

**SERVICES AGREEMENT  
PUBLIC POLICY AND MANAGEMENT CENTER**

This SERVICES AGREEMENT ("Agreement") is by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas and on behalf of its Public Policy and Management Center, located at 1845 Fairmount, Wichita, Kansas 67260-0007 (hereinafter "WSU") and KANSAS MUSUEMS ASSOCIATION, a non-profit 501(c)3 organization, and its employees, subsidiaries and affiliates, PO Box 782620, Wichita, KS 67278-2620 (hereinafter "CLIENT" or "KMA") (individually referred to as "party" and collectively as "parties").

WITNESSETH:

**WHEREAS**, CLIENT is desirous of retaining the management services of WSU to assist in the development of this project;

**WHEREAS**, the services to be performed under this Agreement are of mutual interest to WSU and CLIENT and further the mission and purpose of WSU;

**WHEREAS**, the parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing;

**NOW, THEREFORE**, in consideration of the above premises and the individual and mutual promises of the parties hereinafter set forth, and for other good and valuable consideration, it is hereby agreed by and between the parties:

1. **Term.** That the term of this Agreement for Professional Services shall be considered to begin January 1, 2018 and to continue through the earlier of: (i) December 31, 2020 (ii) the conclusion of the Services as agreed to in writing by the parties, or (iii) the termination of the Agreement as provided in Article 2.
2. **Termination.** Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Upon termination under this section, CLIENT shall remain responsible for payment to WSU for all services performed and costs incurred through the date of termination, including reimbursement to WSU of all non-cancellable commitments incurred as a result of this Agreement.
3. **Scope of Work.** WSU shall use reasonable efforts to perform the services as outlined in the Statement of Work attached hereto as ATTACHMENT A (SOW) and related tasks as are assigned by CLIENT staff in writing, which are made a part of this agreement by this specific reference ("Services"). Reference to services in this Agreement shall be deemed to include any deliverables provided to CLIENT in connection with the SOW, including without limitation, reports, results, materials, products, and information.
4. **Payment for Services.** That in consideration of the Services and assistance rendered to CLIENT by WSU in the first year of this Agreement, CLIENT will pay WSU, NINETEEN THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$19,500.00), which shall be paid to WSU in in twelve (12) equal monthly installments of ONE THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$1625.00) upon the receipt of monthly invoices, it being specifically understood and agreed by the parties that said payment is intended to compensate WSU for all WSU's expenses, including, but not limited to,

travel, meal, and overnight accommodation expenses; and any other direct and indirect expenses that are incurred in the performance of this first year of this Agreement. An additional FIVE THOUSAND DOLLARS (\$5,000.00) is preapproved for additional services that may be identified and directed to the WSU Public Policy & Management Center by CLIENT'S Board of Directors, as mutually agreed upon by the parties. These services have not yet been identified and in no circumstances will billing for the first year exceed a total amount greater than TWENTY-FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$24,500.00). All invoices provided by WSU to CLIENT will detail the services provided and the amount charged for such services. Future years' compensation will be negotiated annually and a 3-5% increase in compensation is anticipated yearly.

## 5. Invoices.

5.1. Payments to WSU and inquiries relating to WSU invoices shall be directed to:

Public Policy & Management Center  
Wichita State University  
Attn: Clarice Maseberg, Financial Operations  
1845 Fairmount, Box 038  
Wichita, KS 67260-0038

5.2. Compensation shall be paid within 30 days of date of invoice and in the amount specified in the invoice.

5.3. WSU shall send invoices to:

CLIENT: Kansas Museums Association  
Attn: Jeff Sheets, Treasurer of KMA  
Address: PO Box 782620  
Wichita, KS 67278-2620  
Email: [jeffrysheets1959@sbcglobal.net](mailto:jeffrysheets1959@sbcglobal.net)

6. **Relationship of the Parties and Independent Contractor Status.** The parties agree that WSU undertakes the furnishing of Services pursuant to the terms of this Agreement as an independent contractor. The parties agree that CLIENT shall not control or have the right to control what WSU does and how WSU performs the work. Nothing in this Agreement shall be construed as creating any type of employment, partnership, or affiliate relationship between the parties. Neither party has any responsibility nor liability for the actions of the other party except as specifically provided in this Agreement. Neither party has any right or authority to bind or obligate the other party in any manner or make any representation of warranty on behalf of the other party. WSU shall receive no compensation except that set forth in this Agreement and WSU shall not be entitled to any of the benefits, perquisites or emoluments of employment normally provided to CLIENT employees.

