



**Fiscal Year (FY) 2021  
Nonprofit Security  
Grant Program (NSGP)  
AGREEMENT  
Between  
Kansas Highway Patrol  
And  
LLAMA**



**FEDERAL AWARD DATE: September 1, 2021**  
**AGREEMENT TERMINATION DATE: May 31, 2024**  
**AGREEMENT NSGP AMOUNT: \$ALPACA**  
**Federal Award Identification Number: EMW-2021-UA-00015**  
**FY 2021 NSGP Grant Federal Maximum Allowable Performance Period:  
September 1, 2021 through August 31, 2024**  
**Kansas Highway Patrol DUNS Number: 102670531**  
**Kansas Highway Patrol EIN Number: 481124839**  
**LLAMA: Non-Profit DUNS/EIN Number**

This agreement is between the Kansas Highway Patrol, hereafter referred to as the Grantor, and the LLAMA, hereafter referred to as the Subrecipient.

**It is mutually agreed that:**

1. The purpose of this agreement is to provide funds from the U.S. Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA) Federal Fiscal Year (FY) 2021 Nonprofit Security Grant Program (CFDA 97.008) grant award **EMW-2021-UA-00015** to integrate the preparedness activities of nonprofit organizations that are at high risk of a terrorist attack with broader state and local preparedness efforts.
2. This agreement, including attachments, may be amended and extended, as necessary. Such amendments shall be in writing and duly executed by Grantor and Subrecipient.
3. All subcontracts, agreements, and financial obligations of the Subrecipient, using funds from this agreement and entered into by the Subrecipient, must be approved by the Grantor prior to the execution of those subcontracts, agreements, and financial obligations.
4. Total reimbursement under this agreement shall not exceed the total amount allocated. Funding may be reduced, redirected, suspended, or terminated by the Grantor if the total amount awarded to the Grantor is reduced, redirected, suspended, or terminated by the federal government.
5. Commingling of federal grant funds under this agreement is prohibited.
6. During the term of this agreement, no project activities may be started, or associated expense claims reimbursed to the Subrecipient until this agreement has been signed by both parties and additional requirements are met.

**Grantor agrees:**

1. To reimburse the Subrecipient within 45 days of receipt of reimbursement request from Subrecipient for authorized expenses and approved reimbursement requests that were incurred and are consistent with the proposed budget listed within the Nonprofit Security Grant Program (NSGP) Investment Justifications and guidelines along with federal and state regulations.
2. To provide technical assistance to the Subrecipient regarding grant guidelines, procedures, and federal and state regulations upon reasonable request by the Subrecipient.

**Subrecipient agrees:**

1. Subrecipient shall submit and update quarterly progress and quarterly obligation to the Grantor. The Subrecipient’s failure to meet reporting or expenditure deadlines as specified below may result in the freezing or redistribution of grant funds:

<b>Quarter Ending</b>	<b>Reporting Period</b>	<b>Quarterly Obligations</b>	<b>Quarterly Progress Reports</b>
March 31	January 1 – March 31	April 5	April 15
June 30	April 1 - June 30	July 5	July 15
September 30	July 1 – September 30	October 5	October 15
December 31	October 1 – December 31	January 5	January 15

2. To comply with the “FY 2021 Agreement Articles,” “FY 2021 Special Conditions”, Contractual Provisions Attachment, and Single Audit Certification Letter Attachment, which are included and attached to this agreement.
3. To adhere to monitoring requirements of the Grantor, as defined in “FY 2021 Agreement Articles
4. To expend all funds awarded pursuant to this agreement in compliance with the FY 2021 Nonprofit Security Grant Program (NSGP) Guidelines under “FY 2021 Agreement Articles” and “FY 2021 Special Conditions.” In addition, any mobile or portable radio equipment purchased must possess sufficient channel capacity to accommodate programming of national interoperability channels as mandated by the Statewide Interoperability Executive Committee (SIEC). Following the statewide interoperability channel standard set forth by the SIEC, the national interoperability channels will be programmed in radio equipment purchased with grant funding at the time of purchase.
5. The Subrecipient will defend, indemnify, hold harmless, and save the Grantor and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this agreement or any

contract entered into under this agreement or any activities funded by this agreement performed by the Subrecipient or their employees, agents, or subcontractors.

