

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, KANSAS

WEDNESDAY, JANUARY 31, 2018

4:00 p.m.

CONSENT AGENDA:

- (1) (a) Consider approval of Commission Orders;
- (b) Consider approval of 2017 Year End Transfers (Cammy Owens); and
- (c) Approve an agreement with Travelers for General Property and Liability Insurance coverage in an amount not to exceed \$492,928. (Sarah Plinsky).

REGULAR AGENDA:

- (2) Food Policy Council Annual Report (Helen Schnoes)

- (3) Consider approval of Supplemental Agreement No. 1 to Federal-Aid Fund Exchange Master Agreement No. 129-16 concerning modifications to KDOT's federal funds exchange program (Keith Browning)

- (4) (a) Consider approval of Accounts Payable (if necessary)
- (b) Appointments
- (c) **Board of Zoning Appeals (1) positions 10/17**
- (d) **Building Code of Appeals Board (2) positions 12/16**
- (e) **Community Corrections Advisory Board (1) position**
- (f) **Senior Services Board of Directors (3) positions**
- (g) **JAAA Advisory Council (1) position**
- (c) Public Comment
- (d) Miscellaneous

- (5) Adjourn

WEDNESDAY, FEBRUARY 7, 2018

-TA-16-00510: Consider a Text Amendment to Chapter 12 of the County Code, *Zoning Regulations for the Unincorporated Territory of Douglas County, Kansas* to add 'Landfills' to the enumerated list of Conditional Uses, provide a definition, and establish standards for the use. *Initiated by County Commission on 11/30/16.* Mary Miller is the Planner.

-Code update for Solid Waste Management Chapter 10.

WEDNESDAY, FEBRUARY 14, 2018

Report from executive director of Peaslee Center (Kevin Kelley)

-E-Community update (Jill Jolicoeur)

WEDNESDAY, FEBRUARY 21, 2018

4:00 p.m.

-Hearing regarding the initiated process to vacate a portion of an alley in the town site of Vinland lying south of Lots 16 and 17 and north of Lots 18 and 19 (Kevin Sontag)

WEDNESDAY, FEBRUARY 21, 2018

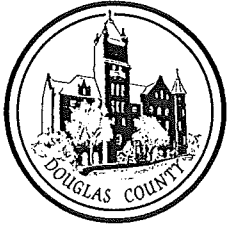
-Hearing regarding the initiated process to vacate a portion of an alley in the town site of Vinland lying south of Lots 16 and 17 and north of Lots 18 and 19 (Kevin Sontag)

-Consider approval of a contract with the Housing Authority to construct 8-10 permanent supportive housing units on the Behavioral Health Campus (Jill Jolicoeur)

WEDNESDAY, APRIL 4, 2018

-Proclamation for Recognition for National Service Day and recognizing AmeriCorps members
(Linda Brandenburger)

***Note:** The Douglas County Commission meets regularly on Wednesdays at 4:00 P.M. for administrative items and/or 6:00 P.M. for public items at the Douglas County Courthouse. Specific regular meeting dates that are not listed above have not been cancelled unless specifically noted on this schedule.*



DOUGLAS COUNTY ADMINISTRATIVE SERVICES

Douglas County Courthouse
1100 Massachusetts Street, Unit 206
Lawrence, KS 66044-3064
(785) 832-5287 Fax (785) 838-2480
www.douglascountyks.org

MEMORANDUM

MEMO TO: Board of County Commissioners

FROM: Cammy Owens, Budget Manager

SUBJECT: 2017 Year End Transfers

DATE: January 23, 2018

Increases in Sales Tax revenue and departments underspending their budget along with conservative revenue estimates allowed for 2017 fund balances above projected amounts for year-end.

Attached is the final year-end transfer list for 2017.

The table below shows the actual year-end fund balance after the transfers compared to the budgeted balance. (12/31/17)

Fund	Budgeted Year-End Fund Balance	Actual Year-End Fund Balance	Difference
General	2,622,370	3,623,268	1,000,898
Road & Bridge	1,291,696	1,845,160	553,464
Employee Benefits	1,727,297	1,977,942	250,645
Special Liability	41,761	44,376	2,615
Special Building	1,113,029	1,139,221	26,192
Youth Services	164,399	274,090	109,691
Ambulance	229,369	558,424	329,055
Bond & Interest	155,539	465,025	309,486

