

## COOPERATIVE AGREEMENT

### **Identifying the Continuing, Cooperative, and Comprehensive Transportation Planning Roles and Responsibilities for the Lawrence-Douglas County Metropolitan Planning Organization.**

This Cooperative Agreement, entered into and effective this 21 day of August, 2025, by and between the Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO), the Secretary of Transportation for the State of Kansas (KDOT), and the City of Lawrence (Lawrence Transit). This agreement identifies and documents the roles and responsibilities for each of the partners in the continuing, cooperative, and comprehensive metropolitan transportation planning and programming process. This agreement serves as the Metropolitan Planning Agreement outlined in United States Department of Transportation (USDOT) metropolitan planning regulations (currently 23 USC 450.314).

#### **Partners**

##### Kansas Department of Transportation

The Kansas Department of Transportation (KDOT) is a department within the State of Kansas established pursuant to Kansas Statutes.

##### Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO)

The Lawrence-Douglas County Metropolitan Planning Organization (L-DC MPO) is the designated Metropolitan Planning Organization (MPO) for the Lawrence, Kansas urbanized area and, as such, is responsible for regional coordination of federal transportation funds and regional transportation planning. L-DC MPO metropolitan planning area includes all of Douglas County, consisting of all unincorporated portions of the county and four incorporated municipalities.

##### City of Lawrence - Lawrence Transit

Lawrence Transit is a department of the City of Lawrence, Kansas and is responsible for providing general public transportation service and public paratransit service funded by the City of Lawrence with assistance from the Federal Transit Administration and the State of Kansas.

#### **MPO Governance/Structure**

Per the Redesignation Agreement dated March 11, 2025, L-DC MPO is governed by a Policy Board comprised of seven (7) voting members and four (4) non-voting members. L-DC MPO Policy Board Bylaws further describe the membership and operating procedures of the Policy Board. The annually approved Unified Planning Work Program (UPWP) is used to clarify how L-DC MPO and its staff are to operate from year to year.

The Technical Advisory Committee (TAC) for L-DC MPO is a permanent advisory committee and provides recommendations to the Policy Board on significant transportation issues,

programs, and projects. TAC Bylaws outline membership and operating procedures of the committee. TAC Bylaw changes must be approved both by TAC and the L-DC Policy Board.

### **Planning Process and Responsibilities**

#### Unified Planning Work Program (UPWP) Development and Consolidated Planning Grant (CPG)

Management – A UPWP is prepared annually that describes the MPO planning activities to be conducted in the region. The UPWP serves three distinct functions:

- (1) Describes the transportation planning activities of regional scope regardless of the funding source that the parties to this agreement undertake;
- (2) Serves as the scope of services and documents the proposed expenditures of Public Law 108-310 (PL) and 5303 funds awarded by KDOT to L-DC MPO as a Consolidated Planning Grant; and
- (3) Provides a management tool for the planning partners in scheduling major transportation planning activities, milestones, and products.

### **Annual CPG Agreement**

L-DC MPO and KDOT will annually develop and execute a CPG agreement identifying federal transportation funds attributable to L-DC MPO and identifying the conditions of acceptance for these funds.

- a. **L-DC MPO Responsibility** – L-DC MPO will cooperate with the other planning partners in the development of the UPWP. L-DC MPO will develop and maintain a UPWP development schedule including a meeting of the planning partners to discuss regional planning issues and priorities for the upcoming year. L-DC MPO will prepare a written draft UPWP for review by the other parties to this agreement. The final UPWP, as approved by L-DC MPO Policy Board, will be published online and shared with the planning partners. L-DC MPO will prepare and submit to KDOT quarterly progress and billing reports detailing activities conducted that quarter for the various UPWP work tasks.
- b. **KDOT Responsibility** – KDOT will cooperate with the other parties to this agreement in the development of the UPWP and will use the UPWP as the basis for their individual Consolidated Planning Grant (CPG) agreement with L-DC MPO. KDOT will provide task/budget/schedule information to be included in the UPWP for any planning activities it will undertake in L-DC MPO metropolitan planning area during the year and will provide updates of KDOT work task progress to be included in the quarterly progress reports. After approving it, KDOT will submit the UPWP to USDOT for approval. KDOT Will make payments of federal funds according to the terms of the CPG and LPA agreements.
- c. **Lawrence Transit Responsibility** – The City of Lawrence will cooperate with the other parties to this agreement in the development of the UPWP, including the

provision of task/budget/schedule information to be included in the document. The City of Lawrence will provide quarterly updates of task progress to be included in the quarterly progress reports to KDOT.

