



**Transportation Policy Body (TPB) Meeting Agenda**  
 Tuesday, August 10<sup>th</sup> at 3:00 pm

<b>Location =</b>	<b>271 W. 3rd Street, Ste. 203 (2<sup>nd</sup> Floor), Wichita, Kansas 67202</b>
<b>Or Online =</b>	<a href="https://global.gotomeeting.com/join/160194141">https://global.gotomeeting.com/join/160194141</a>

*Please call us at 316-779-1321 at least 48 hours in advance if you require special accommodations to participate in this meeting. We make every effort to meet reasonable requests. [Note: Meeting agenda is subject to change during the meeting.]*

## Meeting Agenda

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<b>1. Welcome</b>	
<b>2. Regular Business</b>	
A. Approval of August 10, 2021 Agenda	Page 1
B. <a href="#">Approval of July 13, 2021 Meeting Minutes</a>	Pages 2 to 4
C. TPB Chairman's Report	
i. Director's Report	
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<b>3. Public Comments</b>	
<b>4. New Business</b>	
A. <a href="#">Action: 2021-2024 TIP (Transportation Improvement Program) Amendment #4</a>	Pages 8 to 22
Nick Flanders, WAMPO	
B. <a href="#">Action: BKD Audit Contract</a>	Pages 23 to 45
Chad Parasa, WAMPO, and Kelly Rundell, Hite, Fanning, & Honeyman LLP	
C. <a href="#">Update: City of Haysville's Land-use &amp; Transportation Growth and its plans to connect with the Region</a>	
Will Black and Tony Martinez, City of Haysville	
D. <a href="#">Update: City of Park City's Land-use &amp; Transportation Growth and its plans to connect with the Region</a>	
Sean Fox, City of Park City	
<b>5. Committee &amp; Partnership/Updates</b>	
A. Executive Committee	
B. Committees: Active Transportation (Alan Kailer & Jack Brown); Safety & Health (Dr. Elizabeth Ablah)	
C. KDOT, Wichita Metro	
D. KDOT (Kansas Department of Transportation)	
E. FHWA (Federal Highway Administration)	
<b>6. Other Business</b>	
<b>7. Adjournment</b>	

Chad Parasa, TPB Secretary  
 August 3, 2021



**Meeting Summary**  
Transportation Policy Body (TPB) Meeting Summary  
Tuesday, July 13<sup>th</sup> @ 3:00 PM  
Hybrid Meeting

**Meeting Duration:** 62 minutes

**Members in Attendance:**

David Dennis, Chair, Sedgwick Co.  
Troy Tabor, Andover  
Dan Woydziak, Butler Co.  
Jack Hezlep, Derby  
Bruce Armstrong, Haysville  
Brent Terstriep, KDOT  
Donna Clasen, Maize

Terry Sommers, SCAC  
Jim Howell, Sedgwick Co.  
Pete Meitzner, Sedgwick Co.  
Bryan Frye, Wichita  
Tom Jones, Park City  
Jim Benage, Bel Aire

**Air:**

Tom Hein, KDOT  
Anne Stephens, Bel Aire  
Tom Stolz, Sedgwick Co.  
Brent Clark, Valley Center  
Warren Porter, Rose Hill

**Other Attendees:**

Chad Parasa, WAMPO  
Nick Flanders, WAMPO  
Kathryn Chambers, WAMPO  
Jordan Silvers, WAMPO  
Patty Sykes, WAMPO  
Danielle Gauna, WAMPO  
Paul Schiffelbein, MAPD  
Alan Kailer, Bike Walk Wichita

Rick Backlund, FHWA  
Cecelie Cochran, FHWA  
Ryan Shrack, Valley Center  
Gary Janzen, Wichita  
Kelly Rundell, Hite, Fanning &  
Honeyman LLP  
Rene Hart, KDOT  
Raven Alexander, Wichita Transit

James Wagner, Wichita  
Matthew McDonald, FHWA  
Lynn Packer, Sedgwick Co.  
Brad Shores, JEO  
Jim Weber, Sedgwick Co.  
Charlie Brown, PEC  
Michael Gerber, BKD

**1. Mr. Dennis called the meeting to order at 3:02 PM.**

**2. Regular Business**

**A. Approval of July 13<sup>th</sup>, 2021 Agenda**

Discussion: None

Action: Moved to approve agenda as presented. Motion passed (13-0).

Motion: D. Dennis

Second: T. Sommers

**B. Approval of June 8<sup>th</sup>, 2021 Minutes**

Discussion: None

Action: Moved to approve minutes. Motion passed (13-0).

Motion: D. Dennis

Second: J. Hezlep

**C. TPB Chairman's Report**

**i. Director's Report**

**CRRSAA Federal Funds Call for Projects**

Nick Flanders presented on the transportation-funding portion of the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), which has made \$3,789,097 available for the WAMPO region, separate from \$84,605,554 made available for any part of Kansas (including the WAMPO region). These funds are immediately available for obligation and must be obligated by September 30, 2024. Funds must be spent by September 30, 2029. There is no non-federal match requirement for these funds and no year-specific obligation limitations. Projects that receive these funds must be in the TIP and STIP and consistent with the MTP. These funds cannot be used for costs incurred before the funds are authorized. Preference is for few projects asking for a large portion of funds as opposed to many projects with a small portion of funds. "Special Authority" uses of the funds, such as debt service payments, routine

maintenance, preventative maintenance, personnel and contractor costs, and availability payments are allowed under the federal legislation, at the discretion of the State. The deadline for sponsors to submit applications to WAMPO is July 30, 2021.

#### **Quarterly Activity Report—UPWP**

Chad Parasa presented the Quarterly Activity Report for April-June 2021 breaking down the tasks accomplished at WAMPO based on the Unified Planning Work Program (UPWP). The tasks include the development of TIP reports, data development and maintenance, accounting and audit assistance, and administration.

#### **Bike Ped Counts—September 23 & 25**

Kathryn Chambers gave a call to action for volunteers for WAMPO's upcoming annual bike and pedestrian count.

### **3. Public Comment Opportunity – None**

### **4. New Business**

#### **A. Update: City of Rose Hill's Land-use & Transportation Growth and its plans to connect with the Region**

Warren Porter, Rose Hill city administrator, presented on the city of Rose Hill, home to approximately 4,000 residents. Rose Hill's need can only be met via local actions, as there are no state nor federal highways that are adjacent or run through Rose Hill. They lack the benefits of a highway to grow their commercial and residential development, relying on Rose Hill Rd as the primary artery for the city. The Rose Hill Industrial Park is home to two regionally relevant businesses: Dynamic NC and Viking Blast and Wash Systems. Most of the employees for these businesses live in Wichita, as described in the *Regional Commuter Flows Report*. The largest inflow and/or outflow communities for Rose Hill are Wichita, Andover, and Derby. New housing developments are being built intending to connect to the greater Sedgwick County community.

#### **B. Update: City of Valley Center's Land-use & Transportation Growth and its plans to connect with the Region**

Ryan Shrack, Valley Center Community Development Director, presented on the city of Valley Center, home to 7,300 residents. The city had previously followed a predominantly isolationist policy until the 1990s, but is now fighting against stagnating population growth, land, and economic development such ideals had caused via annexations and new residential developments. The population is expected to grow by 1,300 persons by 2030. Valley Center's proximity to I-135 and other major thoroughfares make the city attractive to commuters. One of the major deterrents to growth in Valley Center is the high cost of water, as the city purchases potable water from the city of Wichita.

#### **C. Update: Commuter-flow patterns in the WAMPO region**

Jordan Silvers summarized a WAMPO report on commuter-flow patterns between the 22 cities in the WAMPO region, describing the inflow, outflow, and internal-commute numbers of various cities in the WAMPO region, and the inflows and outflows of the counties in and around the WAMPO region. The presented information was gathered from the US Census Bureau, which drew data from W2 forms. The report does not include information about remote workers.

### **5. Committee & Partnership/Updates**

A. **Executive Committee**

The Committee has been tracking expenses, including the breakdown of WAMPO costs, including operating costs and project costs, and spending is currently coming in under budget. A balance sheet will be added to see where spending and income stands month to month. The audit selection committee selected BKD LLP as an independent auditing firm and is currently working to complete the contract.

B. **Committees: Active Transportation**

Alan Kailer, co-chair of the Active Transportation Committee, has been hearing presentations from different communities in the region on their bike/ped plans. All the cities are looking for greater connectivity of their bike/ped facilities within the WAMPO region. The ATC will continue to hear from more communities. The next ATC meeting will be held on Wednesday, September 1<sup>st</sup>, 2021 at 9:30 AM.