Douglas County, KS

2017 Transfers

Fund	Dept	Acct	FUND	DEPARTMENT	TRANSFER TO	DESCRIPTION	Actuals	2017 Re-Est Budget	2017 Budget	Notes:
100	40200	92030	GENERAL FUND	CIP PROJECTS - CAPITAL IMPROV	45000000-49210	TRANSFER TO CIP	4,989,483	4,989,483	4,989,483	budgeted transfer to CIP
100	40200	92030	GENERAL FUND	CIP PROJECTS - CAPITAL IMPROV	45000000-49210	TRANSFER TO CIP	1,000,000			CIP \$ for Jail construction
100	30520	92020	GENERAL FUND	COUNTY CLERK ELECTIONS	60230520-49210	TRANSFER TO EQUIPMENT RESERVE	200,000	200,000	200,000	budgeted transfer to Equip Reserve
100	45300	92020	GENERAL FUND	EMERGENCY MANAGEMENT	60245300-49210	TRANSFER TO EQUIPMENT RESERVE	45,000	45,000	45,000	budgeted transfer to Equip Reserve
100	10200	92020	GENERAL FUND	FAIRGROUNDS	60210200-49210	TRANSFER TO EQUIPMENT RESERVE	30,000	30,000	30,000	budgeted transfer to Equip Reserve
100	31200	92020	GENERAL FUND	FIRST RESPONDERS	60245400-49210	TRANSFER TO EQUIPMENT RESERVE	5,000	5,000	5,000	budgeted transfer to Equip Reserve
100	50200	92020	GENERAL FUND	FLEET OPERATIONS	60250200-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	budgeted transfer to Equip Reserve
100	20100	92020	GENERAL FUND	ECO DEV & SHARED COSTS	60271400-49210	TRANSFER TO EQUIPMENT RESERVE	18,234	0	0	committed ECO DEV 91425 to Equip Reserve
100	20200	92020	GENERAL FUND	HERITAGE 2017 BUDGET	60273100-49210	TRANSFER TO EQUIPMENT RESERVE	139,530	0	0	committed heritage funds
100	30710	92020	GENERAL FUND	IT	60230710-49210	TRANSFER TO EQUIPMENT RESERVE	45,000	45,000	45,000	budgeted transfer to Equip Reserve
100	30800	92020	GENERAL FUND	MAINTENANCE	60230800-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	budgeted transfer to Equip Reserve
100	50300	92020	GENERAL FUND	NOXIOUS WEEDS	60250300-49210	TRANSFER TO EQUIPMENT RESERVE	20,000	20,000	20,000	budgeted transfer to Equip Reserve
100	50400	92020	GENERAL FUND	PARKS	60250400-49210	TRANSFER TO EQUIPMENT RESERVE	25,000	25,000	25,000	budgeted transfer to Equip Reserve
100	45540	92020	GENERAL FUND	SHERIFF JAIL	60272300-49210	TRANSFER TO EQUIPMENT RESERVE	505,000	505,000	505,000	budgeted transfer to Equip Reserve
					60272400-49210					
					60272500-49210					
100	45510	92020	GENERAL FUND	SHERIFF OPERATIONS	60272400-49210	TRANSFER TO EQUIPMENT RESERVE	460,000	460,000	460,000	budgeted transfer to Equip Reserve
					60272500-49210					
100	31100	92020	GENERAL FUND	SUSTAINABILITY	60231100-49210	TRANSFER TO EQUIPMENT RESERVE	26,914	48,442	0	committed budget to Equip Reserve
100	31200	92015	GENERAL FUND	TRANSFERS OUT	21800000-49215	TRANS TO EMP BENEFIT/SALES TAX	559,900	559,900	559,900	budgeted transfer to Emp Ben
100	31200	92020	GENERAL FUND	TRANSFERS OUT	60200000-49210	TRANSFER TO EQUIPMENT RESERVE	-	0	0	budgeted transfer to Equip Reserve
100	31200	92030	GENERAL FUND	TRANSFERS OUT	45000000-49210	TRANSFER TO SPEC LIAB	150,000	150,000	0	budgeted transfer to Spec Liab Fund
100	31200	92030	GENERAL FUND	TRANSFERS OUT	50200000-49210	TRANSFER TO GRANTS FUND	49,233	0	0	transfer to closeout Grants in Grant Fund
100	31200	92035	GENERAL FUND	TRANSFERS OUT	30200000-49210	TRANSFER TO SALES TAX FUND	2,790,100	2,790,100	2,790,100	budgeted transfer to Sales Tax
100	31200	92020	GENERAL FUND	TRANSFERS OUT	60272600-49210	TRANSFER TO EQUIPMENT RESERVE	350,000	0	0	preparation for future Tax system
100	31200	92030	GENERAL FUND	TRANSFERS OUT	22600000-49210	TRANSFER TO SPEC BLDG	80,000	0	0	transfer to Spec Bldg Fund for DA remodel
100	31200	92020	GENERAL FUND	TRANSFERS OUT	60230710-49210	TRANSFER TO EQUIPMENT RESERVE	150,000	0	0	IT's year-end request
100	31200	92020	GENERAL FUND	TRANSFERS OUT	60250300-49210	TRANSFER TO EQUIPMENT RESERVE	31,849	0	0	NOXIOUS WEED's year-end request
100	50400	92020	GENERAL FUND	TRANSFERS OUT	60250400-49210	TRANSFER TO EQUIPMENT RESERVE	44,997	0	0	PARK's year-end request
100	31300	92020	GENERAL FUND	TREASURER	60231300-49210	TRANSFER TO EQUIPMENT RESERVE	1,000	1,000	1,000	budgeted transfer to Equip Reserve
100	31600	92020	GENERAL FUND	ZONING	60231600-49210	TRANSFER TO EQUIPMENT RESERVE	20,000	20,000	5,000	budgeted transfer to Equip Reserve
100	31200	92030	GENERAL FUND	TRANSFERS OUT	25600000-49210	TRANSFER TO WORK COMP	35,000	0	0	WORK COMP completes budgeted transfer
Total General Fund							11,821,240	9,943,925	9,730,483	
201	50100	92020	ROAD & BRIDGE FUND	PUBLIC WORKS	60250100-49235	TRANSFER TO EQUIPMENT RESERVE	625,000	625,000	625,000	budgeted transfer to Equip Reserve
201	50100	92030	ROAD & BRIDGE FUND	PUBLIC WORKS	60100000-49235	TRANSFER TO SPEC HWY	485,770	0	0	SPEC HWY year-end Proj 2017-06 to Equip Reserv
222	30000	92030	SPECIAL LIABILITY	GEN GOVERNMENT	25600000-49240	TRANSFER TO WORK COMP	430,000	430,000	375,000	budgeted transfer to Work Comp
236	45600	92020	CJS	YOUTH SERVICES	60245600-49200	TRANSFER TO EQUIPMENT RESERVE	75,000	75,000	75,000	budgeted transfer to Equip Reserve
236	45600	92020	CJS	YOUTH SERVICES	60245600-49200	TRANSFER TO EQUIPMENT RESERVE	109,691			transfer to Equip Reserve for CJS Remodel
236	45700	92020	CJS	ADULT SERVICES	23600000-49200	TRANSFER TO OTHER FUND	-	60,000	0	budgeted transfer for Comm Corrections
240	46000	92030	AMBULANCE FUND	FIRE & MEDICAL SERVICES	60400000-49240	TRANSFER TO AMB CAP RESERVE	485,935	1,024,035	538,100	AMB CAP RESERVE transfer short due to late 3rd qtr Amb fees
245	31300	92020	MOTOR VEHICLE OPS	TREASURER	60231300-49200	TRANSFER TO EQUIPMENT RESERVE	1,000	1,000	1,000	budgeted transfer to Equip Reserve
603	31000	92020	ROD TECH FUND	ROD TECH	60272200-49200	TRANSFER TO ROD TECH EQUIP RESERVE	100,000	100,000	100,000	BOCC approved 1/17/18
Grand Total							14,133,636	12,258,960	11,444,583	



