CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	12-20-12	
RESOLUTION OR ORDINANCE NUMBER	R-12-120	
AGENDA TITLE	**A resolution to allow the Coffeyville Police Department and City Manager to enter into a STEP contract with KDOT**	
REQUESTING DEPARTMENT	Police Department	
PRESENTER	Anthony Celeste, Chief of Police	
FISCAL INFORMATION	Cost as recommended:	$0.00
	Budget Line Item:	N/A
	Balance Available	
	New Appropriation Required:	[ ] Yes [X] No
PURPOSE	The Kansas Department of Transportation promotes traffic safety through a number of projects including the Special Traffic Enforcement Program. This project provides grant funded overtime for enforcement of traffic safety laws such as DUI and seatbelt violations.	
BACKGROUND	The Coffeyville Police Department has participated in this program and similar programs from KDOT for the past few years	
SPECIAL NOTES	This is a separate KDOT grant project than the NSEP project approved by the commission last month.	
ANALYSIS	This project provides for additional traffic safety enforcement within Coffeyville. The only predictable cost to the city is the operation of the city vehicles during the overtime projects. This is a minimal expense generally offset by citation fines collected as a result of extra enforcement.	

PUBLIC INFORMATION PROCESS	N/A
BOARD OR COMMISSION RECOMMENDATION	N/A
STAFF RECOMMENDATION	Chief Celeste recommends approval of this contract.
REFERENCE DOCUMENTS ATTACHED	KDOT Contract # OP-1196-13

RESOLUTION NO. R-12-120

A RESOLUTION TO AUTHORIZE THE SUBMITTAL OF AN APPLICATION FOR THE SPECIAL TRAFFIC ENFORCEMENT PROGRAM.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Coffeyville Police Department is hereby authorized and directed to submit an application for the Special Traffic Enforcement Program through the Kansas Department of Transportation for the promotion of traffic safety.

Adopted this 20th day of December 2012.

_____
David George, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form:

_____
Paul Kritz, City Attorney

DEC 03 2012

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas
Department of Transportation
Bureau of Transportation Safety & Technology

Phone: 785-296-3618
Fax: 785-291-3010
Hearing Impaired - 711
publicinfo@ksdot.org
http://www.ksdot.org

Mike King, Secretary
Michael D Floberg, P.E., Chief

Sam Brownback, Governor

November 28, 2012

Lt. Bradley
Coffeyville Police Department
P. O. Box 1629
Coffeyville , KS 67337

Dear Lt. Bradley:

Enclosed is your proposed STEP contract for the coming two or three year period. The amount given on Attachment 1 of the contract is for the first year of the contract, from October 2012 through September 2013. The amounts for subsequent years will be sent to you in a letter a few weeks before the start of each year.

Please obtain the signature of the chief/sheriff and the other city or county official noted on the third page of the contract. The chief/sheriff's signature is also required on Attachment 3 of the contract. These are the only two places where signatures are needed.

Return the original in the enclosed pre-addressed envelope. I will then get the department signature and return a completed copy to you.

Sincerely,

John Schneider
Program Consultant
KDOT Traffic Safety Section

KANSAS DEPARTMENT OF TRANSPORTATION

HIGHWAY SAFETY PROJECT AGREEMENT WITH A GOVERNMENT AGENCY

Special Traffic Enforcement Program (STEP)

PARTIES:

Michael S. King, Secretary of Transportation
Department of Transportation for the State of Kansas
Eisenhower State Office Building
700 SW Harrison Street
Topeka, KS 66603-3754

Hereinafter, referred to as the "Secretary."

and:
Chief Anthony Celeste
~~Interim Chief Diane George~~
Coffeyville Police Department

Hereinafter, referred to as the "Project Agency."

Collectively, referred to as the "Parties."

PURPOSE:

To promote highway safety improvement. This highway safety improvement is identified by the project number and city or county listed above, hereinafter referred to as the "Project." The Project is further described in the Special Traffic Enforcement Program (STEP) Project Information Sheet.

