



Transportation Policy Body (TPB) Meeting Agenda
Tuesday, August 27 at 3:00 pm
271 W. 3rd Street North, Suite 203
Wichita, Kansas 67202

Please call us at 316.268.4315 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests.

Special Session Meeting Agenda

[Note: Meeting agenda is subject to change during the meeting.]

1. **Welcome and Call to Order**
2. **Regular Business**
 - A. **Action: Consent Agenda**
 - i. **[WAMPO/City of Wichita Fiscal Agreement Contract](#)**
3. **Public Comment**
4. **Executive Session**
5. **Adjournment**

Phil Nelson, TPB Secretary
August 19, 2019



Background

- The City of Wichita has acted as Fiscal Agent for WAMPO for several years.
- With WAMPO's move toward more independence, and the City of Wichita precluding WAMPO from accessing their new accounting software program, a new fiscal agreement needed to be drafted.
- WAMPO staff and legal counsel worked with City of Wichita staff and legal department to develop the attached contract document.
- WAMPO typically budgets for charges levied by the City in the annual Unified Planning Work Program (UPWP).

Fiscal/Budget Considerations:

- Since 2017, the City has levied the following administrative fees that have been covered by annual budget appropriations in the Unified Planning Work Program.
 - **2017**- \$33,335
 - **2018** - \$21,966.53 Comprehensive Planning Grant & \$19,652.77 Planning Walkable Places Program
 - **2019** (January to June) - \$3,289.89 Comprehensive Planning Grant & \$2,277.27 Planning Walkable Places
- WAMPO staff were asked to look into other options. A local bank was contacted to see if WAMPO could open a line of credit to reduce some of the annual costs, but interest rates were significantly higher going through a bank than continuing to use the City.

Policy Considerations:

- The City will return the balance of WAMPO's cash account within 30 days of contract execution.
- The City will make an initial cash advance of 25% of the annual budget (one-quarter) of its federal funding, within thirty (30) days of signing the contract.
- WAMPO will provide the City monthly bank balances and financial reports, and monies will be replenished and/or paid back according to the contract terms.
- The City will charge WAMPO interest on outstanding balances based on the City's weighted average yield to maturity and/or the 91-day Treasury Bill Yield.

Options:

- Approve the Fiscal Agent Agreement by and between the City of Wichita and WAMPO
- Approve the Fiscal Agent Agreement by and between the City of Wichita and WAMPO with specific changes.
- Not approve the Fiscal Agent Agreement by and between the City of Wichita and WAMPO.

Recommended action:

- *Approve the Fiscal Agent Agreement by and Between the City of Wichita and WAMPO*

Attachment:

- [WAMPO/City of Wichita Fiscal Agreement Contract](#)

**CONTRACT FOR FISCAL AGENT SERVICES BETWEEN
THE WICHITA AREA METROPOLITIAN PLANNING ORGANIZATION**

AND

THE CITY OF WICHITA, KANSAS

THIS CONTRACT entered into this ____ day of _____, 2019 by and between the Wichita Area Metropolitan Planning Organization ("WAMPO") and the City of Wichita, Kansas (CITY)

WITNESSETH THAT:

WHEREAS, WAMPO is the designated Metropolitan Planning Organization ("MPO") for the greater Wichita metropolitan area and is responsible for the continuing, cooperative, and comprehensive transportation planning process mandated by federal law and state regulations; and

WHEREAS, WAMPO is a legally independent government entity authorized by federal regulation, is distinct from any of its Member Jurisdictions and is governed by the Transportation Policy Body ("TPB"); and

WHEREAS, WAMPO is comprised of Member Jurisdictions representing at a minimum the units of general purpose local government that together represent at least 75 percent of the existing Metropolitan Planning Area Boundary ("MPAB") population (including the City of Wichita which is the largest incorporated city); and

WHEREAS, WAMPO receives operating assistance through federal transportation planning funds identified annually in a Consolidated Planning Grant Agreement ("CPG") between WAMPO and the Kansas Department of Transportation ("KDOT"). Under the CPG, KDOT reimburses WAMPO the eligible federal share of TPB-authorized Unified Planning Work Program ("UPWP") expenditures, with the balance (the non-federal participation) to be provided by WAMPO Member Jurisdictions; and