### **Metropolitan Transportation Plan (MTP) Development and Maintenance**

One of the primary products of L-DC MPO regional transportation planning process is the creation and maintenance of MTP. MTP includes long and short-range strategies/actions that lead to the development of an integrated, multi-modal transportation system to facilitate the safe and efficient movement of people and goods in addressing current and future transportation demand. The plan notes recent transportation investments in the region and identifies projected investments to be implemented during the planning period covered by MTP. MTP is updated according to intervals set in federal regulations (currently every 5 years for attainment areas according to 23 USC 450.322) but may be amended more frequently, as appropriate. MTP includes coordinated financial planning and travel demand model. Financial plans and estimates of revenue are to be prepared cooperatively between the parties in this agreement.

- a. **L-DC MPO Responsibility** – L-DC MPO will establish a schedule to ensure that each update of the plan is completed by the established federal deadline. L-DC MPO will monitor plans, studies, and other activities in the region that might warrant intermediate amendments to MTP. L-DC MPO will lead the development of MTP in cooperation with the other parties to this agreement including coordination on development of financial projections and travel demand modeling development.
- b. **KDOT Responsibility** – KDOT will coordinate the statewide long-range transportation plan with MTP. KDOT will include L-DC MPO in its local consultation process. KDOT will monitor internal plans, studies and other activities to identify potential MTP amendments and inform the other planning partners accordingly. KDOT will cooperate with the other parties to this agreement in the development of MTP.
- c. **Lawrence Transit Responsibility** – The City of Lawrence will integrate the region's metropolitan planning efforts with their agency planning efforts for future transit operations and capital investments. The City of Lawrence will monitor internal plans, studies, and other activities to identify potential MTP amendments and inform the other planning partners accordingly. The City of Lawrence will cooperate with the other parties to this agreement in the development of MTP.

### **Transportation Improvement Program (TIP) Development and Maintenance**

TIP identifies specific investments to be implemented during the short term and serves to commit funds to specific projects. TIP is updated according to intervals set in federal regulations (currently every four years), and may be amended more frequently, as appropriate. Development of TIP is outlined in USDOT regulations (23 USC 450.324). TIP is part of the Statewide Transportation Improvement Program (STIP). As such, any new TIP or

TIP amendment must be approved by KDOT. TIP includes financial plans and estimates of revenue that are prepared cooperatively between the parties in this agreement.

- a. **L-DC MPO Responsibility** – L-DC MPO will lead the development of TIP, and subsequent amendments, in cooperation with the planning partners. They will establish policies and procedures for the development and maintenance of TIP. L-DC MPO will maintain TIP as a web/database product that reflects project level details consistent with L-DC MPO policies and federal regulations.
- b. **KDOT Responsibility** – KDOT will cooperate with the other parties in this agreement in the development of TIP and TIP amendments. KDOT will conduct project selection activities for its projects in consultation with the other planning process partners. KDOT will submit/update project level data such that TIP can reflect project details consistent with L-DC MPO policies and federal regulations. KDOT will consider for approval all TIP and TIP amendments approved and submitted by L-DC MPO and, if approved, incorporate them into STIP such that STIP reflects and is consistent with the L-DC TIP. KDOT will process new TIP approvals and TIP amendments and submit them to the USDOT in a timely manner for USDOT approval.
- c. **Lawrence Transit Responsibility** – The City of Lawrence will cooperate with the other parties in this agreement in the development of TIP or TIP amendment. The City of Lawrence will conduct project selection activities in consultation with other planning process partners. The City of Lawrence will submit/update project level data such that TIP can reflect project details consistent with L-DC MPO policies and federal regulations.