## 7. Indemnification and Hold Harmless:

7.1. Except as provided in Article 7.2, each party shall be responsible for its own acts and omissions and the results thereof and shall not be responsible for the acts of the other party. WSU, its faculty members, students, administrators, employees, agents and authorized volunteers, are



subject to the terms and limitations of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., as amended.

7.2. CLIENT shall indemnify, defend, and hold harmless WSU, its faculty members, students, administrators, employees and authorized volunteers against any and all claims, or liabilities, including attorneys' fees and court costs, for any loss, damage, injury, or loss of life arising out of (i) use by CLIENT (or any third party acting on behalf of or under authorization from CLIENT) of services or any information, reports, deliverables, materials, products or other results of WSU's work under this Agreement or (ii) CLIENT'S infringement of a third party's intellectual property rights or CLIENT'S violation of any law, rule, or regulation in the provision of any materials to WSU.

#### 8. Scheduling.

8.1. Postponement: If CLIENT postpones services, WSU reserves the right to charge CLIENT for any charges that may have been incurred and for lost revenue due to the postponement. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

8.2. Cancellation: If CLIENT cancels, WSU reserves the right to charge the CLIENT for any charges that may have been incurred and for lost revenue due to the cancellation. These charges include but are not limited to staffing, materials purchases, equipment, rental fees, and storage.

9. **Disclaimer of Warranties**. WSU makes no warranties, express or implied, as to any matter whatsoever, including without limitation, the condition, originality or accuracy of the services performed or deliverables provided under this agreement and expressly disclaims warranties of merchantability or fitness for a particular purpose.

10. **Notice of Ownership**. All meeting notes, customized plans, and results of this planning/development project are the property of the CLIENT. Processes and support materials developed in service to the project by WSU are the property of WSU and will be owned by WSU.

11. **Compliance**. CLIENT agrees that WSU may retain one archival copy of all documents from the project for the purposes of (a) proving what information it did or did not receive hereunder in the event of a future dispute, or (b) complying with governmental regulatory requirements.

12. **Notices**. All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and sent by certified mail or overnight traceable delivery and addressed as follows, unless any other person or address may be designated by notice from one party to the other:

If to Wichita State University:

Attn: Research Contracts  
Wichita State University  
1845 Fairmount Street  
Wichita, Kansas 67260-0007

If to KANSAS MUSEUMS ASSOCIATION:

Attn: President  
Kansas Museums Association  
PO Box 782620  
Wichita, KS 67278-2620

With a copy to:

Attn: General Counsel  
Wichita State University  
1845 Fairmount Street  
Wichita, KS 67260-0205

With a copy to:

