



AGENDA
CITY COUNCIL REGULAR MEETING
THURSDAY, MARCH 12, 2020
SPRING HILL CIVIC CENTER
401 N. MADISON, COUNCIL CHAMBERS
7:00 P.M.

CALL TO ORDER

INVOCATION Pastor Jack Smith

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA

CITIZEN PARTICIPATION

PRESENTATION

- AAA Insurance Platinum Award, Bob Hamilton
- Property/Casualty Liability Insurance, The Reilly Company, Mr. Kevin O'Brien
- 2019 Year End Report, Pat Burton

CONSENT AGENDA:

The items on the Consent Agenda are considered by staff to be routine business items. Approval of the items may be made by a single motion, seconded, and a majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, it will be removed from the Consent Agenda and considered separately.

1. Appropriation Order 2020-03-12
2. Consider Approval of Agreement: Swimming Lessons, YMCA
3. Consider Approval of 2020 Aquatic Center Rates (Group Swim Lessons)
4. Consider Approval of Contract: Commenco, LLC (Tower Climbers)

FORMAL COUNCIL ACTION

5. Consider Approval of Agreement for Cemetery Tree Services: Downey Lawn Care, LLC
6. Resolution of Intent to Finance Certain Equipment
7. Consider Authorization to Purchase Police Department Vehicles
8. Request for Additional Funds for Professional Services for Design of Veterans Park Memorial/Pavilion

DISCUSSION

9. 2019 Budget Review
10. Taxes & Fees (Permits)
11. Webster Street Renovations
12. Live Streaming Update

ANNOUNCEMENTS and REPORTS

ADJOURN



Photo by Todd Riggins

City of Spring Hill, Kansas

Insurance Proposal: April 1, 2020 to April 1, 2021

Presented: March 12, 2020

By: Kevin O'Brien, CPCU

**The Reilly Company
11225 College Boulevard, Suite 210
Overland Park, KS 66210**

CITY OF SPRING HILL, KANSAS

INSURANCE PROGRAM SUMMARY

Overview of the Public Entity Insurance Marketplace for 2020:

The insurance marketplace in 2020 is beginning to show signs of rate inflation coming in the property, auto, umbrella, and professional lines of coverage. With 2019 being the fifth consecutive year in which 10 or more billion dollar weather and climate disaster events have impacted the US. And with "social inflation" impacting liability claims, higher jury awards are being seen reflecting increased litigation, broader contract interpretations, and plaintiff friendly legal decisions by sympathetic juries. It is anticipated that insurance companies will soon begin to roll out slight increases in premiums. We don't see property or liability rate inadequacy becoming a significant problem at this time but something the industry is watching carefully.

An additional concern is that if the continued low interest rate environment continues, it could push insurance rates up sooner than otherwise expected. Insurance companies are highly regulated, and therefore unable for the most part, to invest in equities to help offset underwriting losses. As a result, public entities with poor loss experience are seeing rate increases and changing terms and conditions as their insurance program renews this year.

Fortunately, the City still enjoys very reasonable premiums despite a large increase in liability and work comp claims in the past two years.

The pages that follow summarize the differences in coverage limits and premiums from 2019 to 2020 with Travelers. We are also recommending again the consideration for adding Pollution Insurance Coverage.

Summary of Changes in Coverage from 2019 to 2020:

- (1) Property values were increased 5% over last year's values by Travelers to keep pace with inflation since the values have not been increased at all since 2018. No increase in rate.
- (2) Inland Marine - Scheduled Equipment values (Public Works, Streets, Water, Wastewater) rose 20% from last year. Police Equipment values increased 12% from last year. No increase in rate.
- (3) General Liability exposures (budgeted expenditures) are up 18% over last year. Rate increased due to over \$100,000 claims in past 2 years.
- (4) Law Enforcement, Public Official, and Employment Practices Liability exposures (number of employees) are up over last year. Slight rate increase in these lines due to industry claims.
- (5) Auto premiums are up only slightly following the insurance industry pricing that has seen higher incidences of more serious auto accidents along with higher costs of car repairs. These increases reflect the facts of distracted driving and increased repair costs due to more technology in cars.
- (6) Excess Liability exposures reflect increases in the policies over which they cover. No increase in rate.
- (7) Workers Compensation payroll increased 17% from last year. Also, experience mod factor reflecting past 3 years claims increased 13%. Rates reduced slightly.

Recommended Coverage for 2020:

(1) This year we are again recommending the consideration of Pollution Insurance coverage for the City. The City's current insurance program offers some limited pollution coverage but we believe it to be inadequate to effectively protect the City against the impact of a release of wastewater at the WWTP that contaminates a downstream property or causes bodily injury to people, animals, or fish. We have included a one-page summary of this coverage along with an indication of premium that can only be confirmed after completion of a formal application and review by an underwriter.

Presented by: Kevin O'Brien, CPCU
The Reilly Company
11225 College Boulevard
Overland Park, KS 66213

CITY OF SPRING HILL, KANSAS

EXPOSURE AND PREMIUM COMPARISON

<u>Item of Coverage</u>	2019		2020	
	Renewal		Renewal	
Property	Travelers		Travelers	
Blanket Building & Personal Property Values - RC	\$	25,454,082	\$	26,726,786
Computer Equipment Coverage	\$	150,000	\$	150,000
Total Property Values Insured	\$	25,604,082	\$	26,876,786
Business Interruption & Extra Expense (72 Hour Deductible)	\$	1,000,000	\$	1,000,000
Flood (see property list) & Earthquake (\$25,000 Deductible)	\$	2,500,000	\$	2,500,000
Flood (see property list) (\$100,000 Deductible)	\$	1,000,000	\$	1,000,000
Cosmetic Roof Damage Exclusion		None		None
Property Deductible	\$	5,000	\$	5,000
Wind-Hail Deductible	\$	10,000	\$	10,000
<i>RC=Replacement Cost</i>				
Property Premium	\$	34,352.00	\$	36,116.00
Crime	Travelers		Travelers	
Employee Dishonesty (Excluding Treasurer)	\$	100,000	\$	100,000
Forgery & Alteration	\$	50,000	\$	50,000
Money & Securities	\$	25,000	\$	25,000
Deductible	\$	1,000	\$	1,000
Crime Premium		Incl In Property		Incl In Property
Inland Marine	Travelers		Travelers	
Contractor's Equipment - Unscheduled (ACV) - Misc Equipment < \$1,000 any one item	\$	50,000	\$	50,000
Contractor's Equipment - Scheduled (ACV)	\$	714,653	\$	859,181
Leased/Rented Equipment (ACV)	\$	75,000	\$	75,000
Emergency Equipment - Police (ACV)	\$	194,428	\$	218,466
Total Equipment Values	\$	1,034,081	\$	1,202,647
Inland Marine Deductible (\$25,000 flood and EQ)	\$	1,000	\$	1,000
<i>ACV = Actual Cash Value = Market Value</i>				
Inland Marine Premium	\$	3,605.00	\$	4,159.00
General Liability (Occurrence Form)	Travelers		Travelers	
Limit of General Liability - Each Occurrence	\$	1,000,000	\$	1,000,000
KS Tort Cap - where applicable	\$	500,000	\$	500,000
Annual Aggregate Limit	\$	2,000,000	\$	2,000,000
Employee Benefits Legal Liability (EBL)*	\$	1,000,000	\$	1,000,000
Sexual Abuse Coverage	\$	1,000,000	\$	1,000,000
Pesticide & Herbicide Coverage	\$	1,000,000	\$	1,000,000
Failure to Supply	\$	1,000,000	\$	1,000,000
General Liability Deductible per claim		*None		*None
Sewer Backup (resulting from negligence) *	\$	1,000,000	\$	1,000,000
* Except \$1,000 ded for Sewer Backup and EBL				
General Liability Premium	\$	13,696.00	\$	18,312.00