### **Annual Listing of Obligated Projects (ALOP)**

One of the aspects of public accountability assigned to the metropolitan transportation planning process is an annual listing of the federal funds obligated to projects (ALOP) in the preceding federal fiscal year (October 1 - September 30). The most recent listings are included in the Transportation Improvement Program (TIP) to confirm the obligation of federal funds to projects currently and previously listed in TIP.

- a. **L-DC MPO Responsibility** – L-DC MPO will lead the development of the ALOP in cooperation with the other planning partners. L-DC MPO will compile information from the other planning partners, federal agencies, and others as appropriate, in order to complete the initial listing of projects. Once completed, L-DC MPO will publish the listing electronically.
- b. **KDOT Responsibility** – KDOT will provide information regarding any federally funded projects it administered within L-DC MPO planning area, which have received fund obligations during the previous year. KDOT will establish internal procedures to routinely provide information each year.

- c. **Lawrence Transit Responsibility** – The City of Lawrence will provide information regarding any federally funded projects which have had fund obligations during the previous year. The City of Lawrence will establish internal procedures to ensure the information is routinely provided each year.

### Performance-Based Planning and Decision Making

The metropolitan planning process is to establish and use a performance-based approach to transportation decision-making to support national, state, and regional goals for the transportation system.

### System Performance and Freight Data

- a. **L-DC MPO Responsibility:** L-DC MPO will provide KDOT recommendations for updates to the functional classification of non-state system roadways (which may change the extent of the NHS) on an as needed basis. L-DC MPO will provide KDOT with draft MPO targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process when draft targets are submitted to TAC. L-DC MPO will provide KDOT with the final MPO targets for these performance measures upon adoption by L-DC MPO Policy Board.
- b. **KDOT Responsibility:** KDOT will provide L-DC MPO with its Highway Performance Monitoring System (HPMS) submission for L-DC MPO region at the same time that data is submitted to the Federal Highway Administration (FHWA). KDOT will provide L-DC MPO with the state targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process, within two weeks of KDOT's selection of new targets or any change to the targets.

### Pavement and Bridge

- a. **L-DC MPO Responsibility:** L-DC MPO will provide KDOT with draft MPO targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process when draft targets are submitted to TAC. L-DC MPO will provide KDOT with the final MPO targets for these performance measures upon adoption by L-DC MPO Policy Board.
- b. **KDOT Responsibility:** KDOT will compile pavement metrics for all NHS road segments in L-DC MPO region and provide this data to L-DC MPO at the same time the data is submitted to the FHWA as part of the HPMS submission. KDOT will compile bridge metrics for all bridges carrying the NHS and Non-NHS in L-DC MPO region and provide this data to L-DC MPO at the same time the data is submitted to the FHWA. KDOT will provide L-DC MPO with the state targets for these performance measures along with an explanation of the basis for these targets and performance data used

in the target setting decision process, within two weeks of KDOT's selection of new targets, or any change to the targets, to the FHWA.

### Safety

- a. **L-DC MPO Responsibility:** L-DC MPO will provide KDOT with draft MPO targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process when draft targets are submitted to TAC. L-DC MPO will provide KDOT with the final MPO targets for these performance measures upon adoption by L-DC MPO Policy Board.
- b. **KDOT Responsibility:** KDOT will provide L-DC MPO with crash data, including latitude and longitude information, for all crashes in Douglas County no later than July 31 of the year after the year the crash occurred. To support setting the initial targets KDOT will provide such data since 2000. KDOT will provide L-DC MPO with the state targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process, no later than when KDOT submits the targets, or any change to the targets, to the FHWA.

### Transit Asset Management (TAM) and Safety Targets

- a. **L-DC MPO Responsibility:** L-DC MPO will provide KDOT with draft MPO targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process when draft targets are submitted to TAC. L-DC MPO will provide KDOT with the final MPO targets for these performance measures upon adoption by L-DC MPO Policy Board.
- b. **KDOT Responsibility:** KDOT will provide L-DC MPO with data for the Transit Asset Management performance measures for all providers in L-DC MPO region, except Lawrence Transit, no later than when KDOT submits its targets to FTA. KDOT will provide L-DC MPO a copy of the state's Transit Asset Management group plan upon its initial publication and every time it is updated. KDOT will provide L-DC MPO with the state targets for these performance measures along with an explanation of the basis for these targets and any past performance data used in the target setting decision process, no later than when KDOT submits the targets, or any change to the targets, to FTA.
- c. **Lawrence Transit Responsibility:** Lawrence Transit will provide L-DC MPO with data annually for performance measure development. Lawrence Transit will coordinate with L-DC MPO to establish targets.