6. The Subrecipient shall keep an inventory of all equipment acquired with grant funds provided by the Grantor.
7. The Subrecipient shall account for equipment sold or transferred and obtain pre-approval from the SAA.
8. To make reimbursement requests on a minimum of a monthly basis, if any billable project costs have been incurred.
9. To be responsible for costs exceeding the total allocation in this agreement.
10. To be responsible for any costs outside of the original Investment Justifications submitted in the competitive grant application without prior approval.

**Subrecipient agrees:**

1. To abide by the Subrecipient Requirements attachment, that is included and attached to this agreement.

Failure of Subrecipient to comply with this agreement could result in penalties including, but not limited to, suspension of funds, termination of funds, and reimbursement to the Grantor of funds received by the Subrecipient. The Grantor may terminate this agreement upon written notice to the Subrecipient for failure to comply.

This agreement will be in effect once signed by all parties and will terminate on May 31, 2024.

**Signatures:**

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Grantor Representative, Lt. Edna Cordner                      Date

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Subrecipient Representative                      Date

## **FY 2021 AGREEMENT ARTICLES**

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

The FY 2021 Nonprofit Security Grant Program (NSGP) plays an important role in the implementation of the National Preparedness System (NPS) by supporting the development and sustainment of core capabilities. Core capabilities are essential for the execution of each of the five mission areas outlined in the National Preparedness Goal. The NSGP provides funding support for statutorily eligible costs to include target hardening and other physical security enhancements and activities to nonprofit organizations that are at high risk of terrorist attack. The program seeks to integrate nonprofit preparedness activities with broader State and local preparedness efforts. It is also designed to promote coordination and collaboration in emergency preparedness activities among public and private community representatives, as well as State and local government agencies.

The terms of the approved Investment Justification(s) 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 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 of changes to the award. Subawards and projects not listed in this Agreement Article are not approved for funding under this award.

This NSGP award is for \$1,834,988 for the following subrecipients, subaward amounts, and projects listed below:

**LLAMA, \$ALPACA: HOLD(S)**

### **Article II - 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-peoplelimited> and additional resources on <http://www.lep.gov>.

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

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 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. No. 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 V - 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 VI - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its subrecipients 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.

#### **Article VII - 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 VIII - 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 IX - 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. FEMA is also 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. 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 X - Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires 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. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. 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 order, regulations, and policies.

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

### **Article XI - 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 XII - 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), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

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

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 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 XIV - 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 XV - 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 XVI - Trafficking Victims Protection Act of 2000 (TVPA)**

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 XVII - 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 XVIII - 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 XIX - 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 XX - 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 XXI - DHS Specific 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.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right 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, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information 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 XXII - 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 at [http://www.dhs.gov/xlibrary/assets/privacy/privacy\\_pia\\_guidance\\_june2010.pdf](http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf) and Privacy Template at [https://www.dhs.gov/sites/default/files/publications/privacy\\_pia\\_template\\_2017.pdf](https://www.dhs.gov/sites/default/files/publications/privacy_pia_template_2017.pdf) as useful resources respectively.

#### **Article XXIII - 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 XXIV - Nonprofit Security Grant Program Performance Goal**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the core capability associated with this project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

#### **Article XXV - 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 3000. 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 XXVI - Activities Conducted Abroad**

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

#### **Article XXVII - 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 XXVIII - 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 XXIX - 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 XXX - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, 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 the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XXXI - 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 XXXII - 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. section 41102) 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 XXXIII - Reporting of Matters Related to Recipient Integrity and Performance**

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 XXXIV - 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 XXXV - 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 XXXVI - 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 XXXVII - 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 XXXVIII - 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 C.F.R. Part 17 and 44 C.F.R. Part 19.