CITY OF SPRING HILL, KANSAS

EXPOSURE AND PREMIUM COMPARISON

<u>Item of Coverage</u>	2019		2020	
	Renewal		Renewal	
Law Enforcement Liability	Travelers		Travelers	
Law Enforcement Liability - each claim	\$	1,000,000	\$	1,000,000
Annual Aggregate Limit	\$	1,000,000	\$	1,000,000
Law Enforcement Deductible	\$	5,000	\$	5,000
Law Enforcement Premium	\$	7,841.00	\$	8,998.00
Public Official Errors & Omissions Liability	Travelers		Travelers	
Limit of Liability - Each Claim	\$	1,000,000	\$	1,000,000
Annual Aggregate Limit	\$	1,000,000	\$	1,000,000
Public Official Liability Deductible	\$	5,000	\$	5,000
Cyber/Network Security/Data Breach Coverage		Excluded		Excluded
Number of Employees - FT / PT-Seasonal		45 / 70		48 / 70
Public Official Liability Premium	\$	12,891.00	\$	13,735.00
Employment Practices Liability	Travelers		Travelers	
Limit of Liability - Each Claim	\$	1,000,000	\$	1,000,000
Annual Aggregate Limit	\$	1,000,000	\$	1,000,000
Employment Practices Liability Deductible	\$	5,000	\$	5,000
Employment Practices Premium		Incl in P.O.L. above		Incl in P.O.L. above
Business Automobile	Travelers		Travelers	
Limit of Liability - Each Occurrence	\$	1,000,000	\$	1,000,000
Uninsured/Underinsured Motorist	\$	1,000,000	\$	1,000,000
Comprehensive Deductible	\$	1,000	\$	1,000
Collision Deductible (ACV)	\$	1,000	\$	1,000
Number of Vehicles Insured/Trailers		34 Power / 7 trlrs		33 Power / 9 trlrs
Auto Premium	\$	17,854.00	\$	18,822.00
Excess Liability	Travelers		Travelers	
Limit of General Liability - Each Occurrence	\$	3,000,000	\$	3,000,000
Annual Aggregate Limit	\$	3,000,000	\$	3,000,000
Excess Over: General Liability & Auto Liability		YES		YES
Employment Practices Liability		YES		YES
Public Official Liability		YES		YES
Law Enforcement Liability		YES		YES
Excess Liability Premium	\$	4,492.00	\$	4,746.00

CITY OF SPRING HILL, KANSAS

EXPOSURE AND PREMIUM COMPARISON

<u>Item of Coverage</u>	<u>2019</u>	<u>2020</u>
	Renewal	Renewal
Workers Compensation	Travelers	Travelers
Employers Liability Limits - Each Accident	\$ 1,000,000	\$ 1,000,000
Employers Liability Limits - Disease Each Employee	\$ 1,000,000	\$ 1,000,000
Employers Liability Limits - Disease Policy Limit	\$ 1,000,000	\$ 1,000,000
Premium Basis - Payroll	\$ 2,674,416	\$ 3,137,950
Experience Modification Rate	1.00	1.13
Work Comp Premium	\$ 26,564.00	\$ 33,780.00
Cyber Liability	Hiscox	Hiscox
Limit of General Liability - Each Claim	\$ 1,000,000	\$ 1,000,000
Annual Aggregate Limit	\$ 1,000,000	\$ 1,000,000
Retroactive Date	\$ 5,000	\$ 5,000
Deductible	\$ 5,000	\$ 5,000
Cyber Liability Premium	\$ 2,049.00	\$ 2,049.00
Identity Theft for Employees	4/1/18-21 Travelers	4/1/18-21 Travelers
Limit of Liability - Each Claim & Aggregate	\$ 10,000	\$ 10,000
Identity Theft Deductible	Nil	Nil
Identity Theft Premium	\$ 213.00	\$ 213.00
Total Premium	\$ 123,557.00	\$ 140,930.00

Notes:

- (1) Property values increased 5% by Travelers since no increase since 2018. Rates didn't change.
- (2) Equipment values increased nearly 16% with purchase of a few large pieces. Rates didn't change.
- (3) General Liability exposure increased 18% over last year and rates increased due to adverse claim experience in past 2 years.
- (4) Law Enforcement Liability increased due to addition of police officer and rates up slightly
- (5) Public Official Liability and Employment Practices Liability increased due to increased employee count
- (6) Auto premiums are up slightly due to the insurance industry's experience reflecting larger auto claims and more serious claims primarily due to distracted driving.
- (7) Excess Liability premiums increased due to increase in exposures in General Liability, Public Official Liability, and Employment Practices Liability. Also, as in past years, policy does not extend above sexual abuse & molestation, failure to supply coverage, dam failure, and pollution coverage as provided in the General Liability, or uninsured motorist coverage in the auto policy.
- (8) Work Comp premium is up due to the 17% increase in payroll and 13% increase in experience mod rate. The experience mod rate is a 3 year rolling average comparing expected City claims (based on payroll) to actual City claims. This experience mod rate is then applied directly against the standard workers compensation insurance premium. An experience mod rate of 1.00 is the benchmark average. So a rate lower than 1.00 acts as a discount and a rate higher than 1.00 acts as a surcharge when determining the final workers compensation premium.
- (9) Pollution Insurance Indication is provided by attached supplement to this proposal.

CITY OF SPRING HILL, KANSAS

APPROPRIATION ORDER NUMBER 2020-03-12 PRESENTED: March 12, 2020

Be it ordered by the Governing Body of the City of Spring Hill that the above dated order is and shall be approved and all claims honored and paid by the City Clerk.

Section 1:

Claims paid prior to approval of the City Council as authorized by Ordinance 2001-08:

Accounts Payable:	<u>\$53,140.86</u>
Payroll:	<u>\$75,137.57</u>
	<u>\$128,278.43</u>

Section 2:

Claims presented for approval of payment:

Accounts Payable:	<u>\$362,840.08</u>
	\$362,840.08

Total amount of the Appropriation Order: \$491,118.51

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00044 - ALL CITY MANAGEMENT SERVICES, INC					
66840	CROSSING GUARD SERVICES - 2/2 - 2/15/20	100-800-7500			\$ 855.54
Vendor 00044 - ALL CITY MANAGEMENT SERVICES, INC Total:					\$ 855.54
Vendor: 00113 - ATRONIC ALARMS, INC					
390771	FIRE ALARM MONITORING - 3/1 - 5/31/20 - PD	100-720-7190			\$ 84.00
392491	FIRE ALARM MONITORING - 3/1 - 3/31/20 - CH	100-720-7190			\$ 59.00
Vendor 00113 - ATRONIC ALARMS, INC Total:					\$ 143.00
Vendor: 00222 - CINTAS CORPORATION					
5015951781	FIRST AID SUPPLIES	100-620-6110			\$ 25.82
5015951781	FIRST AID SUPPLIES	100-640-6110			\$ 25.81
5015951781	FIRST AID SUPPLIES	510-660-6110			\$ 213.41
5015951781	FIRST AID SUPPLIES	520-670-6110			\$ 213.41
Vendor 00222 - CINTAS CORPORATION Total:					\$ 478.45
Vendor: 01824 - CMI, INC					
8031311	INTOXILYZER DISPOSABLE MOUTHPIECES	100-800-6110			\$ 47.48
Vendor 01824 - CMI, INC Total:					\$ 47.48
Vendor: 00245 - COLEMAN EQUIPMENT INC.					
100-9082	CONCRETE HAMMER	100-640-8110			\$ 6,324.00
407397	MINI EXCAVATOR BUCKET & ANTENNA PARTS	100-640-6750			\$ 128.66
Vendor 00245 - COLEMAN EQUIPMENT INC. Total:					\$ 6,452.66
Vendor: 00354 - DREXEL TECHNOLOGIES INC					
INV15645	ADMINISTRATION SUPPLIES - COM DEV	100-500-6110			\$ 93.88
Vendor 00354 - DREXEL TECHNOLOGIES INC Total:					\$ 93.88
Vendor: 00388 - ETC INSTITUTE					
27543	2020 CITIZEN & BUSINESS SURVEYS	100-2270			\$ 2,257.50
Vendor 00388 - ETC INSTITUTE Total:					\$ 2,257.50
Vendor: 00407 - FASTENAL COMPANY					
KSKS350946	HAND EQUIPMENT & TOOLS	100-640-6660			\$ 35.04
KSKA351104	HAND EQUIPMENT & TOOLS	100-640-6750			\$ 14.94
KSKA351163	HAND EQUIPMENT & TOOLS	100-640-6750			\$ 8.49
Vendor 00407 - FASTENAL COMPANY Total:					\$ 58.47
Vendor: 00421 - FIRST OPTION BANK					
INV0001588	2012 LEASE PAYMENTS - 18100	100-640-8130			\$ 6,765.68
INV0001589	2014 LEASE PAYMENTS - 18355	100-640-8130			\$ 6,606.06
INV0001589	2014 LEASE PAYMENTS - 18355	100-720-8110			\$ 4,084.90
INV0001590	2015 LEASE PAYMENTS - 18491	100-110-8300			\$ 2,982.76
INV0001590	2015 LEASE PAYMENTS - 18491	100-110-8300			\$ 759.26
INV0001590	2015 LEASE PAYMENTS - 18491	100-620-8130			\$ 4,609.90
INV0001590	2015 LEASE PAYMENTS - 18491	100-640-8110			\$ 3,394.41
INV0001590	2015 LEASE PAYMENTS - 18491	100-640-8110			\$ 759.26
INV0001590	2015 LEASE PAYMENTS - 18491	100-800-8130			\$ 4,338.37
INV0001590	2015 LEASE PAYMENTS - 18491	100-800-8130			\$ 4,338.37
INV0001592	2017 LEASE PAYMENTS - 18742	100-110-8110			\$ 711.92
INV0001592	2017 LEASE PAYMENTS - 18742	100-500-8110			\$ 1,078.15
INV0001592	2017 LEASE PAYMENTS - 18742	100-610-8110			\$ 733.49
INV0001592	2017 LEASE PAYMENTS - 18742	100-640-8110			\$ 7,333.72
INV0001592	2017 LEASE PAYMENTS - 18742	100-640-8110			\$ 4,853.23
INV0001592	2017 LEASE PAYMENTS - 18742	100-640-8110			\$ 1,506.39
INV0001592	2017 LEASE PAYMENTS - 18742	100-800-8110			\$ 711.92
INV0001592	2017 LEASE PAYMENTS - 18742	510-660-8110			\$ 1,506.40
INV0001592	2017 LEASE PAYMENTS - 18742	520-670-8110			\$ 7,029.88
INV0001591	2016 LEASE PAYMENTS - 18625	100-620-8110			\$ 1,649.20
INV0001591	2016 LEASE PAYMENTS - 18625	100-620-8130			\$ 2,816.84
INV0001591	2016 LEASE PAYMENTS - 18625	100-640-8110			\$ 1,508.47
INV0001591	2016 LEASE PAYMENTS - 18625	100-640-8110			\$ 1,670.07
INV0001591	2016 LEASE PAYMENTS - 18625	100-640-8110			\$ 2,213.15
INV0001591	2016 LEASE PAYMENTS - 18625	100-800-8130			\$ 4,402.54
INV0001591	2016 LEASE PAYMENTS - 18625	100-800-8130			\$ 4,402.72
Vendor 00421 - FIRST OPTION BANK Total:					\$ 82,767.06