WHEREAS, the WAMPO Redesignation Agreement for Cooperative Transportation Planning of 2013 ("Redesignation Agreement") provides for a separate Fiscal Agreement to collect local, non-federal participation funds for the operation of WAMPO; and

WHEREAS, participating WAMPO Member Jurisdictions entered into a Fiscal Agreement for the provision of local, non-federal funding to meet the local match requirement for federal transportation planning funds identified in the CPG Agreement and to, as may be needed from time to time, supplement deficiencies in the annual operating expenses experienced by WAMPO; and

WHEREAS, the Fiscal Agreement provides that WAMPO will contract the services of a Fiscal Agent(s) from the pool of Member Jurisdictions to provide itemized services for WAMPO. The duties of the designated Fiscal Agent(s) will be determined by agreement between WAMPO and the designated Fiscal Agent(s); and

WHEREAS, WAMPO desires to enter into a contract with the CITY for Fiscal Agent Services; and

WHEREAS, CITY is a Member Jurisdiction of WAMPO with proven financial capacity and capabilities sufficient to serve the needs of WAMPO and the CITY desires to enter into a contract with WAMPO to provide Fiscal Agent Services.

NOW, THEREFORE, the contracting parties do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES The CITY shall provide and perform the Scope of Services under this Contract and at the negotiated rates and charges as specified in Attachment A. Any changes in the Scope of Services and/or budget under this Contract shall be made by written amendment, and signed by all parties, as provided by SECTION 16 of this Contract. Deviation from this approved Scope of Services during

the contract period must be approved by WAMPO. Deviation from the Scope of Services, unless approved by WAMPO, may result in termination of the Contract. Termination will follow the procedures under SECTION 17 of this Contract.

SECTION 2. TIME OF PERFORMANCE

A. Period of Contract This Contract shall cover services performed or to be performed by the CITY commencing the date this contract is approved and ending December 31, 2020. This Contract shall not bind nor purport to bind WAMPO for any contractual commitment in excess of this contract period.

B. Option to Extend This Contract may be renewed for four (4) additional one-year terms upon the written mutual agreement of the parties. After the additional renewal periods have been executed, if it is deemed to be desirable by WAMPO and the CITY, a new Contract shall be executed. In the event the Contract is extended, all terms, conditions, and provisions of the original Contract shall remain the same and apply during any extension period(s), unless modified via a formal Contract amendment approved by mutual agreement of the parties. Absent such an extension, the obligations of the City as set out in the Scope of Services shall cease at the end of the Contract period.

SECTION 3. FUNDING AND COMPENSATION FOR CITY SERVICES

A. Cash Account The CITY will return the balance of WAMPO's pooled cash account for its WAMPO Local Jurisdiction Funding (which is fund 760 and subfund 002 in Performance (the CITY's accounting system)) as of September 3, 2019 within thirty (30) days of the signing of this contract. If the return amount is disputed, the CITY will provide an accounting of the funds.

B. Existing Cash Deficit at Transition WAMPO's payable balance owed to the CITY will be based upon their cash deficit (its pooled cash account for fund 760 and subfund 001) as of the transition date for the accounting records of WAMPO, which is anticipated to be September 3, 2019. All payables need to be paid out prior to this date, as of the last check run schedule on August 30, 2019.

C. Funding of Expenses to WAMPO

1. The CITY shall make an initial cash advance in the amount equal to twenty-five percent (25%) of WAMPO's 2019 budget, which is equivalent to one-quarter (25%) of its federal funding, within thirty (30) days of signing this contract.
2. WAMPO shall provide a Monthly Statement on WAMPO letterhead signed by its Director to the CITY within ten (10) business days after the first of each month. At a minimum the monthly statement will include the following information/ support: (1) WAMPO's bank balance at the end of the month just ended; (2) proof of its bank balance via an online statement from its bank; (3) a summarized rollforward of receipts and disbursements from the previous month's bank balance to the current bank balance; and (4) reports from its accounting system that supports the amounts presented in the rollforward.
3. If WAMPO's bank balance is below twenty-five percent (25%) of its current fiscal year budget and upon the request from WAMPO for replenishment, then the CITY will transfer additional funds to WAMPO sufficient to replenish its cash balance up to an amount equal to twenty-five percent (25%) of its current fiscal year budget within ten (10) business days of receipt of the Monthly Statement from WAMPO barring any unanswered questions/ issues the CITY has brought up.

