

Kansas Highway Patrol PARTNERS Program

Memorandum of Agreement



THIS AGREEMENT, made on this _____ day of _____, 20____, by and between the Kansas Highway Patrol, hereinafter referred to as "PARTNERS PROGRAM" and _____, hereinafter referred to as "PARTNER," when approved by both parties, authorizes the PARTNER to purchase law enforcement supplies and equipment for counter-drug law enforcement activities, suitable under the authority of Section 1122 of the National Defense Authorization Act of 1994 using resources of the PARTNERS PROGRAM.

The PARTNER hereby agrees:

1. To restrict requests for supplies and equipment through this program to those items that will be used in the performance of counter-drug activities;
2. To use the language of Section 1122 of the National Defense Authorization Act of 1994 and the *Law Enforcement Equipment and Supplies Catalog* (available online at: www.GSA.gov) as the guides for items that are acceptable under the program;
3. To process all requests under this program through the PARTNERS PROGRAM, as Kansas' designated single point of contact under this Act;
4. To provide financing for the total cost of each purchase using procedures to be designated by PARTNERS PROGRAM.
5. To coordinate with PARTNERS PROGRAM to ensure the most efficient, yet effective processing of procurement requests;
6. To designate a local point of contact with the authority to approve orders of goods, payment for items ordered, and officially accept possession of goods ordered, and to notify the PARTNERS PROGRAM of any changes to the assignment of the local point of contact;
7. To notify the PARTNERS PROGRAM within three days by means of a receipt confirmation upon the delivery and approval, or rejection of ordered items;
8. To work closely and cooperatively with members of the PARTNERS PROGRAM to resolve any disputes with vendors or dissatisfaction with products delivered;
9. To accept the final determination of the PARTNERS PROGRAM regarding the appropriateness of any order and settlement of any dispute under this agreement;
10. To provide the PARTNERS PROGRAM with the name, date of birth and social security number of a certified Law Enforcement Officer in your department;
11. To advise the PARTNERS PROGRAM of any change in certifying authority, contact or Law Enforcement Officer; and
12. To notify the PARTNERS PROGRAM immediately if there is any change in status for your department to participate.

The PARTNERS PROGRAM hereby agrees:

1. To facilitate the purchase of counter-drug related supplies and equipment as requested by PARTNER;
2. To focus on options for reducing the cost of items ordered to minimize the expense of purchases by PARTNER;
3. To provide information on the processing of orders to ensure the PARTNER is informed as to the status of their order;
4. To issue purchase orders within a timely manner to fulfill the needs of the PARTNER;
5. To deposit monies received from PARTNERS in a separate and identifiable fund within the State treasury, with interest, if any, which will accrue to the State;
6. To charge no participation fee for access to the program;
7. To make payments to vendors for orders received and approved by PARTNERS on a timely basis;
8. To neither endorse any particular vendor or product, nor warrant any supplies or equipment procured through this program; and
9. To check with excess/surplus property and 1033 program for excess property.

It is further understood by both parties that this agreement may be canceled at any time and for any reason by either party by the giving of written notice, 30 days prior to the effective date of any such cancellation.

Having considered the foregoing, and in recognition of and in acceptance of any potential risks, the PARTNER, desiring to be an active participant in the PARTNERS PROGRAM, and representing that the undersigned has the authority to make such agreement, hereby agrees to comply with the provisions as set forth above, to hold the Kansas Highway Patrol, the State of Kansas, and any other state agency involved in this program harmless in the event of any lawsuit or claim arising as a result of the acquisition, use or disposal of supplies and equipment procured under this program and to defend the Kansas Highway Patrol in any action related to any liability for the procurement, use, and disposal of supplies and equipment ordered under this program by the PARTNER.

PARTNER _____ Date: _____

By _____ Title _____
Printed Name & Title of Head of Agency

Head of Agency Signature

PARTNERS PROGRAM:

By _____ Date _____
Superintendent, Kansas Highway Patrol