C. **KDOT, Wichita Metro**

Governor Laura Kelly and Transportation Secretary Julie Lorenz recently announced several Eisenhower Legacy Transportation Program (IKE) projects that have advanced from the design pipeline to the construction pipeline. The IKE program is more responsive than previous programs, allowing for items to be adjusted faster than a 10-year cycle. Additionally, KDOT has released a new Kansas State Transportation map that can be requested on KSDOT.org.

D. **KDOT** – None

E. **FHWA**

After receiving over 25,000 comments regarding updates to the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), a key focus of the FHWA is going to be lower level functional classification of streets, including ways to incorporate pedestrian and bicycle facilities. The FHWA is also currently reviewing the STIP amendment.

**6. Other Business** – None

**7. Meeting adjourned at 4:04 PM.**

**Next Meeting will be held on Tuesday, August 10<sup>th</sup>, 2021 at 3:00 PM.**



## Background

Federal Highway Administration (FHWA) notified the States of the apportionment of Highway Infrastructure Program (HIP) funds during FFYs 2020 and 2021. Portions of the funds apportioned with these notices were made available for use in the Kansas portion of the Wichita Area MPO (WAMPO) region. Please note the following requirements for utilizing these funds:

1. \$683,064 were apportioned in FFY 2020 and are available for obligation until **September 30, 2023**. Any amounts not obligated by the State on or before September 30, 2023 shall expire.
2. \$556,717 were apportioned in FFY 2021 and are available for obligation until **September 30, 2024**. Any amounts not obligated by the State on or before September 30, 2024 shall expire.

## Status

WAMPO staff have sent out a call for projects to local jurisdictions to identify which MTP and/or TIP projects qualify for these funds and could utilize them in the required timeframes, with a request that applications be submitted no later than August 31, 2021.



# 2021 Annual Bicycle & Pedestrian Count Event

## VOLUNTEERS NEEDED

September 23 & 25, 2021

Click [here](https://wampo.org/volunteer) to register: [wampo.org/volunteer](https://wampo.org/volunteer)

Help us gather data to show how valuable our regional bicycle and pedestrian resources are!

2021 Volunteer Opportunities:  
Thursday, September 23rd from 5:00 to 7:00 p.m.  
Saturday, September 25th from Noon to 2:00 p.m



CYCLISTS

A black wooden signpost stands on a green hill. It has two horizontal signs: the top one points right and says 'CYCLISTS', and the bottom one points left and says 'PEDESTRIANS'. The text on the signs is in a bold, yellow, sans-serif font.

PEDESTRIANS

For more information  
[Kathryn.Chambers@wampo.org](mailto:Kathryn.Chambers@wampo.org)  
or call 316-779-1321





**Agenda Item 3**  
**Public Comment Opportunity**  
Commissioner David Dennis, 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 requested to be emailed to [wampo@wampo.org](mailto:wampo@wampo.org) at least one day prior to the meeting. Comments are limited to two (2) minutes per individual during the meeting.



**Agenda Item 4A: Action**  
**2021 - 2024 Transportation Improvement Program (TIP), Amendment #4**  
WAMPO Staff

Amendment #4 to the WAMPO 2021 – 2024 Transportation Improvement Program (TIP) is a regularly scheduled amendment. It is the fourth scheduled amendment for this TIP. The 2021 – 2024 TIP took effect on October 1, 2020.

**Action Options:**

- Approve the amendment, as proposed.
- Not approve the amendment.
- Approve the amendment with specific changes.

**Recommendation:**

- Approval of 2021 - 2024 Transportation Improvement Program (TIP) Amendment #4, as proposed.

**Next Steps:**

- The approved amendment will be sent to the Kansas Department of Transportation (KDOT) to be included in the Statewide Transportation Improvement Program (STIP) for review and consideration by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). Federal approval of the STIP amendment is expected in September 2021.

**Attachment:**

- [WAMPO 2021 - 2024 TIP Amendment 4](#)

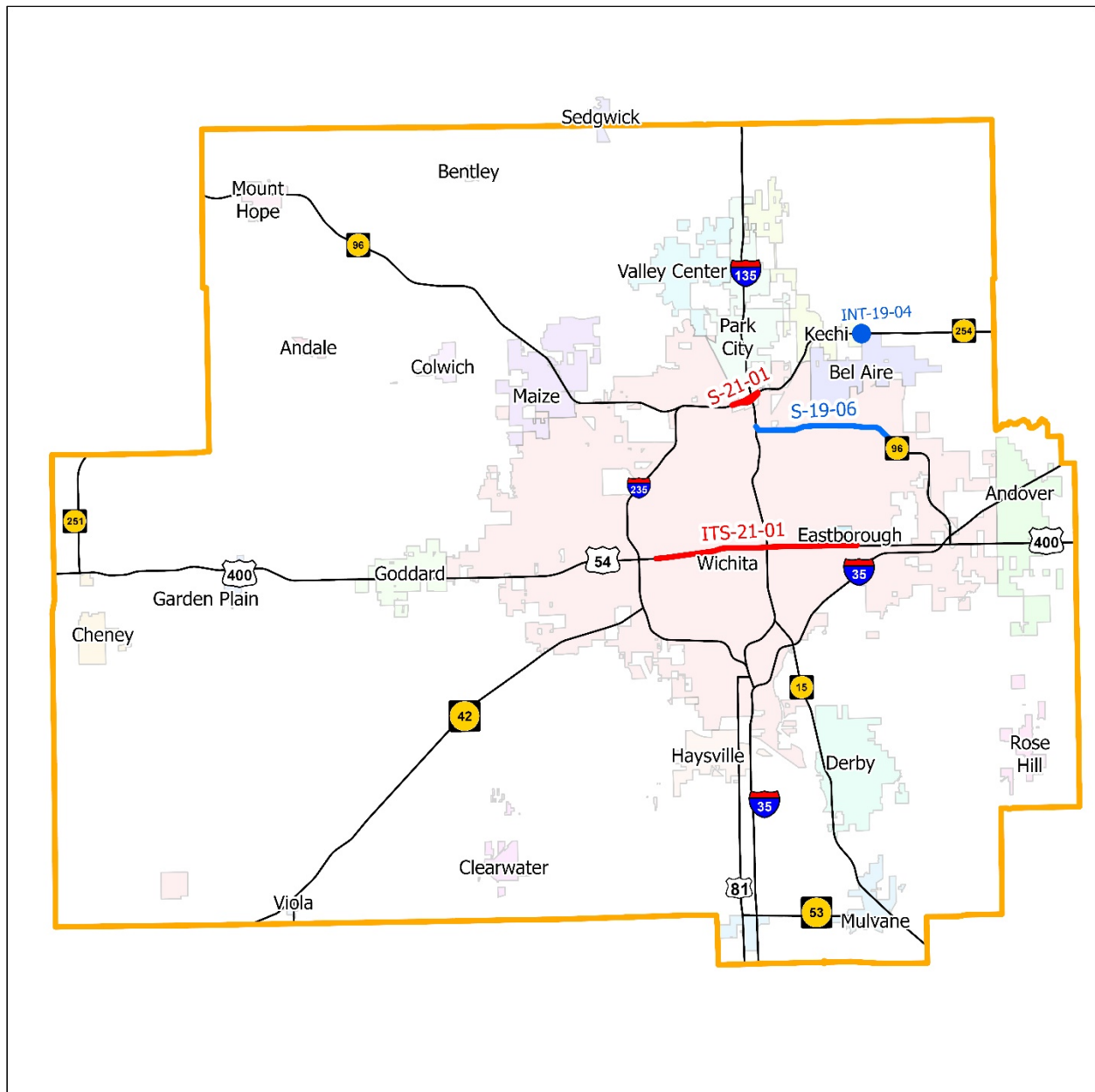


## Projects in WAMPO 2021-2024 TIP Amendment 4

WAMPO I.D.	Amendment or Adjustment	Project Name
ITS-21-01	Amendment	Install Fiber along US-54 in Sedgwick County
S-21-01	Amendment	1R Project: I-235 in Sedgwick County Guardrail Upgrades
INT-19-04	Adjustment	K-254 at Rock Road
S-19-06	Adjustment	Guardrail Upgrades on K-96 in Sedgwick County
R-19-08*	Adjustment	North Main Street Reconstruction
40-576**	Adjustment	KDOT Bridge Set Aside projects in the WAMPO Region 2022
40-514**	Adjustment	WAMPO Travel Demand Model Update

\* Not mapped (only change was to contact information).