### Public Participation Plan

As part of the metropolitan transportation planning process, L-DC MPO is to develop and implement a Public Participation Plan (PPP). The purpose of the PPP is to define a process for providing community members, affected public agencies, representatives of public transportation employees, freight shippers, providers of freight transportation services,



private providers of transportation, representatives of users of public transportation, representatives of users of pedestrian walkways and bicycle transportation facilities, representatives of the disabled, and other interested parties with reasonable opportunities to be involved in the metropolitan transportation planning process. The PPP shall include procedures for employing visualization techniques and making public information available in electronically accessible formats and means.

- a. **L-DC MPO Responsibility:** L-DC MPO will cooperate with the other planning partners to develop and maintain the PPP for use in the metropolitan planning process. L-DC MPO will initiate periodic reviews of the effectiveness of the PPP strategies and may suggest updates to the Plan in cooperation with the other planning partners. L-DC MPO will follow the PPP in its planning and programming work so that the public is adequately and appropriately engaged in planning and project development activities in the region. Lawrence Transit relies on L-DC MPO's public participation process to satisfy its public participation requirements for their Program of Projects.
- b. **KDOT Responsibility:** KDOT will cooperate with the other planning partners to develop and maintain the PPP for use in the metropolitan planning process. KDOT will use strategies from the PPP as part of its planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region. KDOT recognizes projects completed within local jurisdictions often have additional notification requirements for studies and planning processes.
- c. **Lawrence Transit Responsibility:** Lawrence Transit will cooperate with the other planning partners to develop and maintain the PPP for use in the metropolitan planning process. Lawrence Transit will use strategies from the PPP as part of planning studies and project development activities so that the public is adequately and appropriately engaged in planning and project development activities in the region. Lawrence Transit relies on L-DC MPO's PPP to satisfy the Program of Projects (POP) requirements.

### Roadway Functional Classification System

Roadways are functionally classified according to federal guidelines to identify the role each facility plays in the overall transportation network, and to establish eligibility for using federal transportation funds. L-DC MPO and KDOT, working together cooperatively, will determine how all roadways within L-DC MPO planning area are functionally classified.

- a. **L-DC MPO Responsibility** – L-DC MPO will maintain the region's roadway functional classification system. L-DC MPO will coordinate changes to the functional classification system with local jurisdictions within L-DC MPO metropolitan planning area.

- b. **KDOT Responsibility** – KDOT will actively participate in each review of the region's roadway functional classification system, including cooperation with L-DC MPO in meeting state and federal guidelines. After KDOT approves any changes to the roadway functional classification system, KDOT will forward those changes to the Federal Highway Administration (FHWA) for final approval. KDOT will reflect the region's federally approved roadway functional classification system in their mapping products and statewide systems.

## Studies

Studies are occasionally conducted in the region to analyze transportation issues and functions, geographic subareas, or transportation corridors and bring further definition to proposed transportation investments in the region. Studies will likely result in changes to, or further definition of, MTP, and/or project level details that should be reflected in TIP.