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Sarah Plinsky
Assistant County Administrator

MEMO TO: Board of County Commissioners

FROM: Sarah Plinsky, Assistant County Administrator
Julie Clouse, Management and Information Analyst

SUBJECT: Property and Liability Insurance Renewal

DATE: January 31, 2017

Douglas County's General Property and Liability Insurance coverage expires on February 1st. This package includes property, crime, Inland Marine, General Liability, Employee Benefits Liability, Law Enforcement Liability, Public Management Liability, Employment Practice Liability, Machinery and Equipment Breakdown and Business Auto coverage. This does not include liability coverage for first responders and volunteer firefighters.

The County's Insurance broker, Willis, recommended that the County continue with Travelers and negotiate for a favorable rate. The proposals were finalized on January 23rd. The premium has gone up slightly over last year due to a slight increase in the number of assets, reserves on current claims and market conditions. The rate for 2017 will be \$492,928. This is a 5.79% increase over the previous year. Overall, the property, automobile and liability insurance market is hardening due to natural disasters nationwide and is seeing double digit rate increases. Our current plan year ends February 1st.

Travelers continues to provide Douglas County with excellent customer service, and they have significant market share and experience with public accounts. Staff recommends renewal of the coverage with Travelers. Full copies of the proposals are available for review. Please let me know if you have any questions or concerns.

Recommended Motion: Approve an agreement with Travelers for General Property and Liability Insurance coverage in an amount not to exceed \$492,928.



2017 Annual Report

Presented to the Douglas Co. Board of County Commissioners

January 31, 2018



www.douglascountyks.org/fpc

The Douglas County Food Policy Council

- Established by the County Commission in 2010
- Convened as a joint City-County Council in 2013
- Identifies the benefits, challenges and opportunities for a successful food system
- Recommends local policies to support food system
- Represents a wide range of stakeholders in food system



www.douglascountyks.org/fpc



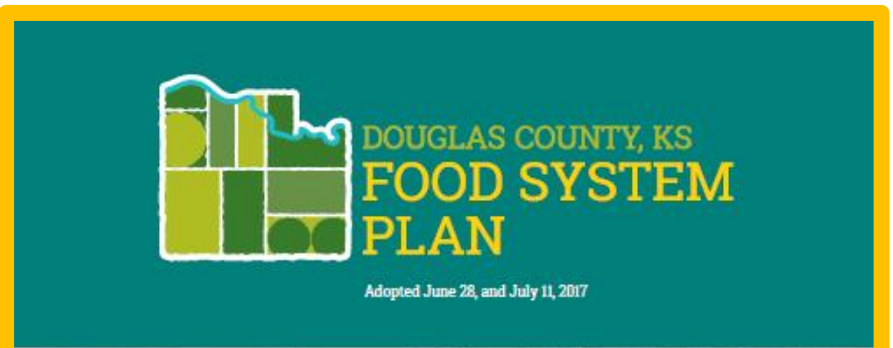
Douglas Co. Food Policy Council

County-appointed	City-appointed
At-Large (No-till + cattle producer)	At-Large (Health Department)
At-Large (Haskell professor)	At-Large (State Foundation)
At-Large (State policy advocate)	Agricultural Producer (Produce, flowers)
Agricultural Producer (Poultry)	Retail Food Outlet (Restaurant)
Agricultural Producer (OPEN)	Retail Food Outlet (Food entrepreneur)
Agricultural Producer (Farm Bureau)	Sustainability Advisory Board
Retail Food Outlet (Grocer)	Food Security (Just Food)
Institutional Food Purchaser (OPEN)	Farmers Market in Douglas County (LFM)
Education (University of Kansas)	Business Community (The Chamber, Lawrence KS)
Extension Service	
NGO- Health/Nutrition/MD	
NGO- Local Food Systems/Sustainable Ag.	
Youth Representative	
Senior Food & Nutrition Programs (JAAA)	



Major Accomplishments

- Food System Plan Adoption
- Program & Project Transitions
- Launching Implementation
- Recognition

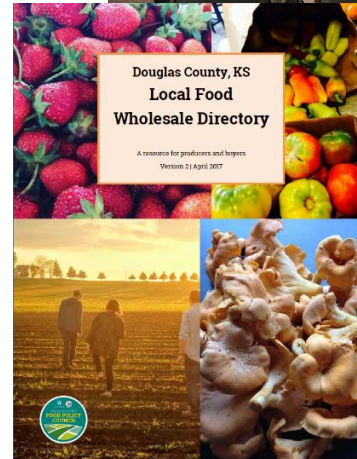


Major Grants Wrap-up

CDC Partnership to Improve Community Health

(2014-2017; \$1.3 million to LDCHD)

- Schools create local food procurement guidelines
 - USDA F2S Planning Grant
 - Continued TA from staff
- New directory adds restaurants, schools
- Collaboration with Sunrise Project instrumental
 - Health Equity workshop
 - KHF HCI funding supporting model for Community Health Plan



*Hunger, food insecurity,
& access to healthy
foods again identified
as community priority.*



Major Grants Wrap-up

USDA Farmers Market Promotion Program

(2015-2017; \$56,650)

- Final reports released January 2018 with workshop
- Collaborative campaign
 - National Farmers Market Week: [#ShopEatRepeat](#)
 - Farmers Markets of Kaw Valley: www.fmkawvalley.org
- New DCFPC Priority (1.3.1)
 - Help resolve “the location issue”, support promotion



K-STATE
Research and Extension

Major Grants Wrap-up

Double Up Food Bucks

(2016-2019; \$5.8 million bi-state collaboration led by MARC)

- Douglas County management of Eastern Kansas region transitioned to non-profit Fair Food Network
- County and FPC continue to engage as partner for outreach
 - Support in Food System Plan
- Local markets still participate in program



**DOUBLE UP
FOOD BUCKS™**



Sunflower Foundation
HEALTH CARE FOR KANSANS



Common Ground

- ✓ Utilizes vacant, under-utilized city owned properties.
- ✓ FREE lease to community gardeners, market farmers.
- ✓ WIN-WIN for gardeners and farmers who need land and City staff tired of mowing vacant lots.