\*\* Not mappable.



# Transportation Improvement Program (TIP) Amendment #4 2021 – 2024

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**Staff Contact:** Nick Flanders, GIS Analyst/Transportation Planner  
nicholas.flanders@wampo.org | 316-779-1318



## Public Review & Comment Schedule

Activity	Date	Location	Purpose
<b>Public Review &amp; Comment Period</b>	July 1, 2021 thru July 30, 2021	Electronic Review: <a href="http://www.wampo.org">www.wampo.org</a>	The general public, partners, and stakeholders will have an opportunity to review and comment on the proposed amendments. Comments will be accepted in person, via phone, or in writing. A summary of the comments received will be provided to the TPB prior to final action.
		<i>Hard copy documents are available upon request.</i>	
		271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	Please submit comments to: <a href="mailto:chad.parasa@wampo.org">chad.parasa@wampo.org</a>
<b>Technical Advisory Committee (TAC) Meeting</b>	Monday, July 26 10:00 AM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TAC is scheduled to make a formal recommendation on the proposed amendment at this meeting.
<b>Transportation Policy Body (TPB) Meeting</b>	Tuesday, August 10 3:00 PM	271 W. Third - 2 <sup>nd</sup> Floor, Wichita, KS 67202	There is an additional opportunity for public input at this meeting, under the standing Public Comments agenda item. The TPB is scheduled to take formal action on the proposed amendment at this meeting.

WAMPOs public participation process also satisfies Wichita Transit’s public participation requirements for their Program of Projects.

## Background

WAMPO’s Transportation Improvement Program (TIP) is an on-going program that assigns funding to specific highway, road, bridge, transit, bicycle, pedestrian, and other transportation projects in the region. Inclusion in the TIP is federally required before any federal funds can be made available for use on a project.

The current TIP covers projects that are expected to be active during Federal Fiscal Years (FFYs) 2021 through 2024; it includes 123 projects, totaling \$856,035,726 in estimated cost. The complete project list and additional project information can be found on WAMPO’s website, at <https://www.wampo.org/transportationimprovement-program>.

## Amendment #4 Summary

Regular opportunities are provided to project sponsors to request changes during the project development process. Requests for new projects or requests for significant changes to scope or cost are considered as formal Amendments and require formal approval by the WAMPO Transportation Policy Body (TPB). Smaller, administrative changes\* are processed by staff.

Amendment #4 requests for changes were accepted for 7 projects. Of these,

- 2 will require formal action
- 5 were administrative changes\*

\*Administrative Changes: requested changes include activities like small adjustments in the cost estimate or schedule

### Amendment #4 Total Financial Impact: + \$3,312,031

#### Formal Action Required

Project Name	Change	Type of Formal Action Change
Install Fiber along US-54 in Sedgwick County (2021, 2022) (KDOT)	Add new KDOT project to the TIP, \$1,370,000	New project
1R Project: I-235 in Sedgwick County Guardrail Upgrades (2020, 2021) (KDOT)	Add new KDOT project to the TIP, \$1,279,307	New project

#### Administrative Changes (do not require formal action)

Project Name	Change
North Main Street Reconstruction (2020, 2021) (City of Haysville)	Updated Administrative contact from Zach McHatton to Will Black.
KDOT Bridge Set Aside projects in the WAMPO Region 2022 (2022, 2023) (KDOT)	Small increase (11.7%, \$499,915) in the cost estimate, all from KDOT-awarded STP funds.
K-254 at Rock Road (2021, 2022) (KDOT)	Moved project back from 2020-2021 to 2021-2022; small increase (4.5%, \$31,940) in the cost estimate, all from state funds; corrected inflation assumption from 4% to 4.5%; changed Primary Mode from "Road - Highway" to "Safety"; updated Engineering contact from Carla Anderson to Scott King.
Guardrail Upgrades on K-96 in Sedgwick County (2020, 2021) (KDOT)	Small increase (4.5%, \$130,869) in the cost estimate, all from HSIP funds; changed Primary Mode from "Bridge - Highway" to "Safety"; updated Engineering contact from Scott King to Jeff Sims.
WAMPO Travel Demand Model Update (2022) (WAMPO)	Updated Administrative/Engineering contact from Chris Upchurch to Nick Flanders.

## **WAMPO-Funded Program**

No changes are being proposed for WAMPO-funded projects.

## **Partner and Stakeholder Consultation**

WAMPO worked extensively with regional planning partners, which include the Kansas Department of Transportation (KDOT) and Wichita Transit, as well as all of our member jurisdictions.

In advance of this amendment, WAMPO coordinated with several KDOT bureaus and alerted project sponsors to necessary project changes. WAMPO conducted an open Call for Changes to project sponsors, and worked closely with representatives of our planning partners and member jurisdictions to review particular projects. WAMPO staff also engaged with the Transportation Policy Body and Technical Advisory Committee (which includes representatives of public transportation and the freight community) on this amendment.

## **Public Comments**

A 30-day public comment period is planned during July 2021.

## **MTP Consistency**

Federal regulations require the TIP to be “consistent with the region’s Metropolitan Transportation Plan, or MTP” meaning that the projects in the TIP must be listed in or otherwise demonstrated as consistent with the MTP.

After accounting for the proposed changes, the TIP is consistent with the REIMAGINED MOVE 2040 MTP.

## Fiscal Constraint Analysis

Federal regulations require that the TIP be “fiscally constrained,” meaning that there are enough projected revenues to cover the costs of the projects listed in the TIP. After accounting for the proposed changes, the TIP is fiscally constrained.

2021 - 2024			
Program**	Anticipated Revenues	Programmed Costs	Balance
EARMARK	\$1,800,000	\$1,800,000	\$0
FTA 5307	\$22,400,000	\$22,400,000	\$0
FTA 5310	\$1,737,204	\$1,737,204	\$0
FTA 5339	\$2,690,200	\$2,690,200	\$0
HSIP	\$11,290,692	\$11,290,692	\$0
KDOT-STP	\$4,277,415	\$4,277,415	\$0
MPO-HIF	\$2,352,636	\$2,352,636	\$0
MPO-CMAQ	\$7,606,606	\$6,771,317	\$835,289
MPO-STP	\$41,223,188	\$39,693,600	\$1,529,588
MPO-TA	\$3,066,163	\$3,996,963	(\$930,800)
NHPP	\$96,262,937	\$96,262,937	\$0
<b>FEDERAL SUBTOTAL</b>	<b>\$194,707,041</b>	<b>\$193,272,964</b>	<b>\$1,434,077</b>
<b>LOCAL SUBTOTAL</b>	<b>\$131,093,135</b>	<b>\$131,093,135</b>	<b>\$0</b>
<b>STATE SUBTOTAL</b>	<b>\$24,461,791</b>	<b>\$24,461,791</b>	<b>\$0</b>
<b>TOTAL</b>	<b>\$350,261,967</b>	<b>\$348,827,890</b>	<b>\$1,434,077</b>

\*\*See Page 5 for program definitions.

## Program Definitions

- **EARMARK:** Funding provided to a project because it is individually listed in a piece of federal legislation.
- **FTA 5307:** Federal Transit Administration Urbanized Area Formula Grants program
- **FTA 5310:** Federal Transit Administration Enhanced Mobility of Seniors & Individuals with Disabilities program
- **FTA 5339:** Federal Transit Administration Grants for Buses and Bus Facilities program
- **HSIP:** Highway Safety Improvement Program
- **KDOT-STP:** Surface Transportation Block Grant Program (awarded by KDOT)
- **MPO-HIF:** Highway Infrastructure Program (awarded by WAMPO)
- **MPO-CMAQ:** Congestion Mitigation and Air Quality Improvement program (awarded by WAMPO)
- **MPO-STP:** Surface Transportation Block Grant Program (awarded by WAMPO)
- **MPO-TA:** Transportation Alternatives program (awarded by WAMPO)
- **NHPP:** National Highway Performance Program





**New Project**

Lead Agency **KDOT**

WAMPO I.D. S-21-01

KDOT Project I.D. 087 KA5510-02

Last TIP Action 21-04

Project Title **1R Project: I-235 in Sedgwick County Guardrail Upgrades**

Project Limits **Northbound/Southbound I-235 & Eastbound/Westbound K-254: On I-235 from the bridge over the BNSF railroad (East of Broadway) thence East to the K-254 bridge over Hydraulic**