13. **Use of Marks, Logos and Marketing.** Neither party shall use the name, logos, insignias nor trademarks of the other party, any affiliates of the other party, or any project member, in any publicity, advertising, promotional materials, news release or websites except as set forth in this Agreement, or as authorized by the other party in each instance. Either party may use the name of the other party in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Either party may also refer to the other party by name in any report or summary report prepared by WSU as it relates to the services provided by WSU to CLIENT.
14. **Limitation of Liability for Breach of Contract.** In no event shall either party's liability for breach of this Agreement include damages for work stoppage; lost data; or indirect, special or consequential damages of any kind, including lost profit. Except for each party's obligations under Article 2 (Termination), Article 7.1 (Indemnification) and Articles 15 to 25 (general provisions), each party's liability to the other for breach of this Agreement shall not exceed an amount equal to the monetary consideration paid to WSU under this Agreement.
15. **Breach; Attorney's Fees.** In the event CLIENT fails to perform any of its obligations under this Agreement, CLIENT shall reimburse WSU for all costs and expenses, including reasonable attorneys' fees, court costs, and costs of investigation, that are incurred by WSU and/or the State of Kansas to enforce this Agreement, regardless of whether a lawsuit or legal action has been commenced or concluded.
16. **Captions.** The captions and headings in this Agreement are for reference only and do not define, describe, extend or limit the scope or intent of this Agreement.
17. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, to any extent, the remainder of this Agreement shall not be affected and each provision of this Agreement shall be enforced to the fullest extent permitted by law.
18. **Force Majeure.** No party to this Agreement shall be responsible for any failure to perform as required by this Agreement, to the extent such failure to perform is caused due to circumstances reasonably beyond the party's control, such as labor disturbances or labor disputes of any kind, accidents, acts of government including but not limited to failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, or other cause beyond the control of such party.
19. **Waiver.** Any waiver shall be in writing and provided to all other parties. Failure to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights provided herein or by law, shall not be deemed a waiver of any rights of any party hereto.



20. **Assignment.** This Agreement may not be assigned by either party except upon the prior written consent of the other party, and which consent may be withheld or conditioned as necessary to prevent prejudice to the granting party's interests and entitlements hereunder. This Agreement and all rights, privileges and licenses granted hereunder may be assigned by WSU to WSU subsidiaries and WSU supporting organizations.
21. **State of Kansas Terms.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto as ATTACHMENT B, are hereby incorporated in this Agreement and made a part thereof.
22. **Survival.** Upon termination or expiration of this Agreement, Article 4 (Payment for Services), Article 7 (Indemnification and Hold Harmless), Article 9 (Disclaimer of Warranties), Article 10 (Notice of Ownership), Article 13 (Use of Marks, Logos and Marketing), Article 14 (Limitations of Liability for Breach of Contract) and Articles 15 through 25 (general provisions) shall survive.
23. **Counterparts/Execution.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be executed via "wet" signature, authorized signature stamp or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud based server, e-signature technology or other similar electronic means.
24. **Electronic Signatures.** The Parties agree that this Agreement may be signed with electronic signatures. If an electronic signature is used, the Parties agree that it is the legally binding equivalent to the signing Party's handwritten signature. Whenever either Party executes an electronic signature on this Agreement, it has the same validity and meaning as a handwritten signature. The Parties agree that neither Party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
25. **Entire Agreement** This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes, and revokes all prior negotiations, representations, and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, notwithstanding, any non-disclosure or confidentiality agreements directly relating to the SOW.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date. Each party agrees that delivery of an executed copy of this Agreement via electronic transmission shall have the same force and effect as delivery with original signatures.

**WICHITA STATE UNIVERSITY**

**KANSAS MUSEUMS ASSOCIATION**

*John S. Tomblin*

*Robert Workman*

SIGNATURE

SIGNATURE

Dr. John Tomblin

Robert Workman

PRINTED NAME

PRINTED NAME

Vice President for  
Research and Technology Transfer

President, Board of Directors

TITLE

TITLE

*3-7-18*

*President*

DATE

DATE

316-978-3285

479-202-3201

proposals@wichita.edu

CONTACT INFORMATION (PHONE, E-MAIL)

CONTACT INFORMATION (PHONE, E-MAIL)

APPROVED AS TO  
LEGAL FORM  
*Nysha C. Jacobs-Walker*  
ASSISTANT GENERAL COUNSEL

**ACKNOWLEDGMENT:**

I, the undersigned, having read this Agreement, hereby agree to act in accordance with the terms of this Agreement.

By:

*Misty Bruckner*

Name: Misty Bruckner

Title: Director, Public Policy & Management Center

Date: 3/6/2018

ATTACHMENT A  
STATEMENT OF WORK

## Kansas Museums Association Association Management Proposal

January 2018

*Prepared by*  
Wichita State University  
Public Policy and Management Center

Misty Bruckner  
*Director, Public Policy and Management Center*

Lisa Dodson  
*Senior Project Manager*

### **Background**

In response to a request for a proposal to provide management services for the Kansas Museums Association (KMA), the Public Policy and Management Center (PPMC) at Wichita State University (WSU) proposes to provide the services below. Services proposed would ensure consistency in the execution of management functions through KMA board transitions. In addition, services proposed would promote further marketing of the Association, increased delivery of resources to the membership, and increased revenue generation to support the vision and mission of the KMA board.

