

A G R E E M E N T

This Agreement is between the KANSAS DEPARTMENT OF REVENUE (hereinafter called the "DEPARTMENT") and the OFFICE OF THE SECRETARY OF STATE.

WHEREAS, the OFFICE OF THE SECRETARY OF STATE desires to enter into a contract with the DEPARTMENT in cooperation with Section 303 of the Help America Vote Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, the parties hereby agree as follows:

1. The DEPARTMENT will verify all drivers license records with the Social Security Administration. The Department will coordinate an initial batch verification process and subsequent interactive on-line verification. Once the Kansas Drivers License record is verified with the Social Security Administration, the Kansas Drivers License record maintained within the Kansas Drivers License Database will indicate the record as verified.
2. Once the DEPARTMENT has verified the initial listing of drivers license records, the DEPARTMENT will receive the Central Voter Registration file from the OFFICE OF THE SECRETARY OF STATE to compare with the verified listing of drivers license records. (see attachment A for file format)
3. The OFFICE OF THE SECRETARY OF STATE and the DEPARTMENT agree the file will be sent either by secure FTP or CD and the following schedule depicts the timeline of events.

Responsible Party	Action	Month/Day
Secretary of State	Submit Central Voter Registration File to Department of Revenue, Division of Vehicles.	May 1
Department of Revenue, Division Of Vehicles	Provide the Office of the Secretary of State with a return file as described in paragraph 4.	June 1
Secretary of State	Submit Central Voter Registration File to Department of Revenue, Division of Vehicles.	August 1
Department of Revenue, Division Of Vehicles	Provide the Office of the Secretary of State with a return file as described in paragraph 4.	September 1
*Additional submissions of the Central Voter Registration may be sent to KDOR for local spring elections if requested.		

4. The DEPARTMENT will provide the OFFICE OF THE SECRETARY OF STATE with either:
 - a) The same Central Voter Registration file with a flag denoting unverified records (or)
 - b) A smaller file containing only unverified records
5. This Agreement may be terminated at any time after (30) days notice by an instrument in writing, signed by a duly authorized representative of any party hereto. This Agreement shall be immediately terminated upon any breach of any covenant by any party without advance notification, termination being completed by an instrument in writing signed by a duly authorized representative of the aggrieved party and deposited with the United States Postal Service correctly addressed and postage prepaid.
6. This Agreement may be changed, modified or amended at any time after thirty (30) days notice by an instrument in writing, signed by duly authorized representatives of each of the parties hereto. Notwithstanding, this contract shall expire only upon written notice of termination.

7. Official notices or communications arising out of performance of this Agreement to be given by the OFFICE OF THE SECRETARY OF STATE to the Department shall be sent via certified or registered mail to:

Kansas Drivers License Chief Examiners Office
Attn: Alan Anderson
1st Floor – Room 1300 South
Docking State Office Building
915 SW Harrison
Topeka, Kansas 66612

8. Official notices or communications arising out of performance of this Agreement to be given by the Department shall be sent via certified or registered mail to:

Office of the Secretary of State
Attn: Brad Bryant
First Floor, Memorial Hall
120 SW 10th Ave
Topeka, Kansas 66612

9. This agreement shall be effective when signed and supersedes any and all previous agreements or understandings between the parties related to this same subject matter.
10. The provisions found in Contractual Provisions Attachment (Form DA-146a), which is attached hereto, are hereby incorporated in this Agreement and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

Ron Thornburgh
Kansas Secretary of State

Date

Joan D. Wagon, Secretary
Kansas Department of Revenue

Date

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), 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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."