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01765 - G T DISTRIBUTORS, INC					
INV0752375	DEPT UNIFORM PANTS, SHIRTS, JACKETS - OFC DELGADO	100-800-5400			\$ 432.00
INV0752376	DELGADO UNIFORM PANTS	100-800-5400			\$ 90.00
Vendor 01765 - G T DISTRIBUTORS, INC Total:					\$ 522.00
Vendor: 00487 - GRAINGER					
9441776649	CLEANING SOLVENT FOR SHOP TOOLS	100-640-6110			\$ 268.52
Vendor 00487 - GRAINGER Total:					\$ 268.52
Vendor: 00508 - H.E.R.S. INC					
55705	HYDRAULIC HOSE REPAIRS FOR TRACKHOE	100-640-6750			\$ 44.60
Vendor 00508 - H.E.R.S. INC Total:					\$ 44.60
Vendor: 00571 - INLAND TRUCK PARTS COMPANY					
IN-534130	UNIT 233 FILTER REPLACEMENT	100-640-6720			\$ 133.02
Vendor 00571 - INLAND TRUCK PARTS COMPANY Total:					\$ 133.02
Vendor: 00575 - INTERNAL REVENUE SERVICE					
INV0001574	MEDICARE TAXES PAYABLE	100-2100	DFT0001372	02/28/2020	\$ 2,713.16
INV0001574	MEDICARE TAXES PAYABLE	510-2100	DFT0001372	02/28/2020	\$ 182.16
INV0001574	MEDICARE TAXES PAYABLE	520-2100	DFT0001372	02/28/2020	\$ 169.28
INV0001575	SOCIAL SECURITY TAXES PAYABLE	100-2100	DFT0001373	02/28/2020	\$ 11,601.12
INV0001575	SOCIAL SECURITY TAXES PAYABLE	510-2100	DFT0001373	02/28/2020	\$ 778.64
INV0001575	SOCIAL SECURITY TAXES PAYABLE	520-2100	DFT0001373	02/28/2020	\$ 724.20
INV0001576	FEDERAL WITHHOLDING TAX PAYABLE	100-2100	DFT0001374	02/28/2020	\$ 7,695.64
INV0001576	FEDERAL WITHHOLDING TAX PAYABLE	510-2100	DFT0001374	02/28/2020	\$ 375.47
INV0001576	FEDERAL WITHHOLDING TAX PAYABLE	520-2100	DFT0001374	02/28/2020	\$ 400.08
Vendor 00575 - INTERNAL REVENUE SERVICE Total:					\$ 24,639.75
Vendor: 00592 - J & T AUTO SERVICE INC					
5143	REMOVE & REPLACE SPARK PLUGS & INTAKE GASKET	100-800-6720			\$ 333.97
Vendor 00592 - J & T AUTO SERVICE INC Total:					\$ 333.97
Vendor: 01742 - JO CO GOVERNMENT JUSTICE INFO MGNT SYSTEM					
155468	RMS- NICHE HOSTING FEES	100-800-6130			\$ 868.00
Vendor 01742 - JO CO GOVERNMENT JUSTICE INFO MGNT SYSTEM Total:					\$ 868.00
Vendor: 00665 - KA-COMM, INC.					
172769	PORTABLE RADIO BATTERIES	100-800-6110			\$ 401.10
Vendor 00665 - KA-COMM, INC. Total:					\$ 401.10
Vendor: 00706 - KANSAS PAYMENT CENTER					
INV0001572	CHILD SUPPORT 1	100-2130	82627	02/28/2020	\$ 158.31
Vendor 00706 - KANSAS PAYMENT CENTER Total:					\$ 158.31
Vendor: 00764 - KPERS					
INV0001565	KP & F PENSION PAYABLE	100-2110	DFT0001364	02/28/2020	\$ 9,842.94
INV0001566	KPERS TIER 1 PAYROLL	100-2110	DFT0001365	02/28/2020	\$ 4,136.85
INV0001566	KPERS TIER 1 PAYROLL	510-2110	DFT0001365	02/28/2020	\$ 535.54
INV0001566	KPERS TIER 1 PAYROLL	520-2110	DFT0001365	02/28/2020	\$ 264.69
INV0001567	KPERS TIER 2 PAYROLL	100-2110	DFT0001366	02/28/2020	\$ 2,078.67
INV0001567	KPERS TIER 2 PAYROLL	510-2110	DFT0001366	02/28/2020	\$ 381.10
INV0001567	KPERS TIER 2 PAYROLL	520-2110	DFT0001366	02/28/2020	\$ 177.70
INV0001568	KPERS TIER 3 PAYROLL	100-2110	DFT0001367	02/28/2020	\$ 3,087.47
INV0001568	KPERS TIER 3 PAYROLL	510-2110	DFT0001367	02/28/2020	\$ 86.55
INV0001568	KPERS TIER 3 PAYROLL	520-2110	DFT0001367	02/28/2020	\$ 466.03
INV0001569	KPERS 457 PLAN PAYABLE	100-2115	DFT0001368	02/28/2020	\$ 499.32
INV0001570	KPERS 457 PLAN PAYABLE	100-2115	DFT0001369	02/28/2020	\$ 1,598.00
INV0001570	KPERS 457 PLAN PAYABLE	510-2115	DFT0001369	02/28/2020	\$ 85.00
INV0001570	KPERS 457 PLAN PAYABLE	520-2115	DFT0001369	02/28/2020	\$ 55.00
INV0001571	KPERS D & D PAYABLE	100-2110	DFT0001370	02/28/2020	\$ 636.78
INV0001571	KPERS D & D PAYABLE	510-2110	DFT0001370	02/28/2020	\$ 68.70
INV0001571	KPERS D & D PAYABLE	520-2110	DFT0001370	02/28/2020	\$ 62.15
Vendor 00764 - KPERS Total:					\$ 24,062.49
Vendor: 01818 - LOUANN ARMSTRONG					
INV0001597	MILEAGE REIMBURSEMENT - L. ARMSTRONG	100-200-5310			\$ 136.85
Vendor 01818 - LOUANN ARMSTRONG Total:					\$ 136.85