The CITY will deposit funds, as discussed above, directly into WAMPO's designated bank account, as provided via its vendor file with the CITY. WAMPO will register as a vendor of the CITY as provided by completion of the CITY vendor registration and vendor ACH authorization forms. Each transfer of funds will be recorded as a payable from WAMPO to the CITY.

4. If WAMPO's bank balance is above twenty-five percent (25%) of its current fiscal year budget, then WAMPO will transfer, via ACH, within ten (10) business days of sending the Monthly Statement to the CITY, the lesser of:
 - a. An amount sufficient to deplete its cash balance to an amount equal to twenty-five (25%) of its current fiscal year budget; or
 - b. The amount owed to the CITY by WAMPO

Once the funds have been deposited in the CITY's bank account, the CITY will reduce WAMPO's payable balance owed to the CITY by that amount; the CITY will also provide WAMPO a receipt and a statement of the adjusted payable balance.

5. Within thirty days (30) of each new fiscal year, WAMPO is to provide to the CITY supporting documentation of approval of its upcoming annual fiscal budgets.

D. Interest Charges The CITY will charge WAMPO interest on its outstanding payable balance due to the CITY at a rate not to exceed the higher of (1) the CITY'S weighted average yield to maturity on its pooled cash and investments or (2) the 91-day Treasury Bill yield. See Attachment A for details of payment to the CITY by WAMPO.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS CITY agrees to retain all its records, books, papers, or documents related to the current contract term for a period of not less than four (4) years after the current period ends. The aforementioned records will be retained beyond three (3) years if any litigation, audit, finding of a questioned cost (either an independent, State or Federal audit) has begun or if a claim is instituted involving the grant or agreement covered by the records and WAMPO notifies CITY of the triggering event within that three year period. In these instances, the records will be retained three (3) years from the final resolution of the litigation, audit, finding or claim. No records shall be disposed of outside of the agreed upon retention period without prior written notice to WAMPO.

SECTION 5. DOCUMENTATION OF CHARGES Payments for charges under this Contract may include fixed-price, negotiated fees for service and expense reimbursements as agreed upon by the CITY and WAMPO. All reimbursable expenses shall be supported by documentation in the form of a monthly bank statement, evidencing in proper detail the nature and propriety of the Expenses.

SECTION 6. REPORTS, INFORMATION AND OTHER PROPERTY

A. The CITY, at such times (usually not more often than once monthly) and in such forms as WAMPO may request, shall furnish to WAMPO such statements, records, reports, data and information as WAMPO may reasonably request pertaining to matters covered by this Contract. All reports, information, data and other related materials, prepared or assembled by the CITY under this Contract, are subject to the Kansas Open Records Act set forth in K.S.A. 45-215 et seq.

B. Within 30 days after this contract is signed by both parties, the CITY will deliver to WAMPO documents and information in its possession regarding the operation and management of WAMPO, free of charge, since its formation. Such information to include:

1. Requests for proposals issued for WAMPO projects prior to the approval of this contract between January 1, 2017 and July 1, 2019, and for WAMPO projects with contracts that are not yet completed. For any fiscal years prior to 2017 requested; a collection fee will be passed on to WAMPO for retrieval of these files from storage.
2. Contracts of which WAMPO is a party, currently in the possession of the CITY.
3. Accounting transaction support from the CITY's software Laserfiche in relation to WAMPO's payables and other journal entries.

C. The CITY may provide the documents and information described in SECTION 6 in electronic format, original format or photocopies. The CITY may retain, at its own expense, copies of any of the information described in Section 6. In the event WAMPO requests other information or documentation from the CITY in the future, the CITY will invoice WAMPO for the costs of labor and supplies related to furnishing the requested documents and information based on rates in Attachment A.