Community Partners

- KU Big Event
- KU Super Service Saturday
- Sunrise Youth
- KU Hillel
- Just Food
- Sunrise Project
- KU Super Service Saturday
- KU Center for Community Outreach/Engineers without Borders
- Lawrence Food Garden Tour
- Centenary United Methodist Church
- Lawrence Public Library
- Douglas County Community Foundation
- Growing Food, Growing Health (The Merc)
- GreenWish Lawrence
- Grassland Heritage
- Oread Friends
- K-State Research & Extension
- Douglas County Conservation District



Common Ground



Accomplishments:

- New, simplified application for easier, web-based enrollment
- Incubator Farm success!
Mellowfields Urban Farm
"graduates" to Douglas Co. farmland

By the Numbers:

- Gardens/farms: **10**
- Gardeners/farmers: **136**
- Community events & classes: **56**
- Event participants: **598**
- Market value of produce : **\$2,300**
- Pounds of produce donated: **888**



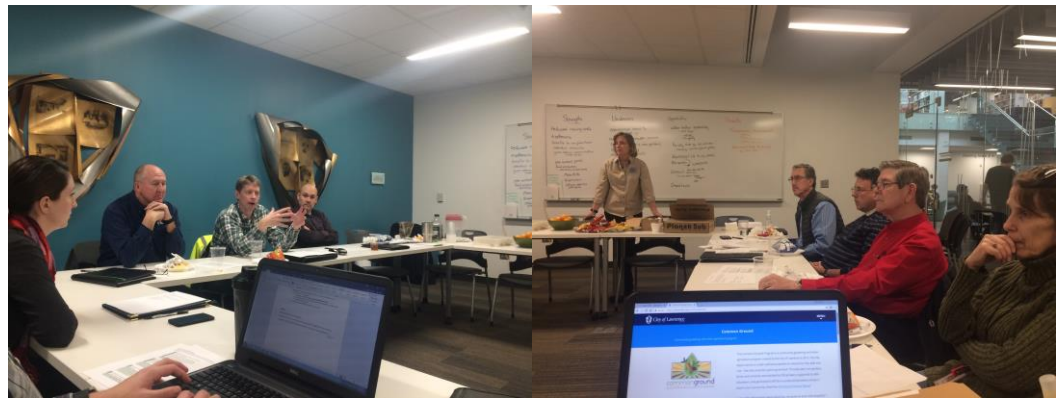
Conservation District Grant

(2017-2018; \$50,000)

- Research contractor hired for full **Common Ground** program review
Creating new Toolkit for program participants
- Urban Agriculture Education Center at Fairgrounds in partnership with **K-State Research & Extension**
Install high tunnels
(see middle images)
- Collaborative Professional Development



K-STATE
Research and Extension



Focus group with City / County staff who support Common Ground



Grant partners travel to Columbia, MO for urban agriculture tour

Issue 14: Encourage/Support Local Food System Development

Analysis & Discussion:

A section of the community economy that is developing and new, it is also one that is not adequately addressed within the current context of *Horizon 2020*, or within the community given the presence of "food deserts." With a great potential impact on both the character of the community, but also the regional economy, the local food system has and will be part of our local culture. As a part of the community's cultural heritage and a role as a vital part of our economy and resiliency, the continued fostering of the local food system is an issue that needs stronger incorporation into the overall vision for the community.

Steering Committee Summary Position: While the comprehensive plan can help further overarching policies, the details of a strategic plan should be developed by and maintained with the Local Food Policy Council to tap their expertise and close understanding of the issues, goals, and visions to ensure the master plan is fitting the true needs of the community. The Steering Committee believes that the development of the plan should be conducted by the Local Food Policy Council and incorporated into the comprehensive plan.

Horizon 2020 Existing Reference: *Horizon 2020*: Chapter 16: Environment

Horizon 2020 Existing Policy Strength: **Low** || Chapter 16 – Environment of *Horizon 2020* reflects some of the policies related to the local food system, but does not provide a strong policy foundation for this issue.

Action Steps:

- 14.1 Establish policies, goals and objectives to enhance the local food system. (Entity Responsible: Food Policy Council)
- 14.2 Incorporate by reference the master plan created by the Food Policy Council when adopted. (Entity Responsible: Planning)



Production by the numbers



Food System Plan

Goal 1: Thriving Regional Food Economy

Goal 2: Conservation & Resilience

Goal 3: Healthy Food Access

Goal 4: Equitable Food System

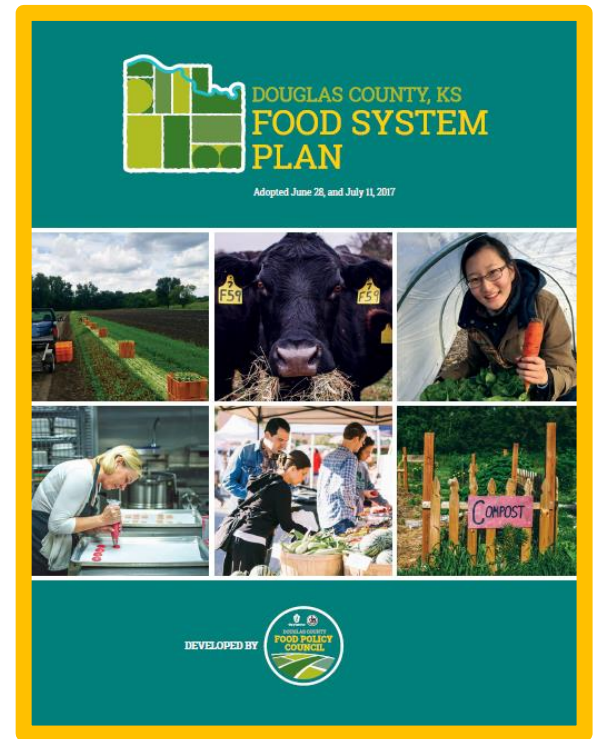
Goal 5: Eliminate Food Waste



<https://www.douglascountyks.org/fpc/food-system-plan>

Food System Plan Implementation

- Role of DCFPC Going forward:
 - Prioritize
 - Clarify responsibility
 - Assess progress
 - Maintain community engagement
 - Ensure accountability