Project Scope **Guardrail Upgrades**

Primary Mode **Safety**

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Rene Hart  
KDOT  
785-296-8593  
rene.hart@ks.gov

Engineering Contact

Scott King  
KDOT  
785-296-3901  
scott.king@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2020	Federal: HSIP			\$0	\$58,150	\$0	\$0	\$0	\$0	\$0	\$0	\$58,150
2021	Federal: HSIP			\$0	\$0	\$0	\$1,163,007	\$58,150	\$0	\$0	\$0	\$1,221,157
		Total (using AC, not ACCP)		\$0	\$58,150	\$0	\$1,163,007	\$58,150	\$0	\$0	\$0	<b>\$1,279,307</b>
		Total (using ACCP, not AC)		\$0	\$58,150	\$0	\$1,163,007	\$58,150	\$0	\$0	\$0	<b>\$1,279,307</b>



# TIP Projects

## 2021-2024 TIP Administrative Adjustment 21-03.1

### Amend/Adjust Project

Lead Agency City of Haysville

WAMPO I.D. R-19-08

KDOT Project I.D. 087 N0694-01

Last TIP Action 21-03.1

Project Title North Main Street Reconstruction

Project Limits North Main Street, from Grand Avenue to the Valley Center Floodway Bridge

Project Scope Reconstruct and pave North Main Street in Haysville, maintain the existing 4-lane arterial roadway with curb and gutter from Grand Ave. to the Valley Center Floodway Bridge. This project includes a 10' sidewalk along the west side of North Main St and a signalized pedestrian crossing at Karla Ave.

Primary Mode Road - Other Road      Bike/ped component?       Partially or Fully in: Butler County  Sedgwick County  Sumner County

#### Administrative Contact

Will Black  
City of Haysville  
(316)529-5900  
wblack@haysville-ks.com

#### Engineering Contact

Ben Mabry  
PEC  
(316)206-1317  
ben.mabry@pec1.com

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2020	Local			\$0	\$172,900	\$20,000	\$0	\$0	\$0	\$0	\$0	\$192,900
2021	Federal: MPO-STP			\$0	\$0	\$0	\$1,516,230	\$227,434	\$0	\$0	\$0	\$1,743,664
2021	Local			\$0	\$0	\$0	\$379,057	\$56,859	\$0	\$0	\$0	\$435,916
Total (using AC, not ACCP)				\$0	\$172,900	\$20,000	\$1,895,287	\$284,293	\$0	\$0	\$0	\$2,372,480
Total (using ACCP, not AC)				\$0	\$172,900	\$20,000	\$1,895,287	\$284,293	\$0	\$0	\$0	\$2,372,480

**Amend/Adjust Project**

Lead Agency **KDOT**

WAMPO I.D. 40-576

KDOT Project I.D.

Last TIP Action 21-03.1

Project Title **KDOT Bridge Set Aside projects in the WAMPO Region 2022**

Project Limits **Various locations on K, US and Interstate routes in the WAMPO region**

Project Scope **Surface preservation, including patching, overlay, redecking, and bridge maintenance**

Primary Mode **Bridge - Highway**      Bike/ped component?       Partially or Fully in: **Butler County**     **Sedgwick County**     **Sumner County**

Administrative Contact

Rene Hart  
KDOT  
(785)296-8593  
rene.hart@ks.gov

Engineering Contact

Brent Terstrip  
KDOT  
(620)727-1472  
Brent.Terstrip@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Federal: KDOT-STP			\$0	\$0	\$0	\$499,915	\$0	\$0	\$0	\$0	\$499,915
2022	Federal: NHPP	AC	State	\$0	\$30,600	\$0	\$3,798,400	\$163,600	\$0	\$0	\$0	\$3,992,600
2022	State			\$0	\$3,400	\$0	\$274,600	\$3,400	\$0	\$0	\$0	\$281,400
2023	Federal: NHPP	ACCP		\$0	\$30,600	\$0	\$3,798,400	\$163,600	\$0	\$0	\$0	\$3,992,600
		Total (using AC, not ACCP)		\$0	\$34,000	\$0	\$4,572,915	\$167,000	\$0	\$0	\$0	<b>\$4,773,915</b>
		Total (using ACCP, not AC)		\$0	\$34,000	\$0	\$4,572,915	\$167,000	\$0	\$0	\$0	<b>\$4,773,915</b>

**Amend/Adjust Project**

Lead Agency **KDOT**

WAMPO I.D. INT-19-04

KDOT Project I.D. 087 KA5554-01

Last TIP Action 21-03.1

Project Title **K-254 at Rock Road**

Project Limits **K-254 at Rock Road**

Project Scope **Construct EB right turn lane and WB right turn taper on K-254**

Primary Mode **Safety**

Bike/ped component?

Partially or Fully in: **Butler County**  **Sedgwick County**  **Sumner County**

Administrative Contact

Engineering Contact

Rene Hart

Scott King

KDOT

KDOT

(785)296-8593

(785)296-3901

rene.hart@ks.gov

scott.king@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2021	State			\$28,529	\$57,058	\$28,529	\$0	\$0	\$0	\$0	\$0	\$114,116
2022	State			\$0	\$0	\$0	\$570,583	\$57,058	\$0	\$0	\$0	\$627,641
Total (using AC, not ACCP)				\$28,529	\$57,058	\$28,529	\$570,583	\$57,058	\$0	\$0	\$0	<b>\$741,757</b>
Total (using ACCP, not AC)				\$28,529	\$57,058	\$28,529	\$570,583	\$57,058	\$0	\$0	\$0	<b>\$741,757</b>

**Amend/Adjust Project**

Lead Agency KDOT

WAMPO I.D. S-19-06

KDOT Project I.D. 087 KA5606-02

Last TIP Action 21-03.1

Project Title Guardrail Upgrades on K-96 in Sedgwick County

Project Limits K-96:Beginning at the I-135/K-96 junction east to the end of the hot mix asphalt located east of Webb Road

Project Scope Guardrail Upgrades

Primary Mode Safety

Bike/ped component?

Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Engineering Contact

Rene Hart

Jeff Sims

KDOT

KDOT

(785)296-8593

(785)296-3901

rene.hart@ks.gov

jeff.sims@ks.gov

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2020	Federal: HSIP			\$0	\$138,141	\$0	\$0	\$0	\$0	\$0	\$0	\$138,141
2021	Federal: HSIP			\$0	\$0	\$0	\$2,762,823	\$138,141	\$0	\$0	\$0	\$2,900,964
		Total (using AC, not ACCP)		\$0	\$138,141	\$0	\$2,762,823	\$138,141	\$0	\$0	\$0	\$3,039,105
		Total (using ACCP, not AC)		\$0	\$138,141	\$0	\$2,762,823	\$138,141	\$0	\$0	\$0	\$3,039,105

**Amend/Adjust Project**

Lead Agency WAMPO

WAMPO I.D. 40-514

KDOT Project I.D.

Last TIP Action 21-03.1

Project Title WAMPO Travel Demand Model Update

Project Limits WAMPO region

Project Scope Update WAMPO Travel Demand Model, with complete model calibration and validation.

Primary Mode Planning & Outreach Bike/ped component?  Partially or Fully in: Butler County  Sedgwick County  Sumner County

Administrative Contact

Nick Flanders  
WAMPO  
(316)779-1318  
nicholas.flanders@wampo.org

Engineering Contact

Nick Flanders  
WAMPO  
(316)779-1318  
nicholas.flanders@wampo.org

FFY	Fund Type	AC/ACCP	AC Fund Source	UT	PE	ROW	CON	CE	IMP	CAP	OP	Total
2022	Federal: MPO-CMAQ			\$0	\$0	\$0	\$0	\$0	\$1,363,100	\$0	\$0	\$1,363,100
2022	Local			\$0	\$0	\$0	\$0	\$0	\$340,775	\$0	\$0	\$340,775
Total (using AC, not ACCP)				\$0	\$0	\$0	\$0	\$0	\$1,703,875	\$0	\$0	<b>\$1,703,875</b>
Total (using ACCP, not AC)				\$0	\$0	\$0	\$0	\$0	\$1,703,875	\$0	\$0	<b>\$1,703,875</b>



## Background

- The RFP requested bids for a three year contract to try to ensure continuity in audit practices and in findings.
- Two Consulting firms sent their bids in response to the RFP
- Audit Selection Committee made a recommendation to select ‘BKD CPAs and Advisors’ of Wichita
- WAMPO staff coordinated this recommended selection with KDOT staff, as well as WAMPO attorney Kelly Rundell.