EFFECTIVE DATE:

The Parties shall be mutually obligated to perform in accordance with this Agreement as of: **October 1, 2012**

TERMS OF THE AGREEMENT

Article I - THE SECRETARY AGREES:

1) To reimburse the Project Agency for the added salary expense incurred in the performance of this Project Agreement in an amount not to exceed the annual amount provided in the STEP Project Information Sheet. This first year amount is:

$5,000

If this agreement is for two or more years, subsequent annual amounts will be reimbursed to the Project Agency through annual Notices to Proceed mailed to the above named official prior to the beginning of the subject year.

2) To reimburse the Project Agency for approved expenses not more than 30 days following receipt of required time sheets, invoices, and other accounting documents and activity reports as set forth in the STEP Project Information Sheet.

Article II - THE PROJECT AGENCY AGREES:

1) To furnish the necessary personnel, facilities, and such other professional services as may be required to perform the additional law enforcement patrol activities concerning Kansas seat belt, child passenger safety, and impaired driving laws in accordance with the STEP campaign schedule issued by the Secretary.

2) To promptly begin the Project upon receipt of Secretary's written Notice to Proceed.

3) To complete the Project by: **September 30, 2015**

4) To prepare and deliver to the Secretary during and upon completion of the Project all reports as required by the Secretary.

5) To pay actual project costs prior to submitting any reimbursement claim to the Secretary. After the added salary costs have been incurred, the Project Agency shall submit reimbursement invoices to the Secretary.

6) Funds provided under this Agreement shall not supplant any salary expenditure provided for by the Project Agency's current budget.

7) The services to be performed by the Project Agency are personal and cannot be assigned, sublet, or transferred without consent of the Secretary.

8) To maintain accounting records, which shall be made available at all times during the agreement period and for five (5) years from the date of the final payment. The Secretary shall have access to the premises to review and insepct the work and related records. Arrangements for all reviews and inspections by the appropriate federal agency shall be made by the Secretary.

9) Upon request from the Secretary, the Project Agency shall supply progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

10) It is the policy of the Secretary to make any final payments to the Project Agency for services related to the Highway progam in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, "Audits of States, Local Government and Non-Profit Organizations" in 49 C.F.R. Part 18 (Common Rule), require an audit be performed by an independent certified public accountant in accordance with these standards. All information *audited* shall comply with 49 C.F.R. Part 18 (Common Rule.)

The Secretary may pay any final amount due for the authorized work performed based upon the Project Agency's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of KDOT's Bureau of Fiscal Services. The Project Agency, by acceptance of this Agreement, acknowledges the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Single Audit Report for items which are declared as not eligible for reimbursement. The Project Agency agrees to refund payment made by the Secretary to the Project Agency for items subsequently found to be not eligible for reimbursement by audit.

11) If it has not already done so, the Project Agency shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).

12) The Project Agency agrees it shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which they have active federal awards.

Article III - THE PARTIES AGREE:

1) Disputed matters arising under this Agreement that are not mutually resolved, shall be decided by the Secretary, whose decision shall be final and binding.

2) This Agreement, for any reason, may be terminated upon thirty (30) days written notice by either party; Provided, however, the Project Agency shall not be paid more than that which would be received under the terms of the Agreement for that portion of services rendered to the date of termination.

3) The STEP Project Information Sheet, Attachment 1, is incorporated by reference and made a part of this Agreement.

4) Attachment 2, pertaining to the implementation of the Civil Rights Act of 1964, is incorporated by reference and made a part hereof.

5) The Certification of the Project Agency, Attachment 3, is incorporated by reference and made a part hereof.

6) The provisions found in the Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as Attachment 4, are hereby incorporated in this contract and made a part thereof.

7) If the total value of this agreement exceeds $100,000, a Certification for Federal Aid Contracts and Accompanying Disclosure of Lobbying Activities will be included as Attachment 5 to this agreement and be incorporated by reference and made a part thereof.