Council 2017 Retreat at White Tail Run Winery in SE Douglas County

New Subcommittees

Goal 1: Thriving Regional Food Economy

Aggies

Goal 2: Conservation & Resilience

Goal 3: Healthy Food Access

Health Equity

Goal 4: Equitable Food System

Goal 5: Eliminate Food Waste

FoRaWaD



<https://www.douglascountyks.org/fpc/food-system-plan>

Priorities for 2018

Aggies

Health
Equity

FoRaWaD

- Regional Food Systems Economic Devp. Summit
 - USDA, American Farmland Trust, Federal Reserve Bank
- Food Access Communications
 - Lawrence Transit, partner agencies
- Support Food Waste Audits at USD497 and KU
 - LDC Health Department funding through KDHE CDRR grant



Research Collaboration Opportunities
Work Group on Food Studies

KU INSTITUTE FOR POLICY
& SOCIAL RESEARCH
The University of Kansas

FPC provided input on draft comp plan

Our Community Vision

The City of Lawrence and rural Douglas County is one of the most desirable places in the United States to call home. A well-educated community with a unique free state spirit, we are diverse, publicly engaged, and boldly innovative. We are prosperous, with full employment and a broad tax base.

Our development is human-scale and our vibrant and liveable neighborhoods allow people to age in place. We have ample choices for safe, efficient transportation including bicycling, walking and transit. The City's lively and historic downtown attracts residents and visitors for commerce and culture. Our citizens value preserving and enhancing the natural environment for our enjoyment and for future generations. The proximity of rural and agricultural land to the city provides beauty and respite, and we enjoy the economic and health benefits of a robust local food system.

We make Lawrence and rural Douglas County a place where creativity thrives, sustainability is a way of life, and community pride is contagious.



E. Local Foods

VISION

Create a robust local food system that enriches producers and consumers and that bolsters our communities' health and resilience.

GOALS

Local foods are a large part of our culture and economy, including producing, buying, and consuming food products. Ensuring **agriculture's role in our community** helps signify its importance in our local economy and shapes our local identity.

1. **Identify and encourage opportunities for growth in local agricultural employment, tax base, and income.**
 - 1.1 Plan in accordance with and implement the Douglas County Food Systems Plan.
 - 1.2 Maintain working lands and prime soils for future generations.
 - 1.3 Plan for the conservation and protection of [high quality agricultural soils](#) as part of [Specific Land Use Plans](#).
 - 1.4 Maintain funding for conservation easements.
 - 1.5 Guide the expansion of local farmers markets throughout the community as feasible.

Providing support for local producers to build new markets helps **promote healthy, local foods** to consumers and spur entrepreneurial opportunities.

2. **Identify and encourage opportunities for growth in local agricultural and entrepreneurial food sectors, including employment, tax base, and income.**
 - 2.1 Maintain economic development support for the development of regional food system infrastructure and value-added agricultural production.
 - 2.2 Plan for equitable healthy, local food access throughout Douglas County.



Photo by A. Shaler Photography



What are Local Foods?

Local food and eating locally means building new markets that connect area producers and consumers, keeping food dollars within our community.

This includes how we produce, buy, eat, and throw away food in Douglas County.



Recognition

- KS State of Wellness Community Health Champion Award
- KS-APA Pioneer Award for Food System Plan
- 2017 Sustainable Success Story "10th Anniversary Honoree" by the Mid-American Regional Council
- Webinars, conferences, & news articles



<https://newfoodeconomy.org/local-changes-to-system-food-policy-councils/>



Sustainability Office Changes



New Sustainability Director

- Jasmin Moore, AICP
- Former member of Johnson Co. KS Food Policy Council

Sustainability & Food Systems Planner

- Helen Schnoes, AICP



<https://www.facebook.com/LawrenceandDouglasCountySustainability>



The Council and its accomplishments are indebted to the public service leadership of Eileen Horn as Sustainability Director from 2010-2017.

Stay Connected

- ✓ All Council meetings are open to the public—and our County Commissioners:
 - Full Council: Third Monday each month
 - 6:30pm to 8:30pm
 - *Location varies throughout our county food system*
 - Subcommittees meet monthly
- ✓ Agendas, minutes, reports, and additional info online:
 - <https://www.douglascountyks.org/fpc>
- ✓ Subscribe for monthly agenda announcements:
 - <http://lawrenceks.org/subscriptions>



DCFPC meetings in 2017 included the KU Biological Field Station and member Lee Broyles's home & cattle ranch

Contact

George Diepenbrock
KU News Service
785-864-8853



gdiepenbrock@ku.edu

Follow @gdiepenbrock

Development of local food systems in Kansas, Missouri help bridge gap among people with different moral, environmental views