**Proposed Services** include:

### **General Administration**

The PPMC proposes to provide general administrative functions for KMA. Functions include, but are not limited to:

- Coordinating six (6) board business meetings annually;
- Managing the agenda for board meetings through communication with the executive board;
- Providing guidance and recommendations throughout the year to support board committees and membership;
- Executive Director serving as spokesperson for KMA as appropriate;
- Executive Director attending national and state meetings to represent KMA (KMA to authorize and pay for registrations and travel costs).

### **Conference Administration**

Conference administration services proposed by the PPMC include, but are not limited to:



- Coordinating phone conference and face-to-face meetings with the program and local arrangements committees;
- Issuing an RFP for conference sessions and annual conference venues;
- Identifying and soliciting keynote speakers;
- Coordinating with the conference hotel and reception venues;
- Facilitating phone conferences and one face-to-face conference with the local arrangements committee;
- Managing marketing and registration;
- Scheduling a staffing plan for the registration desk at the conference, using volunteers and student workers registered for the conference; and
- Providing budgets and conference financial reports.

**Exclusions:**

- KMA will pay for conference mailing, printing and WSU University Conferences expenses as detailed below;
- Executive Director will attend conferences; one additional staff person will serve at registration desk; KMA will cover the hotel and car rental expenses for the Executive Director and the additional staff person.
- PPMC will not provide any fundraising efforts for the conference (i.e. KMA will recruit and manage vendors and exhibitors).

PPMC anticipates using WSU University Conferences to assist with production of name-tags, online registration, participant lists and other conference registration services. PPMC anticipates this will be a separate cost that will be funded by the conference and needs to be incorporated into the conference budget. The PPMC pledges to work with the KMA board to keep conference expenses as low as possible and to explore options to ensure the conference grows and generates revenues for KMA.

**Financial Management**

The PPMC proposes to provide financial management functions for KMA including:

- Receiving payments made to the Association for memberships, conference registrations, exhibit booths and grant awards, ensuring their timely deposit;
- Keeping records of conference financial transactions and forwarding invoices for payment to the KMA treasurer;
- Producing bi-monthly and annual membership financial reports;
- Working with the KMA treasurer to ensure accurate financial records; and
- Providing a thorough audit of all membership dues received, and efforts to collect those outstanding.

The PPMC proposes to solicit, collect and deposit all KMA annual membership dues and conference registration dollars and create and manage an online mechanism for members to pay dues and program fees electronically. As an entity of the State of Kansas, the PPMC has full access to an integrated financial management system, online payment system, and financial monitoring and compliance processes to provide fiscal security. The PPMC has a successful history of providing similar financial support to other client organizations and has the professional expertise to provide these services.



#### Exclusions:

- Expense reimbursement to members and vendors will be processed by KMA treasurer (i.e. president's conference travel, misc. expenses);
- Annual KMA budget will be constructed by KMA, with data provided by PPMC as required;
- KMA will provide auditing services as needed;
- KMA will respond to any official requirement for financial reporting including filing the Form 990, maintain tax-exempt status, etc.

#### Marketing

The PPMC proposes to provide assistance in advancing marketing efforts of KMA to extend the reach of its impact. Marketing efforts proposed include:

- Providing information about the conference and membership for the website;
- Working with the KMA assistant director and the communications committee;
- Expansion and updating of the database of museum professionals and institutions throughout the state in an effort to reach potential new members;
- Designing marketing materials for KMA to highlight association activities, resources, and benefits of membership;
  
- Distributing marketing materials to potential and existing members as directed by the board; and
- Subject to review and prior written approval of the PPMC staff, KMA may use the Public Policy and Management Center logo in marketing efforts covered by this Agreement, and must use the following text when using the PPMC logo: "The Public Policy & Management Center logo is used with the permission of Wichita State University. Usage reflects a prior or current business relationship and does not constitute an endorsement or recommendation."
- WSU will not use the Kansas Museums Association's logo without the Association's permission.