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 00882 - MCANANY, VAN CLEAVE & PHILLIPS					
805223	GENERAL MATTERS	100-110-7170			\$ 1,417.50
805224	PREVENTATIVE HARRASSMENT TRAINING	100-110-7170			\$ 315.00
805224	PREVENTATIVE HARRASSMENT TRAINING	100-800-7170			\$ 135.00
805224	PREVENTATIVE HARRASSMENT TRAINING	510-660-7170			\$ 225.00
805224	PREVENTATIVE HARRASSMENT TRAINING	520-670-7170			\$ 225.00
805226	EMPLOYEE RELATIONS	100-110-7170			\$ 22.50
805227	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$ 112.50
805228	EMPLOYEE RELATIONS MATTER 17	100-110-7170			\$ 315.00
805229	EMPLOYEE RELATIONS MATTER 18	100-110-7170			\$ 360.00
805230	EMPLOYEE RELATIONS MATTER 19	100-110-7170			\$ 4,860.00
805231	EMPLOYEE RELATIONS MATTER 20	100-110-7170			\$ 742.50
826654	GENERAL MATTERS	100-110-7170			\$ 855.00
826656	EMPLOYMENT COUNSEL	100-110-7170			\$ 2,722.50
826658	EMPLOYEE RELATIONS HANDBOOK	100-140-7170			\$ 1,981.00
826660	EMPLOYEE RELATIONS MATTER	100-110-7170			\$ 67.50
826661	EMPLOYEE RELATIONS MATTER 16	100-110-7170			\$ 1,080.00
805225	EMPLOYMENT COUNSEL	100-110-7170			\$ 3,037.50
826663	EMPLOYEE RELATIONS MATTER 21	100-110-7170			\$ 2,904.00
Vendor 00882 - MCANANY, VAN CLEAVE & PHILLIPS Total:					\$ 21,377.50
Vendor: 01729 - MEGA INDUSTRIES CORPORATION					
677 SHKS-20200131	PAY APPLICATION #4 VETERANS PARK PROJECT	300-000-8000			\$ 82,234.94
Vendor 01729 - MEGA INDUSTRIES CORPORATION Total:					\$ 82,234.94
Vendor: 00920 - MICRO CENTER					
7843325	USB THUMB DRIVES FOR KORA REQUEST	100-110-6110			\$ 19.99
Vendor 00920 - MICRO CENTER Total:					\$ 19.99
Vendor: 01740 - MONAKISHA JONES					
INV0001584	MILEAGE REIMBURSEMENT - M. JONES	100-140-7100			\$ 69.80
Vendor 01740 M. JONES					\$ 69.80
Vendor: 00939 - MIDWEST PUBLIC RISK					
INV0001585	2020 MARCH HEALTH INS PREMIUM	100-2120			\$ 66,773.90
INV0001585	2020 MARCH HEALTH INS PREMIUM	510-2120			\$ 7,508.59
INV0001585	2020 MARCH HEALTH INS PREMIUM	520-2120			\$ 4,802.39
Vendor 00939 - MIDWEST PUBLIC RISK Total:					\$ 79,084.88
Vendor: 01013 - OFFICE DEPOT, INC					
421042206001	ADMINISTRATIVE SUPPLIES - CH	100-110-6110			\$ 196.31
INV0001586	OFFICE SUPPLY - CH	100-110-6110			\$ 14.09
INV0001587	OFFICE SUPPLIES - CH	100-110-6110			\$ 73.85
444876015001	ADMINISTRATIVE SUPPLIES - PW	100-620-6110			\$ 162.05
445244485001	OFFICE SUPPLY - CH	100-110-6110			\$ 104.63
445250603001	OFFICE SUPPLY - CH	100-110-6110			\$ 12.20
445936479001	ADMINISTRATIVE SUPPLIES - PW	100-610-6110			\$ 15.29
448505251001	OFFICE SUPPLIES - CH	100-110-6110			\$ 93.25
Vendor 01013 - OFFICE DEPOT, INC Total:					\$ 671.67
Vendor: 00005 - PRAXAIR DISTRIBUTION INC					
94704305	CYLINDER RENTAL	100-640-7230			\$ 88.74
Vendor 00005 - PRAXAIR DISTRIBUTION INC Total:					\$ 88.74
Vendor: 01133 - REJIS COMMISSION					
433002	LEWEB SUBSCRIPTION RENEWAL - FEBRUARY 2020	100-800-7700			\$ 44.83
433142	REJIS MEMBERSHIP - VPN CONNECTION	100-800-7700			\$ 70.00
Vendor 01133 - REJIS COMMISSION Total:					\$ 114.83
Vendor: 01759 - ROBERT HALF INTERNATIONAL					
54785671	ACCOUNTING CLERK - WEEK ENDING 11/22/2019	100-200-7190			\$ 940.00
Vendor 01759 - ROBERT HALF INTERNATIONAL Total:					\$ 940.00
Vendor: 01158 - ROYAL METAL INDUSTRIES, INC					
312096	METAL FOR SPREADER RACK	100-640-6750			\$ 22.00
312291	METAL FOR SPREADER RACK	100-640-6750			\$ 21.00
Vendor 01158 - ROYAL METAL INDUSTRIES, INC Total:					\$ 43.00
Vendor: 01171 - SANTA FE TOW SERVICE, INC					
462123	#204 TOW CHARGE TO SHOP FOR REPAIRS	100-640-6720			\$ 216.00
Vendor 01171 - SANTA FE TOW SERVICE, INC Total:					\$ 216.00

<u>Payable Number</u>	<u>Description (Payable)</u>	<u>Account Number</u>	<u>Payment Number</u>	<u>Payment Date</u>	<u>Amount</u>
Vendor: 01828 - SMARTFORCE TECHNOLOGIES INC					
3848A	SMART FORCE ANNUAL SUBSCRIPTION	100-800-6130			\$ 2,500.00
Vendor 01828 - SMARTFORCE TECHNOLOGIES INC Total:					\$ 2,500.00
Vendor: 01241 - SPRING HILL OIL (PW)					
INV0001577	FUEL - PW	100-610-6710			\$ 98.86
INV0001577	FUEL - PW	100-620-6710			\$ 482.23
INV0001577	FUEL - PW	100-640-6710			\$ 2,062.07
INV0001577	FUEL - PW	100-640-6710			\$ 90.38
INV0001577	FUEL - PW	510-660-6710			\$ 493.47
INV0001577	FUEL - PW	520-670-6710			\$ 830.36
Vendor 01241 - SPRING HILL OIL (PW) Total:					\$ 4,057.37
Vendor: 01261 - STAPLES ADVANTAGE					
8057391501	OFFICE CHAIR - ADMINISTRATION	100-100-6110			\$ 78.23
Vendor 01261 - STAPLES ADVANTAGE Total:					\$ 78.23
Vendor: 01263 - STATE BANK OF SPRING HILL					
INV0001593	2017 LEASE PAYMENTS - 7030612	100-110-8300			\$ 11,455.95
INV0001593	2017 LEASE PAYMENTS - 7030612	510-660-8300			\$ 5,727.74
INV0001593	2017 LEASE PAYMENTS - 7030612	520-670-8300			\$ 5,727.74
INV0001594	2018 LEASE PAYMENTS - 7030950	100-110-8300			\$ 8,455.51
INV0001594	2018 LEASE PAYMENTS - 7030950	100-800-8110			\$ 4,380.53
INV0001594	2018 LEASE PAYMENTS - 7030950	100-800-8110			\$ 5,506.03
INV0001594	2018 LEASE PAYMENTS - 7030950	100-800-8110			\$ 2,611.14
INV0001594	2018 LEASE PAYMENTS - 7030950	510-660-8300			\$ 4,227.93
INV0001594	2018 LEASE PAYMENTS - 7030950	520-670-8300			\$ 4,227.93
INV0001595	2019 LEASE PAYMENTS - 7031271	320-000-8110			\$ 12,981.60
INV0001595	2019 LEASE PAYMENTS - 7031271	320-000-8110			\$ 3,165.48
INV0001595	2019 LEASE PAYMENTS - 7031271	320-000-8110			\$ 5,869.37
Vendor 01263 - STATE BANK OF SPRING HILL Total:					\$ 74,336.95
Vendor: 00692 - STATE OF KANSAS					
INV0001578	PROP TAX EXEMPTION APPLICATION FEE-WTR TOWER SITE	510-660-7130			\$ 400.00
Vendor 00692 - STATE OF KANSAS Total:					\$ 400.00
Vendor: 00777 - STATE OF KANSAS					
20-203	CONFIDENTIAL PLATE REGISTRATION - POLICE	100-800-8130			\$ 70.00
Vendor 00777 - STATE OF KANSAS Total:					\$ 70.00
Vendor: 01520 - TOWNER COMMUNICATIONS LLC					
11630	PROFESSIONAL SERVICES PHONE SUPPORT	100-110-7190			\$ 90.00
11630	PROFESSIONAL SERVICES PHONE SUPPORT	510-660-7190			\$ 90.00
11630	PROFESSIONAL SERVICES PHONE SUPPORT	520-670-7190			\$ 90.00
11872	PROFESSIONAL SERVICES PHONE SUPPORT	100-110-7190			\$ 135.00
Vendor 01520 - TOWNER COMMUNICATIONS LLC Total:					\$ 405.00
Vendor: 01395 - VALIDITY SCREENING					
186930	BACKGROUND SCREENING	100-200-7190			\$ 75.10
186930	BACKGROUND SCREENING	100-300-7190			\$ 57.00
186930	BACKGROUND SCREENING	100-640-7190			\$ 58.10
186930	BACKGROUND SCREENING	100-730-7190			\$ 58.10
Vendor 01395 - VALIDITY SCREENING Total:					\$ 248.30
Vendor: 01465 - WATER DISTRICT #7					
INV0001596	WATER UTILITY SERVICE - 22785 W 220TH - 1/20-2/18	520-670-7620			\$ 20.78
Vendor 01465 - WATER DISTRICT #7 Total:					\$ 20.78
Vendor: 01505 - WITHHOLDING TAX					
INV0001573	KANSAS WITHHOLDING TAX PAYABLE	100-2100	DFT0001371	02/28/2020	\$ 3,876.36
INV0001573	KANSAS WITHHOLDING TAX PAYABLE	510-2100	DFT0001371	02/28/2020	\$ 191.68
INV0001573	KANSAS WITHHOLDING TAX PAYABLE	520-2100	DFT0001371	02/28/2020	\$ 212.27
Vendor 01505 - WITHHOLDING TAX Total:					\$ 4,280.31
Grand Total:					\$ 415,980.94