Wed, 08/16/2017

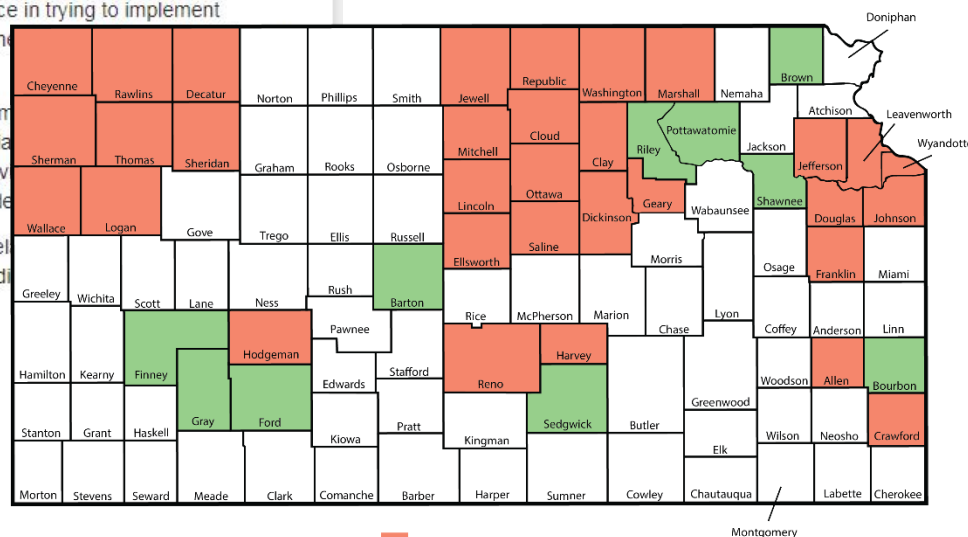
LAWRENCE — One of the major barriers that environmentalists face in trying to implement sustainable practices is getting disparate groups to agree on what is the best course of action.

Work by a University of Kansas researcher shows that the development of local food systems in Kansas and Missouri could help bridge some of those gaps, especially by providing sustainable farming knowledge and educating local consumers to find common ground across differing moral orders and environmental ideologies.

"Many of the farmers I talked to expressed being surprised at the religious beliefs of people who were so different than them," said Ruth Stamper, doctoral candidate in environmental studies.



Map of Kansas Food and Farm Councils



■ Current Councils
■ Emerging Councils

Rev. 02/24/2017

<https://today.ku.edu/2017/07/28/development-local-food-systems-kansas-missouri-help-bridge-gap-among-people-different>



Thank you!

- ❖ Questions?
- ❖ Comments?

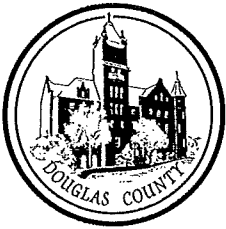
Helen Schnoes, AICP
Sustainability & Food Systems
Planner
Douglas County, KS
hschnoes@douglascountyks.org
785-832-5157



FPC member and past-Chair Jill Elmers traveled to the **2017 Lean Farm Summit** with support from the Council's budget to learn about innovative production practices and tools for more efficient growing.



www.douglascountyks.org/fpc



DOUGLAS COUNTY PUBLIC WORKS

3755 E. 25th Street
Lawrence, KS 66046
(785) 832-5293 Fax (785) 842-1201
dgcopubw@douglascountyks.org
www.douglascountyks.org

Keith A. Browning, P.E.
Director of Public Works/County Engineer

MEMORANDUM

To : Board of County Commissioners

From : Keith A. Browning, P.E., Director of Public Works/County Engineer *KAB*

Date : January 19, 2018

Re : Consider approval of Supplemental Agreement No.1 to Agreement No. 129-16
KDOT Federal Funds Exchange Program Revisions

In April 2016, the BOCC executed a Federal-Aid Fund Exchange Master Agreement with KDOT, Agreement No. 129-16. The master agreement stipulated an exchange rate of 90% state funds in exchange for 100% local federal obligation authority. The master agreement also provided for "banked funds", i.e. local federal obligation authority that a county could have KDOT hold for use in the future.

In August 2017, KDOT announced the following changes to the Federal Funds Exchange Program beginning in Federal Fiscal Year 2018:

- Banking of federal or state funds in the program will no longer be permitted. All available funds to the County must be used or requested for reimbursement by September 15 of the FFY of the distribution.
- The exchange rate was temporarily reduced to \$0.75 State Funds/\$1.00 Federal Funds. KDOT will review and establish the exchange rate annually.

KDOT requires us to approve the attached Supplemental Agreement No. 1 to Agreement No. 129-16, the master agreement, in order to exchange our annual allotment of federal obligation authority funds for state funds. Supplemental Agreement No. 1 removes language about banking funds that was contained in the master agreement. It also changes the exchange rate from the 90/100 exchange rate stipulated in the master agreement to an exchange rate determined annually by KDOT. As stated above, for FFY 2018 the KDOT determined exchange rate is 75/100.

While these changes are not welcome, I see no choice but to sign the supplemental agreement. KDOT shares the federal obligation authority funding it receives with local units of government voluntarily, and they can determine how much of that federal obligation authority is shared with locals. KDOT provided an analysis showing they were losing funds with the 90/100 exchange rate, and that the 75/100 exchange rate is currently the break-even exchange rate for them.

In addition to the attached Supplemental Agreement No. 1, an August 2017 memo from KDOT's Bureau of Local Projects explaining the program modifications and Master Agreement No 129-16 are attached.

Action Required: Approve Supplemental Agreement No. 1 to Federal-Aid Fund Exchange Master Agreement No. 129-16 concerning modifications to KDOT's federal funds exchange program.

FUND EXCHANGE MASTER
DOUGLAS COUNTY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement, effective as of the date signed by the Secretary or designee, is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the "Secretary") and **DOUGLAS COUNTY, KANSAS** (the "County"), **collectively**, the "Parties."

RECITALS:

- A. The Secretary and the County entered into Agreement No. 129-16 dated April 28, 2016, for the purpose of participating in the Secretary's voluntary Federal Fund Exchange Program (the "Original Master Agreement").
- B. The Parties now mutually desire to supplement the Original Master Agreement to reflect a change in the exchange provisions.