8) This Agreement shall be binding upon the parties hereto and their successors and assigns.

9) It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

LOCAL AUTHORIZING OFFICIALS

X

~~Interim Chief Diane George~~ A-C
Coffeyville Police Department

X

~~Jeff Morris~~, **City Manager**
Gary Bradley,

KANSAS DEPARTMENT OF TRANSPORTATION

Michael King
Secretary of Transportation for the State of Kansas

Form Approved
From 10/01/12 to 12/31/12
By MT Legal Dept. KDOT

Revised 10/1/2012

Special Traffic Enforcement Program (STEP) Project Information Sheet

Kansas Department of Transportation, Bureau of Transportation Safety and Technology
Eisenhower State Office Building, 700 SW Harrison St.
Topeka, KS 66603-3745

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Section 1- General Agency Information

Coffeyville Police Department	Chief Diane George	Lt. Mike Bradley
1. Name of Applicant Agency	7. Name and title of agency head	11. Name of Project Contact Person
P. O. Box 1629 / Coffeyville / 67337	(620) 252-6164	(620) 252-6164 -
2. Mailing Address / 3.City / 4. Zip Code	8. Agency Head's Phone #	12. Contact's Ph # / 13. Contact's Cell #
102 W 7th.	jhumble@coffeyvillepd.org	mike.bradley@coffeyvillepd.org
5. Street Address	9. Agency Head's E-Mail Address	14. Contact Person's E-Mail Address
Jeff Morris, City Manager	48-6043317 / 04-525-3143 / 11/13/2012	(620) 252-6118
6. Name & Title of person authorized to commit city/county to contracts	10a) FEIN / 10b) DUNS # / 10c)SAM Exp Dt	15. Contact Person's Fax #

Section 2 - Traffic Safety Information

16. Does your agency have a written policy on employee belt use? Yes

17. Do you have a stated policy, either written or oral, stating that seat belt laws will be enforced by your officers? Check one:

No. ☐ Yes, Written. ☐ Yes, Oral. ☑

Citations issued in a recent 12 month period	
18. Safety belts:	0
19. Child safety:	0
20. DUI:	0

Manpower and Salary Info	
21. # of FT Officers	0
22. # of PT Officers	0
23. Avg Officer Wage	$0.00

24. Population living in agency jurisdiction..... 10,244

Section 3 - Campaign Work Schedules

Campaign	Enforcement Periods FFY 13	FFY 14	FFY 15
November This short Thanksgiving campaign is optional. You may decide each year whether or not to participate with funds you've been granted.	Nov 19 - Nov 25, 2012	Nov 25- Dec 1, 2013	Nov 24 - Nov 30, 2014
May-June (Memorial Day Pd.) Theme: "Click It Or Ticket" Seat Belt Campaign. Mandatory.	May 20 - June 2, 2013	May 19 - June 1, 2014	May 18 - May 31, 2015
Aug-Sep (Labor Day Pd.) Theme "You Drink, You Drive, You Lose" DUI Campaign. Mandatory.	Aug 15 - Sep 2, 2013	Aug 14 - Sep 1, 2014	Aug 20 - Sep 7, 2015

26. Check below means or activities you might use to publicize campaigns

PSA-Radio...☐	News Event..... ☐	Child Seat Checks... ☐
PSA-TV.....☐	Interviews..... ☐	Other -*(Specify)*
Publ. Article ☐	Displays..... ☐	

Section 4 - Grant Payment Choices

27. Desired reimbursement method: "X" (If direct deposit, see instructions below)
Direct Deposit *
X Printed check

28. Reimbursement checks should be made payable to:

Coffeyville Police Department

29. Reimbursement checks will be mailed to the address above unless a different one is entered below. Also use to name a financial contact person, if desired:

City of Coffeyville

*If arrangements for direct deposit of grant reimbursements have not previously been made, contact Federal Aid and Project Accounting, KDOT, 700 SW Harrison, Topeka, 66603. Phone: (785) 296-3205. FAX: (785) 296-7927

KDOT AWARD INFORMATION

Project begins	10/1/2012	Contract Number	OP- 1196 -13		
Project ends	9/30/2015				
Funding Source	Section 402	Local Benefit %	100%		
Proj Number	SP-1300-13	KHP Troop	H	County Code	MG
CMS Number	03513 1196				

FY 2013..... $5,000

FY 2014..... TBD Oct 2013

FY 2015..... TBD Oct 2014

STEP Program History

	KDOT Annual Contribution			May (CIOT) Campaign Performance						September Campaign Performance				
	1 Free Equipment	2 OT Grant Award	3 OT Grant Spent	4 Grade	5 Hours	6 DUIs	7 SB & CPS	8 per Hr.	9 Statewide	10 Hours	11 DUIs	12 SB & CPS	13 Cits per Hr.	14 Statewide
2014	$0	$0	$0	-	0	0	0	0.0		0	0	0	0.0	
2013	$0	$5,000	$0	-	0	0	0	0.0		0	0	0	0.0	
2012	$3,500	$5,000	$2,420	B	52	2	100	2.1	2.6	0	0	0	0.0	0.7
2011	$4,000	$6,000	$2,446	B	63	0	165	2.6	2.4	0	0	0	0.0	0.8
2010	$500	$8,000	$1,732	C	15	0	5	0.3	0.8	12	1	2	0.4	0.6
2009	$4,000	$8,000	$4,725	B	44	1	53	1.3	0.8	15	0	13	0.9	0.4
2008	$4,000	$8,000	$4,252	A+	38	0	74	1.9	0.9	35	0	32	0.9	0.4
2007	$3,570	$8,000	$8,000	B	96	0	133	1.4	0.7	107	2	93	0.9	0.4
2006	$500	$12,144	$11,043	C	181	4	123	0.7	0.8	0	0	0	0.0	0.4
2005	$0	$0	$0		0	0	0	0.0	0.7	0	0	0	0.0	0.4

Columns 8/9 and 13/14 are calculated by dividing citations by hours reported. The citations are all SB and CPS tickets plus 3 x the number of DUIs reported. This recognizes the extra time involved in DUIs.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

Where the term "Consultant" appears in the following seven "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(1)Compliance with regulations: The Consultant will comply with the regulations of the U. S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation:

(a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898: To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with Executive Order 12898.

(9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

KANSAS DEPARTMENT OF TRANSPORTATION
Certification of the Project Agency

I hereby certify that I am ~~Interim Chief Diane George~~ Chief Anthony Celaire and am the duly authorized representative of the **Coffeyville Police Department** and that neither I, nor the above agency I here represent, has:

(a) employed or retained for the payment of a commission, percentage, brokerage, contingent fee, or other consideration, any person (other than a bona fide employee working solely for me or the above project agency) to solicit or secure this Agreement; or

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or

(c) paid, or agreed to pay, to any firm, organization of persons (other than a bona fide employee working solely for me or the above Project Agency) any fee, contribution, donation, or consideration of any kind for or in connection with, procuring or carrying out this Agreement;

except as here expressly stated (if any):

_____

_____

_____

_____

I acknowledge that this Certificate is to be furnished to the Secretary of Transportation of the State of Kansas in connection with this Agreement, and is subject to applicable state and federal laws, both criminal and civil.

X _____ _____

~~Interim Chief Diane George~~ **Date:**
Coffeyville Police Department

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

Attachment No. 4

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 provisions:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), 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 .

1st day of October, 2012

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 attqachment 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 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 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 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 to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (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) if it is determined that the contractor has violated applicable provisions of ADA, such violations shall constitute a breech 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.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total $5,000 or less during the fiscal year of such agency.

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 shall be allowed to find 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 which 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 and 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.