- a. **L-DC MPO Responsibility** – L-DC MPO will identify special studies in the annually approved Unified Planning Work. L-DC MPO will ensure that the studies it leads reflect the broad policy framework articulated in the region's Metropolitan Transportation Plan. L-DC MPO will include planning partners in the studies it leads and will actively participate in studies conducted by the other partners in this agreement as well as other agencies in the MPA to the extent feasible. L-DC MPO will adhere to its approved Public Participation Plan (PPP) and ensure that a broad cross-section of community interests and the public are engaged in the studies that it leads. L-DC MPO will assist its staff and other planning partners with bringing conclusions of studies through L-DC MPO committee process to ensure conclusions are appropriately reflected in the Metropolitan Transportation Plan and/or the Transportation Improvement Program, as appropriate.
- b. **KDOT Responsibility** – KDOT will conduct studies, applicable to L-DC MPO, in a manner that is consistent with the broad policy framework in MTP. KDOT will include partners of the planning process in studies they lead and will actively participate in studies conducted by other partners of the planning process. KDOT will take steps to include a broad cross-section of community interests, and the general public is afforded the opportunity to participate in studies that they lead. KDOT will bring conclusions of its studies to L-DC MPO committees for review.
- c. **Lawrence Transit Responsibility** – The City of Lawrence will ensure that studies they lead reflect the broad policy framework articulated in the region's Metropolitan Transportation Plan. The City of Lawrence will include partners of the planning process in studies they lead and will actively participate in studies conducted by other partners of the planning process. The City of Lawrence will ensure that a broad cross-section of community interests and the general public are engaged in studies that they lead. The City of Lawrence will bring to the MPO committee process any conclusions of studies to ensure they are appropriately reflected in the Metropolitan



Transportation Plan and/or the Transportation Improvement Program, as appropriate.

### **Regional Intelligent Transportation Systems (ITS) Architecture**

L-DC MPO Regional ITS Architecture provides a specific, tailored structure for facilitating institutional agreement and technical integration for the implementation of ITS projects in the region. It defines how systems functionally operate and the interconnection of information exchanges that must take place between these systems to accomplish transportation services. The Regional ITS Architecture will be consistent with the Statewide ITS Architecture.

- a. **L-DC MPO Responsibility** – L-DC MPO will maintain a database of information that comprises the regional architecture. L-DC MPO will periodically update the Regional ITS Architecture in compliance with 23 CFR 940 to reflect new components and information exchanges that would enhance transportation performance in the region. L-DC MPO will provide assistance to project sponsors in identifying information exchanges for proposed ITS and ITS-related projects.
- b. **KDOT Responsibility** – KDOT will comply with 23 CFR Part 940 to plan, develop, and evaluate proposed transportation technology investments in the region. KDOT will participate in updates to the Regional ITS Architecture.
- c. **Lawrence Transit Responsibility** – The City of Lawrence will comply with 23 CFR Part 940 to plan, develop and evaluate proposed transportation technology investments in the region.

### **Periodic Review of this Agreement**

This Agreement will be reviewed periodically to ensure that it articulates current roles and responsibilities of the planning partners. This Agreement will be assessed in the year following each federal certification review of the region's MPO planning process to capture any changes in federal transportation authorizations, federal regulations and guidance, comments that were part of the certification review, and changes within the partners of the planning process.

### **Expected Roles and Responsibilities of USDOT**

While they are not direct parties to this agreement, it is the expectation of the parties that USDOT offices, particularly the Kansas Division Office of the Federal Highway Administration and the Regional Office of the Federal Transit Administration, will also participate as ex-officio associates in L-DC MPO regional transportation planning process. USDOT offices are expected to participate as ex-officio members of L-DC MPO advisory committees and/or ex-officio members of L-DC MPO Policy Board and provide a federal perspective to the work of L-DC MPO. USDOT offices are also expected to advise L-DC MPO regarding any issues of compliance with federal regulations as work products are being developed and produced to

ensure final products meet all existing federal requirements. Additionally, USDOT is expected to complete its actions related to approving L-DC MPO products and processes in a timely manner, so as not to delay progress on significant transportation initiatives in the region.

### **General Provisions**

- a. No New Rights or Responsibilities. This Cooperative Agreement is intended to not create any substantive rights or responsibilities for any party to this agreement over and above those created and conferred by federal law or state law.
- b. No Third-Party Beneficiaries. It is hereby expressly agreed that no third-party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- c. Civil Rights Act. The Civil Rights Act attachment pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- d. Contractual Provisions. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
- e. Headings. All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.
- f. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- g. Severability. If any provision of this Agreement, or any attachment hereto, is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the parties hereto have caused this Cooperative Agreement to be executed by their proper officers and representatives having authority to do so.