NOW, THEREFORE, the Parties agree as follows:

- 1. On page one (1) of the Original Master Agreement, Recital A be replaced in its entirety to read as follows:
 - A. The Secretary has authorized a voluntary Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- 2. On page one (1) of the Original Master Agreement, Recital B be replaced in its entirety to read as follows:
 - B. The County desires to exchange all or a portion of the County's annual allotment of Federal Funds for State Funds at the Exchange Rate.
- 3. On page one (1) of the Original Master Agreement, Article I, paragraph 2, **Banked Funds**, be deleted and the subsequent definition paragraphs renumbered.
- 4. On page two (2) of the Original Master Agreement, Article I, paragraph 4, **Exchange Rate**, be replaced in its entirety to read as follows:
 - 4. "**Exchange Rate**" means the exchange of the County's Federal Funds allotment for State Funds at the reimbursement rate determined by the Secretary in the Fund Exchange Request.
- 5. On pages two (2) and three (3) of the Original Master Agreement, Article II, paragraph 3, **Exchange of Funds**, be replaced in its entirety to read as follows:
 - 3. **Exchange of Funds**. When the County submits a Fund Exchange Request, to use the Exchanged Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (a) The County authorizes the Secretary to retain and use the Exchanged Portion of the County's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (b) The Secretary shall reimburse the County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, in an amount not to exceed the

Exchange Rate multiplied by the Exchanged Funds. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.

- (c) The County understands that the Secretary may use the retained Federal Funds exchanged by the County for any federally eligible purpose or project within the State.
- (d) The Secretary will make partial payments to the County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the County and any reimbursement form required by KDOT.

6. Attachment A of the Original Master Agreement, is null and void, and is replaced by the attached Revised Attachment A.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

DOUGLAS COUNTY, KANSAS

COUNTY CLERK (Date)

CHAIRPERSON

(SEAL)

MEMBER

MEMBER

Kansas Department of Transportation
Secretary of Transportation

BY: _____
Catherine M. Patrick, P.E. (date)
State Transportation Engineer



**REQUEST TO EXCHANGE FEDERAL FUNDS
under the Federal-Aid Fund Exchange Master Agreement**

Date: _____

County/City: _____

Federal Funds to Be Exchanged: _____

Exchange Rate for 2XXX: \$0.XX State Funds/\$1.00 Federal Funds

The Secretary of Transportation is hereby requested to make available to the city/county State Funds in exchange for the city's/county's allotment of Federal Funds in the amount stated above. The Exchange will be made under the Terms and Conditions as set forth in the city/county's Federal Fund Exchange Master Agreement previously executed between the city/county and the Secretary. This request shall be attached to and become a part of the city/county's Federal Funds Exchange Agreement.

Contact Person: _____ Title: _____

Address: _____

Phone: _____ Email: _____

*Signature** *Date*

Typed or Printed Name

Title

**The representative signing this request must be authorized by law to bind the city/county to an agreement.*

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

Richard Carlson, Secretary
Michael J. Stringer, P.E., Chief



Phone: 785-296-3861
Fax: 785-296-2079
Hearing Impaired - 711
kdot#publicinfo@ks.gov
<http://www.ksdot.org>

Sam Brownback, Governor

BLP Memo 17-07

Date: August 3, 2017

To: County Engineers/City Engineers/Road Supervisors/Highway Administrators/Public Works Directors and Consultants

From: Michael J. Stringer, P.E., Chief
Bureau of Local Projects

Subject: Modifications to the Federal Fund Exchange (FFE) Program

After re-evaluating the FFE program as originally established in Federal Fiscal Year (FFY) 2011, KDOT has determined the need to adjust our guidelines.

Beginning with the 2018 FFY, which runs from October 1, 2017 through September 30, 2018, the FFE Program will be modified as follows:

1. Banking of Federal or State funds in the program will no longer be permitted. All such funds available to the Local Public Authority (LPA) must be used or requested for reimbursement by September 15 of the FFY of the distribution. Any funds remaining after September 15 will be lost to the LPA to which they were made available.
2. Beginning with FFY 2018, the exchange rate will be temporarily reduced to \$0.75 State Funds/\$1.00 Federal funds. The exchange rate will be reviewed and established annually by the Secretary of Transportation.

Representatives of KDOT are planning to schedule meetings around the State with our local partners to provide more detail and answer questions about why these changes are needed.

If further information is needed or there are questions concerning this topic, please contact either:

- Michael Stringer at (785) 296-3861 or by email at: Michael.stringer@ks.gov,
- Tod Salfrank at (785) 368-7396 or by email at: tod.salfrank@ks.gov, or
- Ingrid Horton at (785) 368-7468 or by email at: Ingrid.horton@ks.gov

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Stringer".

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

BLP Memo 17-07
August 3, 2017
Page 2

c: Catherine Patrick, P.E., State Transportation Engineer
Ronald J. Seitz, P.E., Director, Division of Engineering and Design
Norm Bowers, P.E., Kansas Association of Counties
Megan Gilliland, Kansas League of Municipalities

COUNTY'S ORIGINAL

FUND EXCHANGE MASTER
DOUGLAS COUNTY, KANSAS

FEDERAL-AID FUND EXCHANGE MASTER AGREEMENT

This MASTER AGREEMENT is between **MICHAEL S. KING**, Secretary of Transportation, Kansas Department of Transportation (KDOT) (the "Secretary") and **DOUGLAS COUNTY, KANSAS** (the "County"), collectively, the "Parties."

RECITALS:

- A. The Secretary has authorized a Federal Fund Exchange Program under which local units of government may exchange some or all of the Federal Funds allotment by KDOT to the local unit in a specific federal fiscal year for State Funds allocated to the Secretary.
- B. The County desires to exchange all or a portion of the County's annual allotment of Federal Funds for State Funds at the Exchange Rate or to bank all or a portion of its annual allotment, such amount to be used in the future for either a Federal-Aid Project or exchanged for State Funds at the Exchange Rate.
- C. The Secretary and the County are empowered by the laws of Kansas to enter into agreements incident to the financing, construction, and maintenance of county roads utilizing federal or state funds.
- D. The Parties have determined the Federal Fund Exchange Program would be most efficiently administered under this Master Agreement.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"Banked Funds"** means the County's annual allotment of Federal Funds which the County has decided to use in the future for either a Federal-Aid Project or to be exchanged for State Funds.
- 3. **"County"** means the Douglas County, Kansas.
- 4. **"Effective Date"** means the date this Agreement is signed by the Secretary or his designee.