- D. WAMPO shall return all CITY property, including the following, as of September 3, 2019.
1. CITY access cards are to be returned to the CITY security desk. New access cards can be requested as a non-city employee/entity.
 2. CITY purchasing cards and corporate cards are to be returned to Melinda Walker, Purchasing Manager, in the Department of Finance.

SECTION 7. AUDITS AND INSPECTIONS

A. Audit and Inspection – WAMPO's Rights The CITY shall, at any time and as often as WAMPO, the State of Kansas, the Comptroller General of the United States and/or any of their duly authorized representatives may reasonably deem necessary, make available for examination all its records and data that pertain to work performed under this Contract for the purpose of making audits, examinations, excerpts, transcriptions and photocopies. Access includes any books, documents, papers or records, including computer records, of any contractor or subcontractor within the control of the CITY, which are directly pertinent to charges made under this Contract. Rights shall also include timely and reasonable access to personnel for the purpose of making audit, examination, excerpts, transcriptions, interviews and discussions related to such documents.

CITY shall be entitled to fees for services rendered pursuant to such audit and inspection activities. Said services will be considered "other services" as defined in Attachment A, and subject to fees as provided therein.

B. Audit and Inspection – CITY's Rights WAMPO shall, at any time and as often as the CITY, the State of Kansas, the Comptroller General of the United States and/or any of their duly authorized representatives may reasonably deem necessary, make available for examination all its records and data that pertain to work performed under this Contract for the purpose of ensuring the Contract terms are properly upheld. Access includes any books, documents, papers or records, including computer records, of any contractor or subcontractor within the control of WAMPO, which are directly pertinent to charges made under this Contract. Rights shall also include timely and reasonable access to personnel for the purpose of making audit, examination, excerpts, transcriptions, interviews and discussions related to such documents.

CITY shall be entitled to reimbursement of reasonable fees related to an AUP (Agreed Upon Procedure) performed by its Auditor to ensure WAMPO's compliance with this Contract and proper documentation of its records as provided to the CITY.

C. Audited Financial Statements and Internal Controls WAMPO shall provide to the CITY a copy of its most recent audited financial statements and Single Audit, if required, within 30 days of the issuance. WAMPO shall also provide the CITY a copy of the auditor's letter of internal control observations and communication to governance when providing its audited financial statements. These documents are to be provided to assure the CITY that WAMPO has adequate controls and safeguards to protect and properly expend the advanced funds by the CITY.

SECTION 8. FUNDS EXPENDED BY WAMPO It is agreed and understood by and between the parties that any funds advanced to WAMPO by the CITY are owed to the CITY. The CITY will not be held responsible for any expenses incurred for disallowed or ineligible expenses by the CPG nor any funds misappropriated by WAMPO personnel.

SECTION 9. ASSIGNABILITY Except as provided in SECTION 12 and SECTION 20 of this Contract, the CITY shall not assign this Contract or any part thereof, without the written consent of WAMPO. In

no case shall such consent relieve the CITY from the obligation under, or change the terms of this Contract. The transfer or assignment of any part of this Contract to include contract funds, either in whole or part, and interest therein, which shall be due or become due to the CITY, without the written consent of WAMPO, shall cause the annulment of said transfer or assignment.

SECTION 10. SUBCONTRACTING The CITY agrees to notify WAMPO if any of its responsibilities arising out of this Contract are subcontracted and the CITY must receive prior written approval from WAMPO authorizing said subcontracting of services.

In the event that the CITY elects to subcontract any of the services relative to this Contract, the CITY will notify WAMPO of the subcontractor and the nature of the services to be performed. All subcontractors will be required to meet all laws, regulations and State policies pertaining to the administration of the CPG.

SECTION 11. INDEPENDENT CONTRACTOR The CITY is an independent contractor and not an employee of WAMPO. Neither the CITY nor any agent or employee of the CITY shall be considered an employee of WAMPO for any purpose whatsoever. The CITY agrees that it has or will, secure at its own expense all personnel required in performing all the services required under this Contract. The CITY agrees that CITY will be responsible for all employment taxes, social security payments, unemployment compensation and personnel benefits it chooses to provide to its employees. The parties agree that the CITY has no authority nor responsibility in the operation or management of WAMPO, and has only that degree of input into project selection and funding as is afforded to the CITY through its voting representatives on the Transportation Policy Body.

