The bank shall contact the City as soon as possible if they suspect any fraudulent transactions within and City account. The bank shall also work directly with the City Clerk and/or City Manager to recover any funds for the City in the event the City experiences fraudulent activity.
4. **ACCESS TO RECORDS AND COOPERATION**  
The bank shall, upon authorization from the City Clerk, allow reasonable access to bank records by the City's independent auditors, and where state or federal assistance is involved, to state and federal auditors, to examine records relating to the use of City funds. The bank shall also cooperate in any prosecution for identity theft, misuse of checks, and misappropriation of funds.
4. **NEW ACCOUNTS**  
If the City develops a need for additional accounts or services during the life of the depository agreement, those new accounts or services shall be provided with the same conditions that apply to existing accounts. If the Federal Reserve, Depository Institutions, Deregulation Committee or other regulatory bodies provide for the establishment of new accounts or other regulations which are favorable to the City, the bank shall make those new services available to the City.
5. **DEPOSITORY SECURITY**  
Adequate safekeeping requirements will be maintained for all amounts over the \$250,000 FDIC Insurance coverage. The City encourages the use of Investment Cash Sweeping (ICS), or a similar instrument to assist in transferring monies as needed between investment accounts and checking

account to limit balance in main checking account at no additional cost.

## **INVESTMENTS**

The City will separately bid investments periodically with local banking institutions previously designated as depositories for the City of Goodland. The banks are requested to provide investment assistance in the management of the City's investment portfolio as permitted by pertinent federal and state laws and regulations.

## **INTERNET BANKING SERVICE**

The City utilizes Internet Banking capabilities to access all accounts and process transactions. In addition, the City utilizes balance transfers between accounts when required. The City prefers online access to monthly statements to prevent the delay by US Postal System.

## **OPTIONAL BANKING SERVICES**

A proposer may, under separate cover, submit optional proposals for other services that the proposer feels would be in the best interest of the City. Any optional service proposal will be considered separately from the basic service proposal. Each proposal is to be made separate, so that each can be considered as a complete entity. The "Criteria for Selection" set forth previously herein applies to the selection of a bank for an optional banking service(s).

**EXHIBIT A  
PROPOSAL FORM**

City Clerk  
204 W. 11th  
P.O. Box 59  
Goodland, KS 67735

Dear City Clerk:

We have read the City Clerk's RFP and fully understand its intent. We certify that we have adequate personnel, equipment, and facilities to fulfill the requirements thereto. We understand that our ability to meet criteria and provide the required services shall be judged by the City Manager's and City Clerk's Offices and approved by the City Commission.

It is understood that all information included in, attached to, or required by this Request for Proposal shall become public record upon bid opening at City Office.

Submitted By:

\_\_\_\_\_  
Banking Institution

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Date



Interest bearing account proposals:

Account	Type of Account	Average Interest Rate for the Month	Basis for Determining Rate*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

\*i.e., Percent of Fed. Funds rate, percent of Prime, percent of T-Bill discount rate, etc.

We agree to furnish the following account maintenance information at the time specified below. We understand that the times are general standards established by the City Clerk and that any other time may be proposed for furnishing the information. **The City of Goodland has not been assessed fees for banking services in the past and encourage continuation of this practice.**

<u>SERVICE</u>	<u>SUGGESTED STANDARDS</u>	<u>PROPOSED</u>
Monthly Statement	2 days after end of month	_____

NAME OF CONTACT PERSONNEL

NAME	TITLE	TELEPHONE
_____	_____	_____

DIRECT FEE AMOUNT IS \_\_\_\_\_.  
STOP PAYMENT FEE AMOUNT IS \_\_\_\_\_.

**ACH TRANSACTIONS:**  
DEBIT TRANSACTION FEE AMOUNT IS \_\_\_\_\_.  
CREDIT TRANSACTION FEE AMOUNT IS \_\_\_\_\_.

**WIRE TRANSFERS:**  
TRANSACTION FEE AMOUNT IS \_\_\_\_\_.

**SAFE DEPOSIT BOX:**  
ANNUAL FEE AMOUNT IS \_\_\_\_\_.

**INTERNET BANKING SERVICES:**  
FEES ASSESSED \_\_\_\_\_.