

Inspection Program Interest Form

1. NAME OF DEALERSHIP. _____

3. DEALER NUMBER/as assigned by the DIVISION OF VEHICLES. _____

4. BUSINESS PHONE NUMBER. _____

5. FAX NUMBER.

6. COUNTY WHERE THE DEALERSHIP IS LOCATED. _____

NAME	TITLE
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This form will start the process for certification. Please mail or fax this form to:

FAX # 316-337-7233

Revised 02-2018

122 S.W. 7th Street
Topeka, KS 66603

Herman T. Jones, Superintendent



phone: 785-296-6800
fax: 785-296-5956
www.KansasHighwayPatrol.org

Laura Kelly, Governor

Kansas Highway Patrol
Troop F Headquarters
VIN Inspection
1900 E. Tigua
Kechi, KS 67067

Date:

RE: New Vehicle Dealer
Identification Number Inspection Agreement

Dealer Name and Address

Dear Contact Person,

Please have your dealership read and sign the enclosed New Vehicle Dealer Vehicle Identification Number Inspection Agreement Form and accompanying DA-146a Contractual Provision Attachment. **The person signing the form should be an official/owner of the Dealership.**

Please sign the form on page 5, "New Vehicle Dealer" section and return to the above address. Upon approval, you will be notified of the date and location where training will take place.

Respectfully,

HERMAN T. JONES
Superintendent

Josh MacEwan, Lieutenant
Kansas Highway Patrol
Troop V-MVE /Auto Theft
General Headquarters, Topeka Kansas

cc: File

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. 06-12), 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:** 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, 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.



Kansas Highway Patrol

New Vehicle Dealer Vehicle Identification Number Inspection Agreement

THIS AGREEMENT entered into this _____ day of _____,

2020 by and between the Superintendent of the Kansas Highway Patrol, hereinafter referred to as the “**Patrol**”, and _____ of _____ Kansas, hereinafter referred to as the “**New Vehicle Dealer**”.

WHEREAS, K.S.A. 8-116a (d)(2), and (f), established certain vehicle identification inspection requirements for Vehicle Dealers making application for any original Kansas title for a Program Vehicle; and

WHEREAS, pursuant to the aforesaid statute the Superintendent has designated _____ to perform the aforesaid inspections on behalf of the Kansas Highway Patrol in the Counties of _____;

NOW THEREFORE, the parties do hereby agree as follows:

- 1. New VEHICLE DEALER RESPONSIBILITIES.** The New Vehicle Dealer agrees to fully and properly perform vehicle identification number inspections and verifications as permitted by K.S.A. 8-116a (d)(2), and (f), pursuant to the aforesaid designation, and in accordance with the rules and regulations of the Secretary of Revenue and the policies, procedures and instructions of the Patrol.
- 2. EFFECTIVE DATE.** This Agreement shall be enforced in effect from and after _____, _____, and shall continue thereafter until otherwise amended or terminated in accordance with provisions established by the Kansas Administrative Procedure Act.
- 3. AGREEMENT SUBJECT TO.** This Agreement is subject to the provisions of K.S.A 8-116a, as it may be amended from time to time, and is further subject to the New Vehicle Dealer’s satisfactory performance of all responsibilities and duties imposed pursuant to K.S.A. 8-116 a (d)(2), and (f), the Superintendent’s designation there under and the provisions of this Agreement.

4. **INSPECTION FEES.** The New Vehicle Dealer hereby agrees no fees will be collected by the New Vehicle Dealer from the consumer for completion of the inspection or verification process.

5. **MVE-3 FORMS.** (a) All inspection forms used will be provided by the patrol in the proper media format (paper/electronic).

(b) The New Vehicle Dealer will remit a payment at a rate set by the Patrol (current rate of \$2.00 per MVE-3 form) when placing an order for inspection forms. Checks shall be made payable to the Kansas Highway Patrol.

(c) Inspection forms will be ordered in increments of 25. Example: 25, 50, 75, 100, 125, etc.

(e) Allow (2) weeks for order processing after application is received.

6. **RECORDS.** The New Vehicle Dealer shall keep appropriate and necessary financial records, including a record of each inspection or verification conducted. The New Vehicle Dealer's copy of the inspection form will be used as this record. The New Vehicle Dealer shall maintain all required records for a period of not less than three years. All such records shall be subject to the review and inspection of the Patrol at all times.

7. **FACILITIES AND EQUIPMENT.** All facilities and equipment used to perform the vehicle inspection or verification shall be provided by the New Vehicle Dealer.