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: HEATHER POOLE, FACILITY MANAGER
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Consent Item: Facility Usage agreement with the YMCA of Greater Kansas City

Background: For the last five years, the YMCA has successfully taught their certified swim program in our facility for group lessons. Aquatic Center staff continues to provide private lessons.

Analysis: The swim lesson program carries with it the reputation of the YMCA which has had a successful program for many years at multiple locations. Group lessons will be provided in two sessions providing multiple lessons over the course of two weeks for each of the classes offered. The agreement includes a cost per class and in the event that a class does not fill, the City will not be charged for these classes as long as proper notice is given. The agreement allows the flexibility of offering additional classes based on community interest. Lifeguards and facility management will be provided by the Aquatic Center during group swim lessons.

Alternatives:

1. Approve the facility usage agreement with the YMCA.
2. Deny the facility usage agreement with the YMCA.
3. Table the issue and direct staff to further research.

Funding Review or Budgetary Impact: Aquatic Center expenses, including the cost of swim lessons through the YMCA, are paid from the Aquatic Center department budget within the general fund. Expenses related to this agreement will be offset by the revenues generated from class registration fees. Increase in cost per class did occur for this year due to YMCA increase in their operating cost. Current session prices continue to cover the City's cost of providing the group swim lessons; however, with any future increases the City will need to consider increasing the cost of the classes in order to provide adequate cost recovery.

Legal Review: n/a

Recommendation: Staff recommends that the Council approve the facility usage agreement with the YMCA for the 2020 season.

Attachments:

- 1) Facility usage agreement – Redline version

FACILITY USAGE AGREEMENT

THIS FACILITY USAGE AGREEMENT (the “**Agreement**”), dated as of _____, 2020 is made and between the **YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER KANSAS CITY** (the “**YMCA**”), a Missouri nonprofit corporation, and **THE CITY OF SPRING HILL, KANSAS, a Kansas municipal corporation** (the “**CITY**”). Said “**parties**” or a “**party**”, intending to be legally bound, and for the mutual benefits and good and sufficient considerations set out below, hereby agree as follows:

RECITALS:

- A. The CITY owns and operates a facility located in the City of Spring Hill, Kansas, known as the Spring Hill Aquatic Center (the “**Center**”) which includes a swimming pool and locker rooms (the “**Amenities**”), and the YMCA desires to utilize the Center for its YMCA Swim Lesson program during the 2020 swim season;
- B. The YMCA has provided continuous service to the Kansas City metropolitan community for more than 150 years in the areas of youth development, health living and social responsibility and is committed to strengthening the foundations of community by working closely with community leaders, program and member participants, and key partners;
- C. The primary purpose of the YMCA is to promote the spiritual, intellectual, social and physical welfare of all persons. To further promote the YMCA’s primary purpose in the area, the CITY has agreed to enter into an arrangement pursuant to which the YMCA will provide the YMCA Swim Lesson program during the 2020 swim season where participants may access the Center upon the terms and conditions set forth herein;

NOW, THEREFORE, in furtherance of the purposes set forth above, the parties hereto agree as follows:

- 1. **Grant to YMCA.** The CITY grants the YMCA the right to use the Amenities pursuant to a program schedule as it may be reasonably amended and agreed upon by the CITY and YMCA during the term of this Agreement.
- 2. **Scheduling.** Representatives of the CITY and the YMCA shall meet to determine the written schedules for the YMCA’s usage of the Amenities. The agreed upon schedules shall be in writing for the period beginning June 1, 2020 and ending July 31, 2020. Notwithstanding the above, the CITY shall not be required to operate the facility during hours different than the normal hours of operation.
- 3. **CITY Resources.** The CITY will manage and provide ample parking for all participants, parents, community attendees and associates for the YMCA’s use of the Amenities pursuant to this Agreement. The CITY is responsible to provide a 1:25 lifeguards to participant ratio (one (1) lifeguard to every twenty-five (25) participants) per YMCA policies and procedures. The CITY will provide all on-deck and locker-room supervision.

4. **YMCA Resources.** The YMCA will provide the YMCA Swim Lesson program instructors and materials for the duration of the session(s).
5. **Fees and cancellation exceptions.** For delivery of the YMCA Swim Lesson program, the City will pay the YMCA a fee of ~~\$206.00~~230.00 per class. Each class will consist of no more than six students, except for the Swim Starters Class which will consist of no more than 10 Adult/Child pairs.

Invoices will be delivered three days after the session start dates (Session One; June 18, 2020 and Session Two; July 16, 2020). Payment will be due within 30 days of receipt of the invoice.

6. **Term and Termination.** The term of this Agreement shall commence upon date of signing and terminate July 31, 2020. The City and the YMCA agree that either party may terminate this Agreement, for any reasons or no reason at all, without penalty or liability by giving 60 days written notice. In the event of such termination, the CITY will pay the YMCA those fees earned to date of termination.
7. **Restriction on Use; Rules and Regulations.** The YMCA shall use the Amenities solely for the purposes of its programs described in Section 1 above and no other purposes. The usage of the Amenities by the YMCA shall be in such a manner so as not to interfere with the CITY operation of its business at the Center. Each party shall abide by all pertinent state and local statutes, ordinances and regulations.
8. **Indemnification.** The CITY shall defend, hold harmless and indemnify the YMCA and its affiliates, officers, employees, agents, and directors, from and against all claims, liabilities, costs, damages, expenses and attorneys' fees to the extent caused by the alleged negligent acts or omissions or willful misconduct of the CITY or its employees that occur while the CITY is fulfilling duties under this Agreement.

The YMCA shall defend, hold harmless and indemnify the CITY, its officers, employees, agents, Mayor and City Council members, from and against all claims, liabilities, costs, damages, expenses and attorneys' fees to the extent caused by the alleged negligent acts or omissions or willful misconduct of the YMCA or its agents, contractors or employees that occur while the YMCA is fulfilling its duties or the result from its participants use of the CITY's Center and Amenities under this Agreement.

Each party agrees to tender the defense of any such claim for which indemnification is sought to the other indemnifying party and agrees to reasonably cooperate fully with the indemnifying party in the defense of the claim. YMCA staff and participants will sign the standard YMCA participation waiver, and, if applicable, the standard Guest Waiver forms provided by the CITY. YMCA shall provide CITY a copy of all such signed waivers obtained by the YMCA.