## Considerations

### Fiscal/Budget & Schedule Considerations

The amount paid under this agreement, for planned annual audit services and expenses detailed in this Agreement, will not exceed \$85,835.00, with no individual year or audit to exceed the following:

For Years Ending December 31	2021	2022	2023
Financial Statement Audit	\$22,250	\$23,140	\$24,070
Single Audit (Uniform Guidance)	\$5,250	\$5,450	\$5,675
Total	\$27,500	\$28,590	\$29,745

- The timeline to complete each audit is as follows:

Task	Completion
Planning and Preliminary Report Preparation	December of Audited Fiscal Year
Fieldwork, Substantive Testing, Single Audit & Further Audit Procedures	January following the Audited Fiscal Year
Issue Audit, Issue Management Letter and Presentation of Audit Findings	March following the Audited Fiscal Year. Final presentations to TPB in April

### Legal Considerations:

- The RFP followed accepted guidelines and falls within accepted legal standards

### Policy Considerations:

- An annual audit falls within best practices to ensure compliance with accepted accounting and reporting standards.

## Recommendations:

- Staff recommends the TPB approve the consultant contract, as proposed, and authorize necessary signatures.

## Attachment(s)

- [Copy of agreement by and between WAMPO and ‘BKD CPAs and Advisors’](#)

## AGREEMENT FOR PROFESSIONAL SERVICES

### Financial & Single Audit Services

**THIS AGREEMENT** made and entered into this 10<sup>th</sup> day of August, 2021 by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as “Client”), and BKD CPAs and Advisors, (hereinafter referred to as “Auditor”).

**WHEREAS**, the Client desires to contract for services to audit the financial statements of the Client, for fiscal years ending December 31, 2021, December 31, 2022 and December 31, 2023, in accordance with the Audits of State and Local Governments and Non-Profit Organizations (OMB A-133) and any supplemental directives;

**WHEREAS**, the Client has publicly solicited proposals for the same, and the Auditor has presented to the Client the best combination of services and price from among the vendors presenting proposals;

**WHEREAS**, the Auditor has the knowledge and experience to undertake these services on behalf of the Client; and

**WHEREAS**, the Client desires to retain the services of the Auditor to conduct audits and provide related reports.

#### **NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:**

##### **1) DESCRIPTION OF SERVICES**

The Auditor will provide all of the services and deliver all of the documents required to complete the project as outlined in the Scope of Services set forth in Exhibit A and as follows:

- A.** To make available all written materials, ledgers, reports, summaries, analyses and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this Agreement, subject to applicable law, professional standards, and Auditor’s internal policies and procedures.
- B.** To attend meetings with the Client and other local, state and federal agencies and organizations as necessitated by the Scope of Services as set forth in Exhibit A, which by this reference is incorporated and made a part of this Agreement.
- C.** To maintain complete records to support invoiced charges under this Agreement. All such records shall be maintained in accordance with generally accepted accounting practices for a minimum period of five (5) years after final payment is made under this Agreement and shall be identifiable and accessible to authorized representatives of the Client, the Kansas Department of Transportation (KDOT), and/or the United States Department of Transportation (US DOT) for inspection and audit in order to verify proper invoicing and payment hereunder.
- D.** To comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964.



**E.** To defend and save and hold the Client harmless against all suits, claims, damages,

judgments and losses asserted by a third party to the extent caused by negligent acts of the Auditor, its agents, servants, employees, or subcontractors occurring in the performance of its service under this Agreement.

- F. To be responsible for the professional and technical accuracies and the coordination of all written documents, ledgers, reports, summaries, analyses and/or other work or materials prepared by and/or furnished by the Auditor under this Agreement. In providing services under this Agreement, the Auditor shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of Auditor's profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Auditor further agrees that all other work or material furnished by the Auditor, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

## 2) PERFORMANCE OF SERVICES

The Auditor shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Auditor will provide requested services and delivered documents as agreed between the Client and the Auditor in Exhibit A.

## 3) PAYMENT FOR AUDIT SERVICES

Invoices shall provide a detailed description of services provided sufficient for the Client to determine that satisfactory performance of services has been completed by the Auditor. Invoices will be based on the pricing as set forth on Exhibit B, Fee Schedule, which by reference is incorporated and made part of this Agreement. Any reimbursable expenses shall be itemized, including suitable backup documentation, and identify the tasks to which they are associated. The Client reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the Auditor.

The Client will compensate the Auditor upon finding that costs are acceptable under the terms of the Agreement for services, materials and expenses specified in Exhibit A, Scope of Services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. The maximum cost not-to-exceed dollar amount for the compensation for planned annual audit services and expenses detailed in this Agreement is \$85,835.00, as set forth in Exhibit B, Fee Schedule, which by this reference is incorporated and made a part of this Agreement. No compensation shall be paid to Auditor for any services and expenses detailed in this Agreement in excess of said maximum cost not-to-exceed dollar amount, including all work, services and expenses necessary to accomplish or implied as part of the services and expenses detailed in this Agreement.

While the timing of the provision of all services and delivery of all documents is partially subject to the discretion of Auditor in accordance with the Scope of Services set forth in Exhibit A, Client is hereby empowered to partially or fully withhold payment of any invoice upon the failure of Auditor to provide any service or deliver any document within the timelines identified in the Scope of Services or make satisfactory progress towards the same. The amount of any such withholding of payment by Client shall not exceed the amount of funds reasonably necessary to procure an alternate vendor to perform such service(s) and/or provide such document(s).

If the billed for work is satisfactory, the Client will compensate Auditor no later than forty-

five calendar days from receipt of any properly completed and undisputed invoice and upon finding that services and deliverables provided by the Auditor are acceptable under the terms of the Agreement. In the event, there is an unpaid balance of such proper and undisputed invoice after 45 days, Auditor may charge interest at a rate not to exceed 10 percent per annum.

Upon receipt of each payment, the Auditor shall (1) within ten (10) calendar days pay any sub-consultant or subcontractor engaged by it for satisfactory performance of their contract obligations and (2) within fifteen (15) calendar days submit a completed "Prompt Payment by Prime Consultant" Form together with supporting documentation to Client as verification that Auditor has, in fact, promptly paid each sub-consultant or subcontractor. For any delay or postponement of payments to its sub-consultants or subcontractors hereunder, Auditor shall justify the delay or postponement by showing good cause for it, or rectify the failure to pay. If Auditor, within fifteen (15) day period specified in (2) above, either (a) cannot verify prompt payment or (b) cannot show good cause for any delay or postponement of payment, then Client may withhold further payment to Auditor until such time the delay in payment is rectified.

Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement must be submitted to the Client by no later than 30 days after the end of the contract term. Any lodging expenses must comply with the current KDOT travel requirements.

#### **4) PAYMENT FOR OTHER SERVICES**

If Client elects to retain Auditor to perform or incur services and expenses that are in addition to those detailed in this Agreement and which are not necessary to accomplish or implied as part of the Financial Statement Audit and Single Audit detailed in this Agreement, the reimbursement for the professional services required will be at the hourly rate as set forth in Exhibit B, Fee Schedule. Auditor shall provide invoices with a detailed description of services provided sufficient for the Client to determine that satisfactory performance of services has been completed by the Auditor. Any reimbursable expenses shall be itemized, including suitable backup documentation, and identify the task(s) to which they are associated. The Client reserves the right to request additional detail as reasonably necessary to determine that satisfactory performance of services has been completed by the Auditor.

If the billed for work is satisfactory, the Client will compensate Auditor no later than forty-five calendar days from receipt of any properly completed and undisputed invoice and upon finding that services and deliverables provided by the Auditor are acceptable under the terms of the Agreement. In the event, there is an unpaid balance of such proper and undisputed invoice after 45 days, Auditor may charge interest at a rate not to exceed 10 percent per annum.

#### **5) REPORTING REQUIREMENTS**

The Auditor shall submit progress reports along with each invoice, describing the Services completed, tasks accomplished, and progress made during the previous time period.