SECTION 12. COPYRIGHTS If the services in this Contract result in a book or other copyrightable material, WAMPO may copyright the work, but members of WAMPO, including the CITY, KDOT and FHA reserve the right to reproduce, publish or otherwise to use the work for legitimate operational purposes.

SECTION 13. PATENTS Any discovery or invention arising out of or developed in the course of work aided by this Contract shall promptly and fully be reported to WAMPO for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to any regulation of the KDOT, which is directly applicable to matters under the CPG.

SECTION 14. LOBBYING PROHIBITED None of the funds provided under this Contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America, the Legislature of the State of Kansas, or any local governments. In the event the grand total of the Contract is in excess of \$100,000, the CITY agrees to complete a Federal lobbying certification form.

SECTION 15. COMPENSATION OF PARTICIPANT Individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of: (A) the minimum wage under section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended; (B) the minimum wage under the applicable state or local minimum wage law; or (C) at the prevailing rates of pay for individuals employed in similar occupations by the same employer, after accounting for education, training and experience.

SECTION 16. MODIFICATION OF CONTRACT As a result of additional requirements imposed, WAMPO may require modification of this Contract. The CITY agrees to accept this Contract with the understanding that the Contract may be modified. In the event the CITY is unable or unwilling to comply with any required Contract modification, WAMPO shall be notified by the CITY within 30 days, at which time WAMPO may declare this Contract canceled and proceed under the Contract termination provisions herein provided. Further, in the event the CITY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the CITY may request modification of the Contract. The Contract may also be modified upon agreement of all parties to this Contract.

Any request for modification of the Contract by the CITY must be provided to WAMPO in writing and must state the reason(s) and provide justification. In the event WAMPO is unable or unwilling to comply with any required Contract modification, the CITY shall be notified by WAMPO within 30 days, at which time, the

CITY may declare this Contract canceled and proceed under the Contract termination provisions herein provided.

Any modifications to this Contract shall be in accordance with the following provisions:

A. To provide necessary flexibility for the most effective execution of this Contract, subject to subsection B below, changes to this Contract may be made by placing them in written form and incorporating them into this Contract. WAMPO and the CITY must both approve any modification in writing.

B. Prior to any financial or programmatic change that would substantially alter the original intent of this Contract, a written amendment shall be approved and signed by all signatories to the original contract.

SECTION 17. CONTRACT TERMINATION

Termination for Material Breach This Contract may be terminated upon the failure by either Party to comply with any of the material obligations contained in this Contract or referenced herein, exhibits and/or provisions of any subsequent extension or amendment to this Contract. Such a breach shall entitle the other Party to give to the Party in default notice specifying the nature of the default and requiring it to cure such default. If such default is not cured within fourteen (14) business days after the receipt of such notice or, if such default cannot be cured within such period, if the Party in default does not commence and diligently continue actions to cure such default, the notifying Party shall be entitled, without prejudice to any of its other rights conferred on it by this Contract, in addition to any other remedies available to it by law or in equity, to terminate this Contract on the fourteenth (14th) business day following receipt of the default notice. The right of either Party to terminate this Agreement, as hereinabove provided, shall not be affected in any way by its waiver or failure to take action with respect to any previous default. Within thirty (30) business days of termination, WAMPO shall pay to CITY all undisputed outstanding advances and interest charges through the termination date and the CITY will pay WAMPO any funds held by the CITY as the fiscal agent for WAMPO.

A. Termination Due to Lack of Funding If the funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming to WAMPO, this Contract shall terminate. WAMPO shall pay to CITY all outstanding advances and related interest charges through the termination date within thirty (30) business days.

B. Termination for Convenience This Contract may also be terminated for the convenience of any party upon forty-five (45) days written notice to the other parties. WAMPO shall pay to CITY all outstanding advances and related interest charges through the termination date within ten (10) business days.