9. **Insurance.** The YMCA shall obtain and provide insurance coverage with respect to activities of the YMCA contemplated under this agreement. The nature and amounts of such coverage are described in attached **Exhibit A**. Before June 1, 2020, the YMCA shall provide the CITY a Certificate of Insurance naming the CITY as an additional insured. The Certificate of Insurance shall agree to provide the CITY at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.
10. **Insurance Procured by CITY.** The CITY shall obtain and provide insurance coverage with respect to activities of the CITY contemplated under this agreement. The nature and amounts of such coverage are described in attached **Exhibit B**. Before June 1, 2020, the CITY shall provide the YMCA a Certificate of Insurance naming the YMCA as an additional insured. The Certificate of Insurance shall agree to provide the YMCA at least ten (10) days prior written notice of any terminations, cancellations, lapse, or material alteration in coverage.
11. **Further Actions; Reasonableness and Cooperation by Parties; Time for Certain Actions.** Each party agrees to take such further actions and to execute such additional documents or instruments as may be reasonably requested by the other party to carry out the purpose and intent of this Agreement. Except where expressly stated to be in a party's sole discretion, or where it is stated that a party has the ability to act in its sole judgment or for its own uses or purposes, wherever it is provided or contemplated in this Agreement that a party must give its consent or approval to actions or inactions by the other party or a third party in connection with the transactions contemplated hereby, such consent or approval will not be unreasonably withheld or delayed nor will any other determinations which must be made by a party in the course of performing and administering this Agreement be unreasonably made. The CITY and the YMCA each also agree to cooperate with and reasonably assist each other in good faith in carrying out the purpose and intent of this Agreement. If no time period is set hereunder for a party to approve or consent to an action or inaction by the other party or a third party such approval shall be given or affirmatively withheld in writing within ten (10) days after it is requested in writing or it shall be deemed given.
12. **Default; Cure Rights; Remedies.** In the event either party fails to perform any of its obligations under this Agreement for a period of ten (10) days after written notice from the other party describing such failure, without further notice the non-performing party shall be deemed in default hereunder and the other party shall have such rights and remedies as are provided at law and equity generally for the type of default in question.
13. **Force Majeure.** If, by reason of force majeure, either party is unable in whole or in part to carry out its obligations under this Agreement, such party shall not be deemed in default during the continuance of such inability, provided reasonably prompt notice thereof is given to the other party. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other

industrial disturbances; acts of public enemies or military authority; insurrections, riots, terrorist acts; landslides, earthquakes; fires; storms, drought, floods or other severe weather conditions; explosions; breaks or accident to HVAC, utility lines, machinery, or waste disposal systems; or any other cause or event not reasonably within the control of such party and not resulting from its negligence or intentional wrongful acts or omissions. Provided, however, that this Section shall not be applicable to payments of monies due under this Agreement.

- 14. Notices.** All notices required or desired to be given hereunder shall be in writing, and all such notices and other written documents required or desired to be given hereunder shall be hand delivered, or sent by registered or certified mail, electronic mail or by a recognized overnight delivery service such as Federal Express, as follows:

If to the Commission: City of Spring Hill, Kansas
401 N. Madison
P.O. Box 424
Spring Hill, KS 66083
Attn: Glenda Gerrity, City Clerk
Email: glenda.gerrity@springhillks.gov

If to the YMCA: YMCA of Greater Kansas
3100 Broadway, Suite 1020
Kansas Commission, MO 64111
Attn: Chief Financial Officer, Kelli McClure
Email: kellimcclure@kansascityymca.org

Notices shall be deemed duly given upon hand delivery, or upon mailing, first class postage or overnight delivery charge prepaid, addressed as above indicated.

- 15. General Provisions.** This Agreement constitutes the complete understanding between the parties regarding the subject matter hereof, superseding all prior and contemporaneous understandings and agreements between them, oral and written, on the same subject. This Agreement shall be construed in accordance with the laws of the State of Kansas except those pertaining to conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign its rights or interests under this Agreement without the prior written consent of the other party. Should any part, term or provision of this Agreement be declared illegal or in conflict with any law, rule, or regulation, the validity of the remaining portion, terms, or provisions shall not be affected thereby. The Recitals set forth at the beginning of this Agreement are true and correct and an important part of this Agreement and shall be given full force and effect. The captions at the beginning of Sections are used for convenience only and are not to be used in attempting to construe any part of this Agreement. None of the provisions of this Agreement may be amended without the written consent of both parties. Any waiver by a party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this

Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound. Each person executing this Agreement is a representative and warrants and represents that such person has the authority to do so and will furnish proof of such authority in customary form upon request of the other party. This Agreement may be executed at different times and in any number of originals or counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument. In proving or enforcing this Agreement, it shall only be necessary to produce one such counterpart executed by the party against whom enforcement is sought.

- 16. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and this Agreement and related documents (including signatures of parties to this Agreement and related documents) may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.
- 17. Optional Evidence of Execution.** Each party may enter into this Agreement by sending the other party a facsimile (fax) or PDF e-mail copy of its signature hereon with such party, upon request, to provide the other party with an original executed copy of this Agreement as soon as reasonably possible thereafter.
- 18. Venue: Attorneys' Fees.** Any litigations arising out of or related to this Agreement shall be brought only in the District Court of Johnson County, Kansas, and in no other Court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses incurred in litigation.
- 19. Compliance with Kansas Act Against Discrimination and Other Discrimination Laws.** To the extent applicable, with respect to all services and activities to be performed by either party under this Agreement, each party agrees to comply with requirements of K.S.A. 44-1030 of the Kansas Acts Against Discrimination. Each party further agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Each party agrees to indemnify and hold the other harmless from any failure by a party to comply with all such requirements with respect to performance of the services and activities contemplated under the Agreement.
- 20. Application of Kansas Tort Claim Act.** The CITY is a governmental entity within the meaning of K.S.A 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, CITY Council members and Mayor shall be determined pursuant to the provisions of the Act. The CITY shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the YMCAS or to third parties.

21. Relationship of the Parties: The CITY and the YMCA are separate entities. Nothing in this Agreement shall be constructed to create or imply an agency, participation or joint venture between the parties hereto, nor shall any CITY Council member, Mayor, officer, director, employee or agent of either party be deemed to be a CITY Council member, Mayor, officer, director, employee or agent of the other party for any purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

"CITY"
CITY OF SPRING HILL, KANSAS, a municipality
organized under the State of Kansas

Signed: _____

Steven M. Ellis, Mayor

ATTEST:

Signed: _____

Glenda Gerrity, City Clerk

(SEAL)

APPROVED AS TO FORM:

Signed: _____

Frank H. Jenkins, Jr., City Attorney

"YMCA"
YOUNG MEN'S CHRISTIAN ASSOCIATION OF
GREATER KANSAS CITY, a Missouri nonprofit
corporation and Charitable Organization

Signed: _____

Printed: _____

Title: Chief Financial Officer

EXHIBIT A

Insurance Coverage to be provided by YMCA

We require that you provide us with evidence of insurance with the minimum requirements outlined below:

I. Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.

II. Employment Practices Liability (Including third party coverage)

Each Claim and Aggregate	\$1,000,000
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Above coverage to include third party discrimination and harassment, including sexual harassment.

III. Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory Limits
Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

IV. Umbrella Liability

Each Occurrence and Aggregate	\$2,000,000
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Above coverage to include abuse and molestation. The City of Spring Hill and Spring Hill Recreation Commission are to be named as additional insured on a primary basis.

V. Property

Property of Others in Your Care, Custody & Control

\$ N/A

VI. Waiver of Subrogation

YMCA, and in addition, its insurers, through policy endorsement, and to the fullest extent permitted by law, waives all rights against City for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, or workers compensation and employers liability insurance maintained per the requirements stated above.

The above coverages must be placed with an insurance company with an A.M. Best rating of A-: VII or better. In addition to the certificate, evidence shall be provided that the party named as additional insured in the certificate is also made an additional insured in the policy or is made an additional insured by endorsement.:

EXHIBIT B

Insurance Coverage to be provided by CITY

We require that you provide us with evidence of insurance with the minimum requirements outlined below:

I. Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Each Occurrence	\$1,000,000

Above coverage to include abuse and molestation. The YMCA of Greater Kansas City is to be named additional insured on a primary basis.

II. Employment Practices Liability (Including third party coverage)

Each Claim and Aggregate	\$1,000,000
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Above coverage to include third party discrimination and harassment, including sexual harassment.