#### **6) CASH BASIS AND BUDGET LAWS**

The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws

of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

**7) INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, the Auditor agrees to fully indemnify, defend, and hold harmless the Client and their officers, employees, and volunteers from loss, damage or liability asserted by a third party to the extent caused by the negligent act or omission or willful misconduct of the Auditor, its officers, employees, independent contractors, or representatives in the performance of this Agreement. The Client agrees to indemnify and hold harmless the Auditor from and against any and all losses, liability, causes of action, costs, expenses, fines, penalties, charges or liabilities asserted by a third party against the Auditor as a result of the negligence of the Client in performing its obligations hereunder. Neither the Client nor the Auditor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**8) TERM/TERMINATION**

This Agreement shall run from the effective date of this Agreement through April 30, 2024.

The Client and the Auditor each respectively reserve the right to terminate this Agreement at any time without cause by giving the other not less than thirty (30) days written notice of termination. Unless, with respect to a termination by the Client, the termination is a result of a lack of funding to the Client for this project, in which case no prior notice of termination is required. The Client shall notify the Auditor on the same day that it becomes aware of such lack of funding. Upon receipt of a notice of termination the Auditor shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Auditor will be entitled to compensation for actual work performed in compliance with the terms of this Agreement and its attachments up to the date of termination, except that upon the receipt of written notice of termination Auditor's work under this Agreement shall be limited to only those tasks which are specifically assigned in any notice of termination issued by the Client and those tasks which are necessary to effect the immediate discontinuance of Auditor's work under this Agreement without harm to Client and prepare all data and documents for transfer to the Client and/or another consultant auditor the Client's choosing. Any invoice for completed work or termination claim must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, and contingent upon full payment in accordance with this Agreement, such information prepared by the Auditor to carry out this Agreement, including data, written materials, studies, surveys, records, drawings, maps and reports shall, at the option of the Client may be delivered to the Client in accordance with applicable law, professional standards, and Auditor's internal policies and procedures. For the avoidance of any doubt, Auditor shall retain ownership of its working papers. All electronic data must be turnedover to Client in a commercially-common file format dictated by Client that is usable by and importable to commercially-available software. The Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

The termination of this Agreement shall not affect any liability or obligation of the Client or the Auditor under this Agreement that accrued prior to, or as a result of, the termination, including, without limitation, any liability arising from any breach of this Agreement. The termination of this Agreement shall also not affect any provisions of this Agreement that state that they survive the termination of this Agreement or that contemplate performance by or continuing obligations of the Client or the Auditor following termination. Nevertheless,

WAMPO – BKD CPAs & Advisors.  
Financial and Single Audit Services

termination of this Agreement without cause (which is sometimes referred to as a termination for convenience) by either party to this Agreement shall not operate to create any liability on behalf of either party beyond the termination procedures described in this numbered section 8).

**9) OWNERSHIP OF DELIVERABLES**

Contingent upon full payment in accordance with this Agreement, the Client shall retain ownership and all rights and privileges of any Deliverables. For the avoidance of any doubt, the Auditor shall retain all right, title, and interest in any working papers prepared under this engagement.

Contingent upon full payment in accordance with this Agreement, parties agree that any Deliverables shall be considered "works made for hire" under the Copyright Laws of the United States. All rights, title, ownership and interest in and to the Deliverables, including copyright thereto, shall vest in the Client. In the event that any Deliverable fails to meet the requirements for a "work made for hire" under the Copyright Laws of the United States, the Auditor hereby assigns to the Client all rights, title, ownership and interest in and to such Deliverable and all rights in and to the copyright therein throughout the world. The Auditor agrees that it will execute any reasonable assignments or documents of title as may be reasonably requested by the Client at any time within two years of the Commencement Date in order to perfect and preserve the Client's title to, and ownership of, all or any part of the Deliverables and all rights therein throughout the world.

The Client shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use any Deliverables and to authorize others to do the same only to the extent, if any, and as may be required by federal government funding mandates.

**10) PROPRIETARY MATERIALS**

Contingent upon full payment in accordance with this Agreement, upon the successful completion of Agreement, all data provided by the Client, and any new data collected or developed by the Auditor under this Agreement will be transferred to the Client, subject to applicable law, professional standards, and the Auditor's internal policies and procedures. All electronic data must be turned over to Client in a commercially-common file format dictated by Client that is usable by and importable to commercially-available software. The Auditor agrees to not keep copies of the provided, collected or developed data after the successful completion of the Agreement for any other use, or transfer data to any other party without the written approval from the Client.

**11) INDEPENDENT CONSULTANT**

The Auditor will act as an independent contractor in the performance of the Services under this Agreement. Accordingly, the Auditor shall be responsible for payment of all required business license fees and all taxes including Federal, State and local taxes arising from the Auditor's activities under the terms of this Agreement.

**12) CONFLICT OF INTEREST**

The Auditor represents that it presently has no personal or pecuniary interest and shall not acquire such interest, directly or indirectly, which could conflict in any material manner with the performance of Services under this Agreement, including the submission of impartial reports and recommendations.

**13) ENTIRE AGREEMENT**

This Agreement, along with any subsequent engagement letters signed by the Client and any exhibits hereto, shall constitute the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement and any engagement letters signed by the Client supersede any prior written or oral agreement between the parties pertaining to the same subject matter.

**14) AMENDMENT**

This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Auditor.

**15) SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.

**16) NO WAIVER OF CONTRACTUAL RIGHTS**

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**17) APPLICABLE LAW**

This Agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All Services performed under this Agreement shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the requirements of 49 CFR 18 and 48 CFR 31.2 (cost eligibility reimbursement). All provisions which are required to be included in this Agreement by state or federal law or regulation which are not explicitly set forth in the body of this Agreement are hereby incorporated into this Agreement as if fully set forth herein. This Agreement shall further be governed by the laws of the State of Kansas. Venue shall lie in the Sedgwick County District Court and/or the United States District Court for the District of Kansas.

**18) CONTRACTUAL PROVISIONS ATTACHMENTS**

The terms and conditions of the Request for Proposal/Bid and the Auditor's response thereto, unless specifically modified herein, as well as all other exhibits, labeled Exhibit A through Exhibit F, to this Agreement are incorporated herein and are effective on all parties hereto. Auditor specifically agrees to comply with all of the terms, provisions, requirements, duties and responsibilities delineated in said attached Exhibits A through F as if each Exhibit was fully set forth in the body of this Agreement, and a failure of Auditor to so comply shall be considered a breach of this Agreement. Likewise, any failure of Client to comply with any of the terms, provisions, requirements, duties, and responsibilities delineated in this Agreement or Exhibits A-F shall be considered a breach of this Agreement.

- Exhibit A - Scope of Services
- Exhibit B – Fee Schedule
- Exhibit C - KDOT Special Attachment No. 1 – Title VI Assurance
- Exhibit D - Contractual Provisions Attachment (KDOT Form DA-146a)
- Exhibit E - KDOT's Hotel and Per Diem Reimbursement Policy

- Exhibit F - Engagement Letter dated \_\_\_\_\_ and each subsequent Engagement Letter signed by the Client


**19) NOTICES**

All notices required or permitted under this Agreement shall be in writing, and addressed as follows:

For the Client: Chad Parasa  
WAMPO  
271 W. 3<sup>rd</sup> St., Suite 208  
Wichita, Kansas 67202

For the Auditor: Michael C. Gerber, CPA  
BKD CPAs & Advisors  
1551 N. Waterfront Parkway, Suite 300  
Wichita, KD 6206-6601

Approved as to form:

  
\_\_\_\_\_  
Kelly J. Rundell  
Hite, Fanning & Honeyman, L.L.P.  
Attorney for WAMPO

7/28/2021  
Date

WICHITA AREA METROPOLITAN PLANNING ORGANIZATOIN

\_\_\_\_\_  
David Dennis  
Transportation Policy Body Chairperson


\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Chad Parasa  
WAMPO Secretary

\_\_\_\_\_  
Date

BKD CPAs & Advisors

  
\_\_\_\_\_  
Michael C. Gerber, CPA  
Partner

7-26-2021  
Date



## EXHIBIT A

### SCOPE OF SERVICES

BKD CPAs & Advisors will provide financial and single audit services for the fiscal years ending December 31, 2021, December 31, 2022 and December 31, 2023. The scope of services include, but may not be limited to:

- For each fiscal year, perform a single audit be conducted in accordance with Audits of State and Local Governments and Non-Profit Organizations (OMB Circular A-133) and any supplemental directives with reports provided accordingly. The audit must be conducted simultaneously to the audit of the organization's financial statements.
- The timeline to complete each audit is as follows:

Task	Completion
Planning and Preliminary Report Preparation	December of Audited Fiscal Year
Fieldwork, Substantive Testing, Single Audit & Further Audit Procedures	January following the Audited Fiscal Year
Issue Audit, Issue Management Letter and Presentation of Audit Findings	March following the Audited Fiscal Year

- Issue a report on internal control over financial reporting, compliance and other matters based on the audit of the financial statements in accordance with Government Auditing Standards.
- Assist in complying with reporting requirements considered and/or mandated by GASB and assist with planning and implementation of new GASB Statements, including training on new reporting requirements or auditing standards.
- Respond to reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance, consistent with prevailing Statements of Auditing Standards.