Bart Littlejohn, *L-DC MPO Policy Board Chair*  
Lawrence-Douglas County Metropolitan  
Planning Organization

Date: 08/21/2025



Felice Lavergne, *Lawrence Transit Director*  
City of Lawrence

Date: 08/25/2025

Greg Schieber

Digitally signed by Greg Schieber  
DN: CN=Greg Schieber, O=Kansas  
Department of Transportation,  
L=Topeka, S=Kansas, C=US  
Date: 2025.08.29 08:27:22-05'00'

Greg M. Schieber, *P.E.,*  
*Deputy Secretary and*  
*State Transportation Engineer*  
Kansas Department of Transportation

08/29/2025

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

Approved as to form:

Form Approved
By <u>LAD 08/25/2025</u>
Legal Dept. KDOT

## KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

### PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

### CLARIFICATION

The term “Contractor” is understood to include the Contractor, the Contractor’s assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

### ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

**CONTRACTUAL PROVISIONS ATTACHMENT**

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the non-State Agency Contracting Party's standard contract form, that form must be altered to contain the following provision:

The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 05-25), which is attached hereto, are hereby incorporated in this Contract and made a part thereof.

The Parties agree that the following provisions are hereby incorporated into the Contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this Contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation or Funding Source:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated or no longer exist to continue the function performed in this Contract and for the payment of the charges hereunder due to the loss of the funding source, the Contracting State Agency may terminate this Contract immediately or at the end of its current fiscal year. The Contracting State Agency agrees to give written notice of termination to the non-State Agency Contracting Party at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this Contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. The non-State Agency Contracting Party shall have the right, at the end of such fiscal year, to take possession of any equipment provided to the Contracting State Agency under the contract. The Contracting State Agency will pay to the non-State Agency Contracting Party all regular contractual payments incurred prior to the period of notification or through the end of the fiscal year as determined by period of notification given by the Contracting State Agency, plus contractual charges incidental to the return of any such equipment. Upon termination of the Contract by the Contracting State Agency, title to any such equipment shall revert to the non-State Agency Contracting Party at the end of the Contracting State Agency's current fiscal year. The termination of the Contract pursuant to this paragraph shall not cause any penalty to be charged to the Parties.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the Contracting State Agency to defend, hold harmless, or indemnify any non-State Agency Contracting Party or third party for any acts or omissions. The liability of the Contracting State Agency is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).



5. **Anti-Discrimination Clause:** The non-State Agency Contracting Party agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the non-State Agency Contracting Party is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Contract may be cancelled, terminated or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration; (f) the non-State Agency Contracting Party agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) the non-State Agency Contracting Party agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the non-State Agency Contracting Party has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the Contract may be canceled, terminated, or suspended, in whole or in part, by the Contracting State Agency or the Kansas Department of Administration.
6. **Acceptance of Contract:** This Contract shall not be considered accepted, approved, or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this Contract shall find that the Contracting State Agency has agreed to binding arbitration, or the payment of damages or penalties. Further, the Contracting State Agency does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the Contracting State Agency at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the non-State Agency Contracting Party thereby represents that such person is duly authorized by the non-State Agency Contracting Party to execute this Contract on behalf of the non-State Agency Contracting Party and that the non-State Agency Contracting Party agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The Contracting State Agency shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Contract.
10. **Insurance:** The Contracting State Agency shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this Contract, nor shall this Contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the non-State Agency Contracting Party shall bear the risk of any loss or damage to any property in which the non-State Agency Contracting Party holds title.

11. **Information:** No provision of this Contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the Contracting State Agency to reiterate that nothing related to this Contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Restricted Funding Source:** The non-State Agency Contracting Party acknowledges and understands the Contracting State Agency's share of the Contract's total, actual, and eligible costs may be funded through the receipt of or reimbursement through federal funds. The Contracting State Agency does not assume any liability in connection with the Contract's total, actual, and eligible costs which may be paid through the receipt of or reimbursement through federal funds. The non-State Agency Contracting Party shall reimburse the Contracting State Agency for any funds approved for this Contract and expended by the Contracting State Agency for which the Contracting State Agency is not reimbursed by the Federal Government or for which such funds are determined by the Federal Government to no longer be available to be used by the Contracting State Agency for said Contract.