III. Workers Compensation and Employer's Liability

Workers' Compensation	State Statutory
Limits Employer's Liability	
Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$500,000 each employee

IV. Umbrella Liability

Each Occurrence and Aggregate	\$2,000,000
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V. Property

Property of Others in Your Care, Custody & Control	\$ <u> N/A </u>
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The above coverages must be placed with an insurance company with an A.M. Best rating of A-: VII or better. In addition to the certificate, evidence shall be provided that the party named as additional insured in the certificate is also made an additional insured in the policy or is made an additional insured by endorsement.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: HEATHER POOLE, FACILITY MANAGER
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Consent Action Item: 2020 Aquatic Center Group Swim Lesson Rates

Background: The Spring Hill Aquatic Center is entering its eleventh season serving Spring Hill residents and surrounding areas and its fifth year providing group swim lessons in coordination with the YMCA of Greater Kansas City. The YMCA provides the swim instructors and the City provides facility management and lifeguards during group swim sessions.

Analysis: In the 2020 agreement with the YMCA, the cost of sessions increased from \$206 to a negotiated price of \$230 for swim instructor services. At this time, staff calculates that the current pricing structure for participants continues to provide cost recovery for the group swim lessons even with the proposed cost increase. However, as costs increase in future years under the agreement with the YMCA, the City will need to consider adjusting the class pricing structure for participants. Currently, the City's pricing structure is competitive with surrounding facilities.

Participants enrolling under the early bird rate, prior to April 30th, receive a discount of \$10.00.

The importance of approving the rates at this time is to allow staff to properly advertise the 2020 group swim lesson sessions.

Funding Review or Budgetary Impact: All revenue generated from the Aquatic Center is deposited into the general fund and intended to offset the Aquatic Center expenditures.

Alternatives:

1. Approve the 2020 group swim lesson rates.
2. Deny the 2020 group swim lesson rates.
3. Table the issue and direct staff to further research.

Legal Review: n/a

Recommendation: Staff recommends that the Council approve the 2020 group swim lesson rates.

Attachments:

- 1) 2020 Rate Summary approved February 27th – group lesson rates added in red



2020 Aquatic Center Rates

Admissions	Non-resident rate	Resident rate
Individual Season Pass	\$85.00	\$65.00
Household Season Pass <i>(includes 6 at same residence; \$10 for each additional household member)</i>	\$150.00	\$115.00
Punch Pass	\$40 for 10 visits	n/a
Daily admission (ages 3 and older)	\$5.00	n/a
Group admission <i>(Pre-registered group of 12 or more patrons)</i>	\$3.50	n/a
Senior admission (ages 62 and older)	free	free
Toddler admission (age 2 and younger)	free	free
Twilight admission (after 6 p.m.)	\$3.50	n/a
Private after hours parties	Two hour rental	Three hour rental
Option 1 <i>(Zero depth/kiddie play area, and family slide)</i>	\$155.00	\$230.00
Option 2 <i>(Main pool, diving boards, climbing wall and drop slide)</i>	\$200.00	\$300.00
Option 3 <i>(Option 1 & 2 bundled)</i>	\$275.00	\$400.00
Option 4 <i>(Entire facility with lazy river and north river tube slide)</i>	\$400.00	\$600.00
Cabana Birthday Party Packages	Two hour rental & 12 youth and 3 adult admissions	
Fish Tales (basic)		\$135.00
Dolphin-tastic (deluxe)		\$150.00
A Whale of a time (elite)		\$175.00
Cabana Rentals	Two hour rental	
		\$30.00
Group Swim Lessons		
<i>(contracted with the YMCA of Greater Kansas City)</i>		
June and July Session - 24 total classes offered	Early bird rate	Regular rate
	\$55.00	\$65.00
Private Swim Lessons	Three (3) 45 minute sessions	Six (6) 45 minute sessions
	\$60.00	\$100.00
River Walking Punch Pass	Regular rate	Early bird rate
River walking is an excellent exercise - this low-impact workout is great for joints, muscles, and bones. The water's resistance helps you to build strength while you stay cool.	\$15 for 5 visits	n/a

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: JIM HENDERSHOT, CITY ADMINISTRATOR
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Consent Agenda: Consideration of contract, Commenco, LLC.

Issue: Consideration of contract for services with Commenco, LLC to install equipment on the City Hall communications tower and Rural Fire District #2 tower.

Background: The City of Spring Hill has been coordinating with Johnson County for several months to develop a direct connection to JOCO JIMS, or Johnson County Justice Information Management System. This direct connection is required for a secure link to provide opportunities for video arraignment between the JOCO Jail and Spring Hill Municipal Court. Equipment will be installed on both the City Hall tower and the tower at Fire District #2. The City currently has an agreement with Johnson County for use of the Fire District #2 tower. The proposed contract amount is \$6454.00. Any equipment to be supplied by the City has been previously purchased.

Currently inmates are transported to and from the Johnson County Jail to Spring Hill Municipal Court by Spring Hill officers. Installation of the equipment and the resulting video arraignment is beneficial by:

- Reduces or eliminates transport of inmates from County Jail to Spring Hill Municipal Court resulting in.
 - Increased availability of officers in Spring Hill
 - Increased safety for officers and inmates
 - Reduction in opportunities for escape
 - Reduction in officer overtime

Alternatives: Approval, denial, table pending further review

Legal Review: City Attorney Frank Jenkins has reviewed the proposed contract.

Funding Review or Budgetary Impact: Equipment Reserve Fund. Funds budgeted in 2018 in the amount of \$10,000. Balance available for use in livestreaming project.

Recommendation: Staff recommends approval of the contract with Commenco, LLC in the amount of \$6,454.00 and authorizing the Mayor to sign related contract documents.

Attachments: Contract for Services, Commenco, LLC.

CITY OF SPRING HILL, KANSAS,
PURCHASING CONTRACT
FOR SERVICES

THIS CONTRACT ("**Contract**") is made and entered in Spring Hill, Kansas, effective as of the 2 day of MARCH, 2020, (the "**Effective Date**") by and between the City of Spring Hill, Kansas, a Kansas municipal corporation ("**City**"), and Commenco, LLC, a Missouri limited liability company authorized to do business in Kansas ("**Contractor**").

1. **The Contract Documents; Signatures.** Attached to this contract document as **EXHIBIT A** is a description of the services to be provided by Contractor to City, and the price of those services. Attached to this contract document as **EXHIBIT B** is a form of certificate of non-discrimination, hereafter referenced below. Attached to this contract document as **EXHIBIT C** is a list of insurance requirements for Contractor to meet and provide, hereafter referenced below. This contract document, and attached **EXHIBITS A, B, AND C** constitute the entire Contract. The only signature lines to be executed by both City and Contractor are on page 5 of this contract document (i.e., no further signatures on **EXHIBITS A, B, OR C**).
2. **Price; Payment.** The price for the services, as stated in **EXHIBIT A**, is ~~\$6,454.00~~4,116.40. Upon satisfactory completion of the services, Contractor shall submit an invoice to City. City agrees to pay the same within 30 days of receipt of the invoice.
3. **Completion Date; Time.** The date for completion of all services to be provided under this Contract is MAY 7, 2020. If the services are not completed within the agreed upon time as specified, plus any extensions thereof allowed under an amendment or change order, then City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay City ZERO Dollars (\$ 0) for each and every calendar day that expires following the time specified. Time is of the essence in this Contract.
4. **Subcontractors.** If Contractor uses subcontractors to fulfill part of this Contract, Contractor shall provide City in writing the name, address, and contact information of each subcontractor prior to the time the subcontractor commences delivery of any part of the services to City. City reserves the right to prohibit Contractor's use of any subcontractor. Insurance requirements in attached **EXHIBIT C** for approved subcontractors must be met before any subcontractor performs any services on behalf of Contractor under this Contract.