C. In the Event of Termination Upon receipt of notice of termination or cancellation the CITY shall: (1) discontinue advances of funds and provision of services to WAMPO; (2) settle, with the approval of WAMPO, all outstanding advances, interest and services; and 3) turn over copies of all records including, but not limited to, financial records, case files, and all other documents relating to this Contract.

SECTION 18. NOTIFICATION WAMPO and CITY agree that all notices to be given with respect to this Contract shall be:

A. In writing and personally delivered or sent by certified mail.

B. Notification to WAMPO shall be sent or delivered to:

Wichita Area Metropolitan Planning Organization
271 W. Third, Suite 208
Wichita, KS 67202

C. Notification to CITY shall be sent or delivered to:

Finance Department

City of Wichita
455 N. Main
Wichita, KS 67202

SECTION 19. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT All parties to this contract shall comply with all provisions as contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 20. ANTI-TRUST LITIGATION For good cause, and as consideration for executing this Contract, the CITY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to WAMPO all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the CITY pursuant to this Contract.

SECTION 21. JURISDICTION WAMPO and the CITY agree that any legal action brought as a result of an alleged breach of contract shall be brought in the County of SEDGWICK, Kansas and subject to laws of the State of Kansas.

SECTION 22. APPENDICES All exhibits referenced herein and all amendments or mutually agreed upon modification(s) to this contract are hereby incorporated in this contract as though fully set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this contract amendment the day and year first above written.

APPROVED AS TO FORM:

Kelly J. Rundell
Attorney for the WAMPO

Date

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION (WAMPO):

Dan Woydziak
Transportation Policy Body Chairperson

Date

ATTEST:

Phil Nelson
WAMPO Secretary

Date

APPROVED AS TO FORM:

Jennifer Magana
City Attorney and Director of Law

Date

CITY OF WICHITA:

Jeff Longwell
Wichita Mayor

Date

ATTEST:

Karen Sublett
City Clerk

Date

CONTRACT ATTACHMENTS

- A. Scope of Services
- B. Revised Equal Employment Opportunity/Affirmative Action Program Requirements
- C. Certification Regarding Lobbying
- D. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

SCOPE OF SERVICES

Services to be provided:

- 1) Transfer to WAMPO as noted in the Contract. As a part of this service, the CITY will (1) review WAMPO's Monthly Statement for validity and reasonableness, including its reconciliations; (2) adjust WAMPO's payable due to the CITY; and (3) transmit the funds to WAMPO. The CITY will keep record of the hours by personnel and resources used in this service. The CITY will bill WAMPO monthly for this administrative fee plus interest charges for the previous month, at the interest rate discussed in Section 3(D). Personnel costs will be billed at a rate in accordance with number four (4) below and photocopies will be billed at the CITY's internal rate per page. The CITY will furnish supporting documentation of administrative charges billed. This invoice is to be paid by WAMPO within ten (10) business days of billing via check or ACH transfer, if there are no disputes by WAMPO.
- 2) Provide timely access to documentation for the calendar year 2018 and 2019 financial statements and Single Audit and provide assistance as needed in obtaining information from CITY's financial software and records.
- 3) Unless otherwise agreed pursuant to SECTION 5, the reasonable fees charged by the CITY in performance of SECTION 7(A) and SECTION 7(B) shall not exceed the actual hourly rate for the actual time worked by the CITY employee performing such work. The rate charged by the CITY for salaried employees shall be converted to an hourly rate for the purpose of seeking reimbursement from WAMPO.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of WAMPO, by whatever term identified herein, shall comply with the following Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of WAMPO, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry and age except where age is a bona fide occupational qualification;
 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of WAMPO, relating to Non-Discrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination – Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to WAMPO in accordance with the guidelines established for review and evaluation;

ATTACHMENT B

1. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
2. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by WAMPO for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to WAMPO in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by WAMPO, and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of WAMPO are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



Agenda Item 3
Public Comment Opportunity
Dan Woydziak, TPB Chair

The Public Comment Opportunity is an open forum for the public to provide comments about specific items on this month's agenda, as well as any other issues directly pertaining to WAMPO's policies, programs, or documents.

Comments are limited to two (2) minutes per individual.