8. **EMPLOYEES.** (a) The New Vehicle Dealer shall submit to the Patrol the following information on each individual who will actually perform inspections: (1) criminal and personal background information, training and experience; (2) an original sample of each individual's signature; and (3) such other and further information as may be requested by the Patrol. Each proposed individual shall be approved by the Patrol prior to performing inspections. The Patrol may, at its sole discretion, reject any individual proposed by the New Vehicle Dealer.

9. **TERMINATION OF AGREEMENT.** (a) This Agreement may be terminated by either party any time, without cause and upon delivery to the other party of written notice 90 days in advance of the effective date.

(b) This Agreement may be terminated by the Patrol without advance notice to the New Vehicle Dealer upon the withdrawal of New Vehicle Dealer and for failure of the New Vehicle Dealer to fully and properly perform its duties under this Agreement or for other just cause. Such cancellation shall be effective upon delivery of written notice to the New Vehicle Dealer of its agents or employees. Following such cancellation the Patrol shall,

upon written request, provide the Vehicle Dealer with a written statement of the reasons for the cancellation.

(c) If the New Vehicle Dealer is an individual or sole proprietorship, the designation and this Agreement shall terminate upon the death or incapacity of the New Vehicle Dealer.

10. NEW VEHICLE DEALER AUDIT PROCEDURES. To maintain the integrity of the MVE program all Vehicle Dealers are subject to periodic reviews/audits by KHP MVE personnel. New Vehicle Dealers shall comply and make available all requested documentation and information needed to complete the periodic review/audit process. This review will include a review of all documentation related to the New Vehicle Dealer program (MVE-3 logs, MVE manual, employee verification forms, records, etc.).

11. RENEWAL OF AGREEMENT. This agreement will automatically renew on an annual basis (calendar year) unless either party shall notify the other of the desire to amend, modify and or terminate said agreement. Any amendments to this agreement will be at the sole discretion of the Patrol. In the event of a modification the Patrol will give a thirty day written notice outlining the reason and modifications and or amendments being made to this agreement.

12. TAXES & INSURANCE. The New Vehicle Dealer shall be responsible for any federal, state or local taxes, which may be imposed or levied upon or related to the subject matter of this contract. The New Vehicle Dealer shall be fully responsible for any insurance against loss or damage to any person or property arising out of or relating to the administration of the responsibility set out in this Agreement and shall fully bear the risk of any loss or damage.

13. NONDISCRIMINATION. The New Vehicle Dealer: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, et seq.) and not to discriminate against any person who performs work hereunder, because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin or ancestry; (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; (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 act by the Kansas Commission on Civil Rights, shall constitute a breach of the contract and it may be cancelled, terminated or suspended in whole or in part by the Director of Purchases, State Department of Administration.

The parties to this Agreement understand that subsections (b) through (e) above are not applicable to a contractor, who employs fewer than four employees or whose contracts with the Patrol total less than \$5,000 during any state fiscal year.

14. **INDEMNIFICATION.** It is further expressly understood and agreed that the New Vehicle Dealer will indemnify and hold harmless the State of Kansas, its agencies, officers and employees of, from and against any and all claims, action, lawsuits, liabilities and/or losses of any kind of nature whatsoever which do or might arise out of or result from any claim, lawsuit or action brought by any person arising out of or relating to the administration of the responsibility set out in this Agreement, and the New Vehicle Dealer will be responsible for and pay in full any and all judgments that might be entered therein against the State of Kansas, its agencies, officers or employees and promptly pay and reimburse any and all attorney's fees, court costs and expenses incurred by the State of Kansas, its agencies, officers and employees as they become due.

15. **ASSIGNMENT.** The Superintendent's designation and the rights and responsibilities of the New Vehicle Dealer under this Agreement may not be assigned, transferred nor encumbered without the prior written consent of the Patrol. This Agreement shall be binding upon the heirs, successors and assigns of the parties.

16. **REPRESENTATION.** By signing this document, the representative of the New Vehicle Dealer hereby represents that he/she is duly authorized to execute this Agreement on behalf of the Vehicle Dealer.

17. **CERTIFICATION.** No employee of a New Vehicle Dealer that has been designated to perform vehicle inspections by the Superintendent of the Patrol will be an inspector of vehicle identification numbers unless that employee has been certified by the Patrol.

All Vehicle Dealers must satisfactorily complete a Vehicle Identification Number Inspection training course provided by the Kansas Highway Patrol. All New Vehicle Dealers will need to comply with all training requirements to maintain certification.

18. STATE OF KANSAS FORM DA-146a. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof.”

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

NEW VEHICLE DEALER

PATROL

Signature

Signature
Superintendent
Kansas Highway Patrol

Title