**EXHIBIT B**

**FEE SCHEDULE**

The amount paid under this agreement, for planned annual audit services and expenses detailed in this Agreement, will not exceed \$85,835.00, with no individual year or audit to exceed the following:

For Years Ending December 31	2021	2022	2023
Financial Statement Audit	\$22,250	\$23,140	\$24,070
Single Audit (Uniform Guidance)	\$5,250	\$5,450	\$5,675
Total	\$27,500	\$28,590	\$29,745

The fees for the Financial Statement Audit and the Single Audit are all-inclusive and include travel costs, copies, postage, delivery charges, supplies, technology-related costs, such a computer processing software licensing, research and library databases, and similar expense items.

In the event that Client requests and the Auditor provides additional work, such as a restatement of the previously audited financial statements, consultation on financial matters and special audits, such work will be provided at the following rates:

Staff Levels:	Hourly rate:
Partner, Managing Director	\$320-\$420
Director, Senior Manager	\$220-\$320
Manager, Senior Associate II, Senior Associate, Associate	\$100-\$220

The actual fees billed in each year will not exceed the above fees unless the scope of the engagement is changed, the assistance which Client has agreed to furnish is not provided, or unexpected conditions, including difficulty in obtaining records necessary to conduct the engagement, is encountered. No changes will be made in the maximum agreed to amount without a written agreement by the parties to this agreement

July 22, 2021

Mr. Chad Parasa  
Wichita Area Metropolitan Planning Organization  
271 West 3<sup>rd</sup> Street, Suite 208  
Wichita, Kansas 67202

We appreciate your selection of **BKD, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you **Unmatched Client Service**<sup>®</sup>.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

### **Summary Scope of Services**

As described in the attached **Scope of Services**, our services will include the following:

- Wichita Area Metropolitan Planning Organization
- Audit Services for the year ended December 31, 2021

### **Engagement Fees**

The fee for our services will be \$27,500.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will bill for services rendered in monthly amounts beginning two weeks before fieldwork.

### **Additional Costs Related to Implementing New Standards**

Assistance and additional time as a result of the adoption of new standards, such as those listed in the attached **New Auditing and Accounting Standards**, are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

**Contract Agreement**

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

**BKD, LLP**

*BKD, LLP*

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services and Terms and Conditions Addendum**, on behalf of Wichita Area Metropolitan Planning Organization.

BY \_\_\_\_\_  
Mr. Chad Parasa, Director

DATE \_\_\_\_\_

## Scope of Services

The following apply for all services:

**Assistance** Our timely completion of services depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in untimely filings or inability to meet other deadlines.

**Responsibility for Outcomes** We may perform additional services for you that are not covered by this contract. You agree to assume full responsibility for the substantive outcomes of the contracted services and for any other services we may provide, including any findings that may result.

You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. All decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions.

We understand you have designated (or will) a management-level individual to be responsible and accountable for overseeing the performance of these services, and you have determined (or will) this individual is qualified to conduct such oversight.

**Additional Costs Related to COVID-19** Our fees do not consider additional efforts driven by the SARS-CoV-2 virus and the related COVID-19 (COVID-19) environment. Complexities and uncertainties related to various provisions of new laws and the continued issuance of interpretative and procedural guidance from federal agencies may affect our services. Fees related to COVID-19 activities will be billed based on time expended. Additional efforts or services may include:

- Accounting and auditing issues such as: going concern, collectability of receivables, modification of lease terms, additional major programs subject to Single Audit, etc.

**Audit Services**

We will audit the basic financial statements and related notes to the basic financial statements for the following entity with the objective of expressing an opinion on the financial statements; issuing a report on your compliance based on the audit of your financial statements; issuing a report on your internal control over financial reporting based on the audit of your financial statements; expressing an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* that are applicable to each of your major federal award programs; issuing a report on your internal control over compliance based on the audit of your compliance with the types of compliance requirements that are applicable to each of your major federal award programs; and issuing a report on your schedule of expenditures of federal awards:

Wichita Area Metropolitan Planning Organization as of and for the year ended December 31, 2021

We will also express an opinion on whether the Schedule of Revenues, Expenditures, and Changes in Fund Balance – Budget and Actual (Budget Basis): WAMPO Fund, Schedule of Findings and Questioned Costs, Summary Schedule of Prior Audit Findings, Schedule of Expenditures of Federal Awards and Notes to Schedule of Expenditures of Federal Awards (“supplementary information”) are fairly stated, in all material respects, in relation to the financial statements as a whole.

We will also provide you with the following nonattest services:

- We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification
- Preparing a draft of the financial statements and related notes
- We will propose for your review and approval the adjusting entries to convert your cash-basis accounting records to accrual-basis accounting records. Management is responsible for the propriety of the accrual adjustments
- Preparing a draft of the supplementary information, including the schedule of expenditures of federal awards

Michael Gerber, partner, will oversee and coordinate the engagement. Teresa Seymour, senior manager, is responsible for supervising the engagement team and authorizing the signing of reports.

We will issue a written report upon completion of our audit, addressed to the following parties:

<b>Entity Name</b>	<b>Party Name</b>
Wichita Area Metropolitan Planning Organization	Governing Board

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

**Our  
Responsibilities**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we plan and perform the audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error, and the audit of compliance with the types of compliance requirements described in the *OMB Compliance Supplement* applicable to each major federal award program to obtain reasonable rather than absolute assurance about whether noncompliance having a direct and material effect on a major federal award program occurred.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

**Limitations &  
Fraud**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance having a direct and material effect may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

In making our risk assessments, we consider internal control relevant to your preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and **BKD, LLP**.

**Opinion**

We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other matter paragraph(s), or withdraw from the engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

**Your Responsibilities**

Management and, if applicable, those charged with governance acknowledge and understand their responsibility for the following:

- For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America
- For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
- For identifying and ensuring compliance with the laws, regulations, contracts, and grants applicable to your activities (including your federal award programs)
- To provide us with:
  - Access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters
  - Additional information that we may request for the purpose of the audit
  - Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements or fully meet other reasonable user needs.

**Written Confirmations Required**

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole



**Peer Review Report**

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our most recent peer review report accompanies this contract.

**Supplementary Information**

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

**Implementation of New Standards**

Unless indicated in our contract, our services and related fees do not include substantive assistance beyond routine advice related to the adoption of new accounting and reporting standards. Should you require assistance, we will bill you at our standard hourly rates.

**Assistance with Application of Standards**

Transactions or changes in business may require you to apply existing standards differently each year, such as when business operations create new revenue streams, operations are discontinued, liquidity or operational challenges are encountered, business combinations are executed, etc. We welcome your questions throughout the year and are happy to provide general guidance and routine support; however, our engagement does not include substantive effort to assist you with applying standards to these circumstances, unless otherwise indicated in the contract.

## New Auditing and Accounting Standards

### Fiduciary Activities

Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*, is effective for fiscal years beginning after December 15, 2020, with retrospective application in the year the update is first applied. The Statement is expected to significantly change how entities evaluate and report fiduciary activities.

### Leases

Governmental Accounting Standards Board Statement No. 87, *Leases*, is effective for fiscal years beginning after June 15, 2021. Early application is encouraged.

Statement No. 87 establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources. We can assist you with the adoption by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 87, including:
  - Assisting with information gathering to develop an inventory of all lease agreements, service contracts, and other arrangements that may contain right-to-use lease assets
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 87
  - Documenting any changes from your previous lease recognition and reporting methods
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

## BKD, LLP Terms and Conditions Addendum

### GENERAL

1. **Overview.** This addendum describes **BKD, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and **BKD, LLP**. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to **BKD, LLP** ("BKD"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services.

### BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Interest will be charged on any unpaid balance after 45 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent.

We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.
4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay BKD for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of four (4) percent to cover items such as copies, postage and other delivery charges, supplies, technology-related costs such as software licensing, user access, and research tools, and similar expense items.

### DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. Unless the parties agree otherwise, the American Arbitration Association ("AAA") will administer any such mediation in accordance with its Commercial Mediation Rules. The mediator will be selected by agreement of the parties. If We cannot agree, a mediator shall be designated by the AAA. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.
6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold BKD harmless from any and all claims which arise from knowing misrepresentations to BKD, or the intentional withholding or concealment of information from BKD by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify BKD for any claims made against BKD by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.
7. **Statute of Limitations.** You agree that any claim or legal action arising out of or related to this contract and the services provided hereunder shall be commenced no more than one (1) year from the date of delivery of the work product to You or the termination of the services described herein (whichever is earlier), regardless of any statute of limitations prescribing a longer period of time for commencing such a claim under law. This time limitation shall apply regardless of whether BKD performs other or subsequent services for You. A claim is understood to be a demand for money or services, demand for mediation, or the service of suit based on a breach of this contract or the acts or omissions of BKD in performing the services provided herein. This provision shall not apply if enforcement is disallowed by applicable law or professional standards.
8. **Limitation of Liability.** You agree that BKD's liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of BKD or if enforcement of this provision is disallowed by applicable law or professional standards.
9. **Waiver of Certain Damages.** In no event shall BKD be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.
10. **Severability.** If any portion of this contract is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this contract.

11. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.
12. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice.

#### RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

13. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that BKD has no responsibility to maintain this information. You agree You will not rely on BKD to provide hosting, electronic security, or backup services, e.g., business continuity or disaster recovery services, to You unless separately engaged to do so. You understand that Your access to data, records, and information from BKD's servers, i.e., BKDconnect, can be terminated at any time and You will not rely on using this to host Your data and records.
14. **BKD Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, BKD will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information. In addition, You agree to compensate or reimburse BKD for all costs and expenses, including reasonable attorney's fees, associated with BKD's compliance with requests or demands for its workpapers or other information related to this engagement, and for any testimony required by summons or subpoena.
15. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us for internal use or for distribution to third parties. You also understand that We may on occasion send You documents marked as draft and understand that those are for Your review purpose only, should not be distributed in any way, and should be destroyed as soon as possible.

Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes and supplementary information, as appropriate) are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

16. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your

agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

#### REGULATORY

17. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.
18. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "BKD, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. BKD, LLP also has not performed any procedures relating to this offering document."

19. **BKD Not a Municipal Advisor.** BKD is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, BKD is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by BKD.

#### TECHNOLOGY

20. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site. You recognize that We have no responsibility to review information contained in electronic sites.
21. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same

force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in “portable document format” (“.pdf”) or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

22. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to Our use of these electronic devices and applications during this engagement.

#### OTHER MATTERS

23. **Third-Party Service Providers.** BKD may from time to time utilize third-party service providers, e.g., domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. BKD maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, BKD will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to BKD sharing Your confidential information with the third-party service provider.
24. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint ventures, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You.
25. **Use of BKD Name.** Any time You intend to reference BKD’s firm name in any manner in any published materials, including on an electronic site, You agree to provide Us with draft materials for review and approval before publishing or posting such information.
26. **Praxity.** BKD is an independent accounting firm allowed to use the name “Praxity” in relation to its practice. BKD is not connected, however, by ownership with any other firm using the name “Praxity.” BKD will be solely responsible for all work carried out on Your behalf. In deciding to engage BKD, You acknowledge that We have not represented to You that any other firm using the name “Praxity” will in any way be responsible for Our work.

27. **BKD Status as LLP.** BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, for any debts, obligations, or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract, or otherwise.
28. **Entire Agreement.** The contract, including this *Terms and Conditions Addendum* and any other attachments or addenda, encompasses the entire agreement between You and BKD and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and BKD.
29. **Force Majeure.** We shall not be held responsible for any failure to fulfill Our obligations if such failure was caused by circumstances beyond Our control.

2021 TPB Representatives and Contact Information

VOTING MEMBERS & ALTERNATES	REPRESENTATIVES	REPRESENTATIVES	REPRESENTATIVES
City of Andover	*Troy Tabor, <b>TAC Chair</b> alt. Jennifer McCausland	ttabor@andoverks.com	jmccausland@andoverks.com
City of Bel Aire	Jim Benage, alt. Anne Stephens	jbenage@belaireks.gov	astephens@belaireks.gov
Butler County	*Dan Woydziak, <b>Ex Officio, Past Chair</b>	dwoydzia@bucoks.com	
City of Clearwater	Burt Ussery, alt. Ron Marsh	bussery@clearwaterks.org	rmarsh@clearwaterks.org
City of Derby	*Jack Hezlep, alt. Kathy Sexton	jhezlep@gmail.com	kathysexton@derbyweb.com
City of Goddard	Hunter Larkin, alt. Micah Scoggan	larkin@goddardks.gov	mccoggan@goddardks.gov
City of Haysville	*Bruce Armstrong, alt. William Black	barmstrong@haysville-ks.com	wblack@haysville-ks.com
Kansas Department of Transportation	Mike Moriarty, alt. Cory Davis	michael.moriarty@ks.gov	cory.davis@ks.gov
Kansas Department of Transportation	Brent Terstriep alt. Tom Hein	brent.terstriep@ks.gov	tom.hein@ks.gov
City of Kechi	John Speer, alt. Bob Conger	jspeer@kechiks.gov	
City of Maize	Donna Clasen, alt. Richard LaMunyon	dclasen@cityofmaize.org	rlamunyon@cityofmaize.org
City of Mulvane	Nancy Faber-Mottola, alt. Joel Pile	nmottola@mulvane.us	jpil@mulvane.us
City of Park City	Tom Jones, alt. Dana Walden	tjones@parkcityks.com	dwalden@parkcityks.com
City of Rose Hill	Gary Weaver, alt. Warren Porter	gweaver@cityofrosehill.com	wporter@cityofrosehill.com
Sedgwick County Association of Cities (SCAC)	Terry Sommers, alt. Vacant	tssomers1@gmail.com	
Sedgwick County	*David Dennis, <b>TPB Chair</b>	david.dennis@sedgwick.gov	
Sedgwick County	Jim Howell, alt. Tom Stolz	jim.howell@sedgwick.gov	thomas.stolz@sedgwick.gov
Sedgwick County	Pete Meitzner, alt. Tim Kaufman	pete.meitzner@sedgwick.gov	tim.kaufman@sedgwick.gov
Sedgwick County	Sarah Lopez, alt. Tania Cole	sarah.lopez@sedgwick.gov	tania.cole@sedgwick.gov
City of Valley Center	Ronald Colbert, alt. Brent Clark	frdmeagl@aol.com	bclark@valleycenterks.org
City of Wichita	Cindy Claycomb, alt. Vacant	cclaycomb@wichita.gov	
City of Wichita	Jared Cerullo, alt. Robert Layton	jcerullo@wichita.gov	rlayton@wichita.gov
City of Wichita	Bryan Frye, alt. Brandon Johnson	bfrye@wichita.gov	bjohnson@wichita.gov
City of Wichita	*Becky Tuttle, <b>TPB Vice Chair</b>	btuttle@wichita.gov	
NON-VOTING MEMBERS & ALTERNATES	REPRESENTATIVES	REPRESENTATIVES	REPRESENTATIVES
Federal Highway Administration	Rick Backlund, alt. Cecelie Cochran	richard.backlund@dot.gov	cecelie.cochran@dot.gov
Federal Transit Association	Eva Steinman, alt. Daniel Nguyen	eva.steinman@dot.gov	daniel.nguyen@dot.gov
WAMPO	Chad Parasa	chad.parasa@wampo.org	

\*denotes Executive Committee Members

Updated on 7/06/2021



## 2021 WAMPO Meeting Schedules



Meeting Location: 271 W. 3<sup>rd</sup> Street, Suite 203, Wichita, KS 67202 (OR Online)

<b>Transportation Policy Body</b>	<b>Transportation Advisory Committee</b>
<i>3:00 pm (unless otherwise stated)</i>	<i>10:00 am (unless otherwise stated)</i>
January 12, 2021	January 25, 2021
February 9, 2021	February 22, 2021
March 9, 2021	March 22, 2021
April 13, 2021	April 26, 2021
May 11, 2021	May 24, 2021
June 8, 2021	June 28, 2021
July 13, 2021	July 26, 2021
August 10, 2021	August 23, 2021
September 14, 2021	September 27, 2021
October 12, 2021	October 25, 2021
November 9, 2021	November 22, 2021
December 14, 2021	No December Meeting