#### Exclusions:

- Printing and mailing costs for brochures, posters, signs, conference speaker's handouts, website security, annual report, etc. will be paid by KMA.

#### Membership Services

The PPMC proposes to provide services to enhance the benefits of a KMA membership, including:

- Ensuring that all new members are promptly given access to the benefits of membership, including access to the newsletter, etc.;
- Ensuring that members receive membership notices to pay annual dues in a timely manner, with sufficient reminders sent and methods made accessible for ease of payment;
- PPMC staff will provide guidance and response to membership inquiries and association related questions and will refer to KMA board any questions requiring specialized knowledge or information.

**Proposed 2018 Budget\***

**Years 2019 and 2020 budget will be negotiated annually. Approximately a 3%-5% increase annually is anticipated.**

<u>Expenses</u>	<u>Amount</u>
Personnel	
Executive Director	\$8,565
Program Coordinator	\$5,481
Marketing Associate	\$1,000
Operations Assistant	\$1,000
Graduate Assistant	\$1,000
Other Operating Expenses (Travel, Office supplies, etc.)	\$2,454
<b><u>Total</u></b> (Billable in 12 monthly installments of \$1625)	\$19,500
Additional Services as directed by KMA's Board of Directors (see below)*	\$5,000
<b><u>NOT TO EXCEED AMOUNT</u></b>	<b><u>\$24,500</u></b>

**Additional Services** – Up to an additional \$5,000.00 is preapproved, for additional services that may be identified and directed to the PPMC by the KMA board of directors, as mutually agreed upon by the parties. These services have not yet been identified, and in no circumstances will billing for an amount greater than \$24,500 be provided to KMA by PPMC. All invoices will detail the services provided and the amount charged for such services.

**Term**

The proposed term would be for three years from January 1, 2018 to December 31, 2020, with the option to renew contract as determined by the KMA board and PPMC. The contract will be reviewed annually in September by the KMA Board of Directors. This will ensure consistency of services through KMA Board transitions while operating concurrently with this PPMC Professional Services Agreement.



### **Proposal and Process Development**

The PPMC agrees to provide the staffing and expertise and KMA agrees to provide the information and board support necessary to successfully deliver the services outlined in the scope of this agreement.

This is a working document that outlines roles, responsibilities and new services to benefit the KMA board and membership. A working group comprised of KMA board members and PPMC staff met prior to the July KMA board meeting to further outline the details of the proposal, including finalization of a budget.

### **About the Public Policy and Management Center (PPMC)**

The PPMC works to enhance the quality of public affairs by assisting public officials and community organizations to meet the challenges of governance and improve service delivery. The PPMC has more than 55 years of experience working directly with local and state government and nonprofit organizations in the areas of applied research, technical assistance, facilitation, and professional development. The solid history in serving organizations and communities in Kansas, and throughout the Midwest region, ensures the PPMC has the professional knowledge and financial ability to implement, manage and ensure completion of projects.

Specifically, the PPMC has provided assistance to organizations in the following areas:

- Leadership development for elected officials
- Customized leadership, executive, management, and professional development
- Facilitation of governing body retreats and community forums
- Education and certification for members of professional associations
- Design, facilitation and synthesis of stakeholder and processes for community engagement.
- Consultation on community and nonprofit organization goal-setting and strategic planning
- Community and organizational surveys
- Applied research on issues identified by state and local officials
- Technical assistance on public management and financial issues

### **Relevant Association Management and Professional Development Support**

The PPMC has provided association management and professional development support to many statewide and regional organizations for numerous years. The association support involves membership support; financial management; board development and support; marketing; database management; and general professional assistance. Professional development includes conference management; curriculum development; instructor identification and support; continuing education tracking; logistics management; marketing and other training support.