5. **"Exchange Rate"** means the exchange of Federal Funds allotment for State Funds at a rate of ninety percent (90%) of State Funds for one hundred percent (100%) of local federal obligation authority for costs incurred pursuant to this Agreement, on a reimbursement basis.
6. **"Exchanged Funds"** means the funds from the County's annual allotment of Federal Funds exchanged for State Funds at the Exchange Rate.
7. **"Exchanged Portion"** means a portion of funds from the County's annual allotment of Federal Funds exchanged for State Funds.
8. **"Federal Funds"** means federal-aid transportation funds, including Surface Transportation Program funds, for use on state and local federal-aid transportation projects.
9. **"Fund Exchange Request"** means the attached form "Attachment A" which is submitted by the County to KDOT to request the exchange of Federal Funds for State Funds in any given year, and the terms of which are incorporated herein by reference.
10. **"KDOT"** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
11. **"Parties"** means the Secretary and KDOT, individually and collectively, and the County.
12. **"Secretary"** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
13. **"State Funds"** means State of Kansas transportation funds.

ARTICLE II

TERMS OF AGREEMENT:

1. **Secretary Authorization.** The Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this exchange.
2. **Incorporation of Program Application.** The County will submit a Fund Exchange Request when it desires to exchange its Federal Funds. The Fund Exchange Request will be incorporated into and made a part of this Agreement for all purposes.
3. **Exchange of Funds.**
 - (a) When the County submits a Fund Exchange Request to use the Banked Funds for a Federal-Aid Project, the Secretary will apply one hundred percent (100%) of the requested amount to said project, up to the amount indicated on the Fund Exchange Request.

- (b) When the County submits a Fund Exchange Request, to use the Exchanged or Banked Funds pursuant to the Federal Fund Exchange Program, the following terms will apply to the exchange:
 - (i) The County authorizes the Secretary to retain and use the Exchanged Portion of the County's annual allotment of Federal Funds for the federal fiscal year indicated in the Fund Exchange Request in exchange for State Funds at the Exchange Rate.
 - (ii) The Secretary shall reimburse the County, with State Funds, for one hundred percent (100%) of costs incurred pursuant to this Agreement, up to ninety percent (90%) of the amount of funds as indicated on the Fund Exchange Request. All costs incurred in excess of the fund exchange amount will be the sole responsibility of the County.
 - (iii) Any State Funds exchanged pursuant to this Agreement may be carried over in the next federal fiscal year by the County. Banking of Exchanged Funds is limited to three (3) consecutive fiscal years, unless written approval is obtained from the Secretary.
 - (iv) The County understands that the Secretary may use the retained Federal Funds exchanged by the County for any federally eligible purpose or project within the State.
 - (v) The Secretary will make partial payments to the County for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing showing costs paid by the County and any reimbursement form required by KDOT.

4. **Limitations on Use of State Funds.**

- (a) The County shall not deposit the exchanged State Funds into the operating budget for the County.
- (b) The County shall use the State Funds exchanged pursuant to this Agreement for:
 - (i) transportation projects, as approved by the Secretary, which are eligible under KDOT's Federal Fund Exchange Guidelines; and
 - (ii) for all phases of approved transportation project(s) including, but not limited to preliminary engineering, right of way acquisition, utility relocation, construction and inspection.
- (c) Upon completion of the transportation project, the County shall notify Secretary and allow the Secretary to participate in a final review of the project. Reviews by the Secretary are not done for the benefit of the County or its contractors, or agents, or other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, surveys, and any

necessary investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the County.

5. **Availability of State Funds.** The total dollars exchanged under this Agreement are contingent upon the availability of State Funds. If, in the judgment of the Secretary, sufficient State Funds are not appropriated to continue the function performed in this Agreement, the Secretary may terminate this Agreement without further notice. The Secretary will not be responsible to the County for any reduction in State Funds.
6. **Availability of Federal Funds.** The total dollars exchanged under this Agreement are also contingent upon the availability of Federal Funds. If, due to Congressional funding restrictions, sufficient Federal Funds have not been allocated to the County, the Secretary shall exchange funds in the amount available.
7. **Audit.** The County will participate and cooperate with the Secretary in an audit which will occur either annually or by project. The County shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with State Funds to the County for items considered non-participating, the County shall promptly reimburse Secretary for such items upon notification by Secretary.
8. **Compliance with Federal and State Laws.** The County shall comply with all applicable federal, state, and local laws, regulations, executive orders, and ordinances governing the projects undertaken pursuant to this Agreement.
9. **Legal Authority.** The County shall adopt all necessary ordinances and/or resolutions and take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.
10. **Indemnification.** To the extent permitted by law, the County agrees to defend, indemnify, hold harmless, and save the Secretary 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 by the County or the County's employees.

ARTICLE III

GENERAL PROVISIONS:

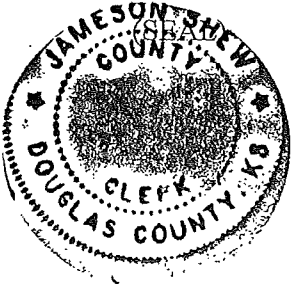
1. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
2. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the County and their successors in office.
4. **No Third Party Beneficiaries.** 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.
5. **Headings.** The captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not alter the terms and conditions of any part or parts of this Agreement.
6. **Effective Date.** This Agreement will become effective as of the date signed by the Secretary or his designee.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

Heath Pitt 4-14-16
COUNTY CLERK (Date)



DOUGLAS COUNTY, KANSAS

[Signature]
CHAIRPERSON
[Signature]
MEMBER
[Signature]
MEMBER

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: [Signature] 4/28/16
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer



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 "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 Business as defined in the Regulations shall have a level playing field to compete 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 C.F.R. 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
 - (a) 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.

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. 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 _____ 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 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 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 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 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.

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 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.