## **Article XXXIX - 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 XL - 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 XLI - Reporting Subawards and Executive Compensation**

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 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 - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

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 applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's 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 XLV - 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 XLVI - Funding Hold: Additional Information Required**

FEMA has placed a funding hold on the following subawards, and \$194,068 of Nonprofit Security Grant Program (NSGP) funds is on hold in the FEMA financial systems. Until the hold is released, the recipient is prohibited from drawing down funds or reimbursing subrecipients for, and the subrecipients are prohibited from obligating or expending NSGP funds for the costs or activities identified below. The hold only applies to the amount of funds identified for each subaward below. To release this hold, additional information is required for the project identified below. Please contact your DHS/FEMA GPD Headquarters Preparedness Officer to receive further guidance on the steps required to release this hold.

NSGP-S

- LLAMA; \$ALPACA; pending HOLDS

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA Headquarters Preparedness Officer.

## FY 2021 SPECIAL CONDITIONS

1. All recipients of financial assistance shall ensure compliance and/or alignment with NIMS (National Incident Management System). The list of objectives against which progress and achievement are assessed and reported can be found at: <https://www.fema.gov/nims-training> and determined through the State Training Officer at the Kansas Division of Emergency Management (KDEM).
2. All recipients of financial assistance agree that they will ensure training is provided for equipment purchased with Non-Profit Security Grant (NPSG) funds.
3. All recipients of financial assistance agree that equipment will only be purchased for the following first responder disciplines and only if those disciplines are included in the Local Emergency Operations Plan: Emergency Medical Services, Fire Service, Government/Administrative, HAZMAT, Search and Rescue, Health Care, Law Enforcement, Public Health, Public Safety Communications, Emergency Management, Public Works, Agriculture, Regional Transit System, Cyber Security and Non-Profit.
4. All recipients of financial assistance agree to expend grant funds in compliance with the Kansas Highway Patrol's Kansas Homeland Security Preparedness Grants Policy Manual, which shall be provided electronically by the Grantor.
5. All recipients of financial assistance agree to purchase only that equipment which is contained in the FY 2021
6. Authorized Equipment List (AEL). The list can be found at: <https://www.fema.gov/authorized-equipment-list>
7. All recipients of financial assistance shall comply with the enclosed State of Kansas Contractual Provisions Attachment.
8. All recipients of financial assistance shall comply with 2 CFR section 200.17 through 200.326.
9. All recipients of financial assistance shall comply with House Bill 2409, requiring that any contract being entered into by the State of Kansas must have the individual or company entering into the contract sign a certification that they are not currently engaged in a boycott of Israel. [http://kslegislature.org/li/b2018\\_18/measures/documents/summary\\_hb\\_2409\\_2018.pdf](http://kslegislature.org/li/b2018_18/measures/documents/summary_hb_2409_2018.pdf)
10. All recipients of financial assistance shall comply with the State of Kansas Policy Regarding Sexual Harassment and obtain a signed Agreement to Comply with the policy against sexual harassment, discrimination, and retaliation by all vendors receiving HSGP grant funding.

Recipient of financial assistance hereby acknowledges receipt and understanding of FY 2021 AGREEMENT ARTICLES and FY 2021 SPECIAL CONDITIONS:

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Subrecipient Representative                      Date

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\_\_\_\_\_

Attested By: \_\_\_\_\_ Date \_\_\_\_\_

## 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 person for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provision 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, 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.

**Single Audit Certification Letter**

**RE: Subrecipient Audit Requirements of OMB Circular A-133**

Agreement between the **LLAMA** and the Kansas Highway Patrol under the Homeland Security Grant Program (CFDA: 97.008) for the period ending May 31, 2024 for **\$ALPACA** in Nonprofit Security Grant Program funds.

Dear Nonprofit Security Grant Program Subrecipient:

The Kansas Highway Patrol is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of States, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Patrol to monitor our Subrecipients of federal awards and determine whether they have met the audit requirements of the circular and whether they are in compliance with federal laws and regulations. This document must be completed and signed by the Subrecipient's organization.