#### *Kansas County Clerks and Election Officials Association (15 years)*

- Professional Development
- Conference Management (Annual Academy and Annual Institute)
- Curriculum Development
- Association Support

*Kansas City/County Management Association (20 years)*

- Professional Development
- Annual Seminar
- Association Support

*Kansas Government Finance Officers Association (15 years)*

- Professional Development
- Conference Management (Annual Fall Conference and Annual Academy/Summer Seminar)
- Curriculum Development

*City Clerks and Municipal Finance Officers Association of Kansas*

- Professional Development
- Conference Management (Annual Academy, Annual Spring Conference and Annual Institute)
- Curriculum Development
- Association Support

*Regional Economic Area Partnership (REAP –18 Years)*

- Full Association Management and Development (15 years)
- Association Support – Research, Professional Development, and Technical Support (3 years)

**Project Team**

**Misty R. Bruckner** | Director

Misty joined Wichita State University in 2008. She is responsible for assisting governments and nonprofits with special projects, policy development, program evaluation, community surveys, and facilitation and training efforts. Ms. Bruckner completed her MPA degree at the Hugo Wall School in 1995. From 1994 through 2000, she worked in the Office of the City Manager, City of Wichita, as assistant to the city manager, and after 2000, was self-employed as a consultant to local governments and nonprofit agencies. She was also a recipient of the Excellence in Public Service Award and the Sedgwick County Sheriff's Office Bronze Medal Award for Public Service –the highest honor for a civilian. In 2010, she was selected to participate in the Kansas Leadership Center's Community Collaboration Academy aimed at advancing facilitation and collaboration efforts across the state of Kansas.

**Lisa Dodson** | Senior Project Manager

Lisa joined the PPMC team in 2016, to lead projects involving applied research, project management and technical support. Lisa has provided program evaluation, board consulting, grant writing, grant evaluation, research and consulting services through her company, Dodson Research, Inc. She also serves as the part-time executive director of the Kansas Museum Association. Dodson's prior experience includes serving as research analyst for Kansas State University Institute for Academic Alliances, Interim Executive Director for the Kansas African American Museum, Program Director of Business Administration at Tabor College in Wichita, Director of the Southside Education Center for Wichita State University, Public Affairs Associate for the Hugo Wall School of Urban and Public Affairs, Wichita State University, and Research Economist for the Center for Business & Economic Research,





Wichita State University. Her degrees include a B.S. in Business Finance from Kansas State University, M.A. in Economics and a M.Ed. in Education from Wichita State University.

**Morgan Barnes | Program Manager**

Morgan Barnes provides support and assistance with professional development, community service and programming for the Center by delivering professional trainings and conference planning. Prior to joining Wichita State, Morgan worked in higher education in several capacities, but always with the same goal: helping people change their story and make a difference. Morgan received her Bachelor's degree from Wichita State University in Integrated Marketing Communication.

**Sarah Shaffer | Program Manager**

Sarah Shaffer provides research, training and support for local government and nonprofit program evaluation, research and policy analysis at the PPMC. Sarah's passion for public service can be recognized in her previous work experience, including as Research Assistant for University of Kansas School of Medicine-Wichita, Senior Accountant for Sedgwick County, KS, Psychosocial Group Coordinator for Mental Health Association of South-Central Kansas, and Children's Education Specialist for Kansas Children's Service League. Sarah holds BA and MA degrees in Sociology from Wichita State University.

**Kayla Vix | Marketing Coordinator.**

Kayla Vix manages marketing activities and coordinates events for the Public Policy and Management Center. In addition, she provides research and creative support for special projects. Kayla's background includes web product marketing and academic writing and research. She also enjoys serving the communications efforts of various civic organizations on a volunteer basis. Kayla holds a Master of Arts degree in Linguistics from the University of North Carolina and Bachelor of Arts degrees in English and Biblical & Religious Studies from Tabor College.

**ATTACHMENT B**  
**CONTRACTUAL PROVISIONS ATTACHMENT**  
**State of Kansas, Department of Administration | DA-146a (Rev. 06-12)**

The parties agree that the following provisions are hereby incorporated in the attached Professional Services Agreement and made a part thereof:

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages and Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.