Accordingly, we are requesting that you check one of the following boxes, provide all appropriate documentation regarding your organization's compliance with the audit requirements, and sign/date the letter and return it to us as part of the Subrecipient's grant agreement with the Patrol:

Name of Organization: **LLAMA**

Federal Employer Identification Number (FEIN): \_\_\_\_\_

- 1.  We have completed our OMB Circular A-133 audit for the fiscal year ended [\_\_\_\_\_]. A copy of the audit report and a schedule of federal programs by major program are enclosed. If material exceptions were noted, please enclose a copy of the responses and corrective actions taken.
- 2.  We expect our OMB Circular A-133 audit for fiscal year ended [\_\_\_\_\_] to be completed by [\_\_\_\_\_]. A copy of our audit report will be forwarded to the Patrol within 30 days of receipt of the report.
- 3.  We are not subject to Circular A-133 audit because:
  - We are a for-profit organization.
  - We expend less than \$500,000 in federal awards annually.
  - Other [please explain]: \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name Title

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

# Kansas Non-Profit Security Grant Program

FY 2021

## Subrecipient Requirements

- Subrecipients are required to have an approved Environmental Planning and Historical Preservation Review (EHP) from Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) before any procurement activities can begin. There are few exceptions under the Non-Profit Security Grant (NPSG) where an EHP is not required. You will be notified if **LLAMA** is one of the non-EHP required exceptions.
- Subrecipients are required to establish and maintain accounting systems and financial records to accurately account for funds awarded to them.
- NSGP funds are awarded for specific Investment Justifications that were submitted at the time of application. NSGP is a competitive grant therefore it is very challenging to divagate from the original Investment Justifications. Only under extreme circumstances with advance permission will be required to divert allocated funding or remaining funding for items not listed in the original Investment Justifications. Purchases made without prior approval by DHS/FEMA will be denied and are the expense of **LLAMA**.
- The Subrecipient must provide adequate fidelity bond coverage where the Subrecipient lacks sufficient coverage to protect the Federal government interest (see OMB Circular A-110, Subpart C, paragraph 21(c); and OMB Circular A-122).
- Responsibilities include the accounting of receipts and expenditures, cash management, maintenance of adequate financial records, and refunding expenditures disallowed by audits.
- Maintain records three years after the closeout of the project or projects by the Grantor and the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), pursuant to “FY 2021 Agreement Articles” and “FY 2021 Special Conditions.”
- Accounting systems must ensure that funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately. Subrecipient must be able to track funds by grant year and by grant programs.
- Subrecipient is responsible for timely submission of requests for reimbursement. Funds must be expended within 90 days of receipt by the Subrecipient.
- Submission of quarterly progress and quarterly obligation reports for updating progress on projects.
- Responsible for submission of subcontracts, prior to initiation of any work associated with the subcontract, assuring their accurateness and compliance with the grant guidance.
- Responsible for acquiring necessary approvals prior to purchases being made.

- Responsible for tracking equipment purchases to include item, serial number, end user, physical address of end user, type of equipment purchased, etc.
- Provision of financial reports to the regional council at regular intervals.
- If exercise or training funds are used for overtime or backfill, the Kansas Highway Patrol Exercise/Training/Travel Expense Form must be completed for each attendee, along with appropriate documentation. Form will be provided by the Grantor upon request.
- Final expenditures must be made before May 31, 2024.

***Subrecipient Contact Information***

Organization:	LLAMA
FEIN of Organization:	
DUNS Number:	
Physical Address of Organization:	
Mailing Address of Organization (if different):	
Contact Person(s):	
Contact Phone Number(s):	
Contact E-Mail(s):	

***Authorized Person Accepting Responsibility as Subrecipient***

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

Signature: \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed

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

## **Policy Regarding Sexual Harassment**

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

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

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

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

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

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

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

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

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

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**Signature and Date**

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**Printed Name**

**CERTIFICATION REGARDING  
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

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**Signature, Title of Contractor**

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**Date**