5. **Change Order, Amendment, or Modification of Contract.** Any extension, change, change order, amendment, or modification of this Contract shall be made only in writing, signed by City and Contractor.
6. **Entire Contract.** This Contract constitutes the entire agreement between the City and Contractor on this subject, and as such is intended to be the exclusive statement of the promises, representations, and negotiations made in connection with the subject matter hereof.
7. **Waiver.** No waiver of any provision of this Contract shall be effective unless agreed in writing by the party against whom such waiver is sought to be enforced. Waiver of any breach or default hereunder shall not constitute a waiver of any other default or breach, whether similar or otherwise.
8. **Applicable Law; Venue; Attorney Fees.** This Contract is made in Kansas and is to be interpreted and enforced under Kansas law. Any litigation between the parties arising out of or related to this Contract shall be brought only in the District Court of Johnson County, Kansas, and in no other court or location. In any such litigation, the prevailing party shall be entitled to an award of reasonable attorneys' fees and expenses incurred in the litigation.
9. **Compliance With Kansas Acts Against Discrimination, and Other Discrimination Laws.** To the extent applicable, with respect to all services provided by Contractor under this Contract, Contractor agrees to comply with the requirements of 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). Contractor also agrees to comply with all ADA, Civil Rights Act, and Age Discrimination and Employment Act (ADEA) requirements and obligations. Contractor agrees to indemnify and hold City, its officers, Council members, Mayor, employees, volunteers, and agents harmless from all claims and damages, including but not limited to attorneys' fees and expenses, arising from any failure by Contractor to comply with all such requirements of this Section with respect to all services under this Contract. Contractor shall assure that its subcontractors and suppliers comply with the requirements of this Section. To confirm compliance, Contractor shall execute and deliver to City, at the same time as when this Contract is executed, a certificate in the form attached hereto as **EXHIBIT B.**
10. **Insurance; Additional Insured; Waiver of Subrogation.** At the time this Contract is executed, Contractor shall provide evidence satisfactory to City that all insurance requirements of Contractor stated in attached **EXHIBIT C** have been met and are in effect. Contractor shall maintain such insurance, at its sole cost and expense, throughout the duration of this Contract. If City is to be named as an additional insured on any policy, and the certificate of insurance delivered to City states that such additional insured must be authorized in the policy or that a policy endorsement is needed to make the City an additional insured, then

Contractor shall provide City evidence of such policy authorization or endorsement, as applicable, at the same time as the certificate is delivered to City. With respect to any waiver of subrogation required in EXHIBIT C, at the same time as Contractor provides evidence of insurance under EXHIBIT C, Contractor shall provide City evidence that the policy authorizes such waiver of subrogation, or a policy endorsement waiving subrogation, as applicable.

11. **Indemnity of City.** Contractor, at its sole cost and expense, shall indemnify, hold harmless and protect the City, including its officers, employees, agents, Mayor, City Council members, and volunteers from and against any and all *Loss*. “*Loss*” means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine, or otherwise (including attorneys’ fees and expenses), in connection with any action, proceeding, demand, or claim, whether real or spurious, for injury, including death, to any person or persons or for damages to or loss of, or the loss of use of, property of any person, firm or corporation, including the parties hereto, which arises out of, or is connected with, or is claimed to arise out of or be connected with, any intentional, wanton or negligent act or omission of the Contractor, its agents, employees, officers, subcontractors, suppliers, or Contractor members. However, this hold harmless and indemnification shall not apply to the extent such “*Loss*” results from any negligent, intentional or wanton act or omission on the part of the City, its officers, agents, employees, Mayor, City Council members, or volunteers.
12. **Remedy of Defective Services; Contractor Warranties.** If any defects in the services provided by Contractor to City are discovered within two (2) years from the delivery of the services to City, Contractor shall promptly remedy such defects at its own expense. In addition to, and not in lieu of, the immediately preceding sentence, all services are being delivered to City by Contractor with an express and implied warranty of merchantability and an express and implied warranty of fitness for a particular purpose.
13. **Notices.** Notices shall be deemed duly given and delivered upon hand-delivery, or upon mailing, first class or overnight delivery, charges pre-paid, or upon emailing, addressed as below indicated.

If to the City: City of Spring Hill, Kansas
401 North Madison Street
P.O. Box 424
Spring Hill, KS 66083
Attn: Glenda Gerrity, City Clerk
Email: glenda.gerrity@springhillks.gov

If to Contractor: Commenco, LLC
Attn: ~~Jim Outman~~ *Ralph Aguilar*
Capacity: *Director of Commercial Services*

4901 Bristol Avenue
Kansas City, Mo. 64129
Email: ralpha@commenco.com

14. **Application of Kansas Tort Claims Act.** The City is a governmental entity within the meaning of K.S.A. 75-6106 (Kansas Tort Claims Act). The liability for each of the acts or omissions of its officers, employees, agents, volunteers, City Council members, and Mayor shall be determined pursuant to the provisions of that Act. City shall not be deemed to have waived any defense available to it under the provisions of the Act, whether with respect to the Contractor or to third parties.
15. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, the parties and their respective successors, and permitted assigns.
16. **Default.** If either party is in breach of this Contract, the other party may give the breaching party a 10-day written notice of the breach. The breaching party shall have 10 days from receipt of the written notice in which to cure the breach. If the breach is not cured within 10 days after the breaching party receives notice of the breach, the party giving the notice may declare the breaching party in default. In the event of such declaration of default, the party declaring the default may exercise its remedies provided under the law.
17. **Termination for Convenience by City.** Notwithstanding Section 16 above, City may terminate this Contract at any time for convenience, for any reason or no reason at all, by delivering written notice of termination to Contractor. In the event of termination, City shall pay Contractor for the reasonable value of the services provided to the date of delivery of the termination notice.
18. **Relationship of the Parties.** The City and Contractor are separate entities. Nothing in this Contract shall be construed to create or imply an agency, partnership, or joint venture between the parties hereto, nor shall any City Council member, Mayor, officer, director, member, employee or agent of either party be deemed to be a City Council member, Mayor, officer, director, member, employee or agent of the other party for any purpose.
19. **Assignment.** This Contract may not be assigned by either party without the prior written consent of the other party.

“CITY”

City of Spring Hill, Kansas, a Kansas
municipal corporation

By: _____
Steven M. Ellis, Mayor

ATTEST:

By: _____
Glenda Gerrity, City Clerk

APPROVED AS TO FORM:

By: _____
Frank H. Jenkins, Jr., City Attorney

“CONTRACTOR”

Commenco, LLC
A Missouri limited liability company

By: Ralph Aguilar
(Signature)

Printed Name: Ralph Aguilar

Capacity: Director of Commercial Service

EXHIBIT A

Description of Services and Price

(See Attached)



4901 BRISTOL AVE. • KANSAS CITY, MO. 64129
(816)753-2166 • FAX (816)753-3688

Quote Number: 2018-294

Date 02 20 2020 Sales person Jim Outman Service labor

Customer City of Spring Hill KS

Address _____

Requested by Antwone Smoot Email: antwone.smoot@springhill.gov

Phone # 913-592-3664 Fax # _____

Work Description

Install link antenna on Spring Hill School tower. Cat5 routed from tower to equipment room via customer installed conduit.
Install link antenna on Spring Hill Fire tower.
Path align both antennas the day of install.
Commenco will provide tower mounting hardware.
Customer to provide all equipment.

Summary Totals

Misc	\$0.00
Parts	\$609.00
Labor	\$5,845.00
Tax rate	0.000%
Tax Total	\$0.00
Total	\$6,454.00

Sincerely,

Jim Outman

Quote valid for 30 days.

Approval Signature: _____

Printer Name: _____

EXHIBIT B

Certificate of Nondiscrimination and Affirmative Action

Unless the Contractor employs fewer than four (4) employees during the term of this Contract, or its contracts with the City of Spring Hill cumulatively total \$5,000 or less during the fiscal year of the City of Spring Hill, then the undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1030a (a) (1) through (5) which read as follows:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present Contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer", or similar phrase to be approved by the Commission;
- (3) If the Contractor fails to comply with the manner in which it reports to the Commission in accordance with the provision of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;
- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the Commission which has become final, the Contractor shall be deemed to have breached the present Contract and it may be cancelled, terminated or suspended, in whole or in part, by the City; and
- (5) The Contractor shall include the provisions of subsections (1) through (4) above in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate certifies to the City of Spring Hill, Kansas, that the Contractor

has filed or upon request will file the necessary reports required in Subsection (3) of K.S.A. 44-1030(a) quoted above and which are available from the Kansas Commission on Civil Rights, or in lieu of said report, has submitted a copy of its "Federal Exemption" form.

Signing of this certificate also acknowledges inclusion of the requirements of K.S.A. 44-1030(a) as set forth in subsections (1) through (4) of this present section in the base Contract and its inclusion in all future subcontracts and vendor contracts.

"CONTRACTOR"

Commenco
(Full Name of Contractor)

A LLC formed
(Corporation, LLC, etc., if applicable)

in, and active and in good standing in, the State

of Kansas
(State)

By: Ralph Aguilar
(Signature)

Printed Name: Ralph Aguilar

Capacity: Director of Commercial Service

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage with minimum acceptable limits. All insurance policies shall be written with insurance companies acceptable to City and with a current A.M. Best Guide rating of A- and Class VIII or better, and authorized to do business in the State of Kansas.

(I) COMMERCIAL GENERAL LIABILITY

Contractor shall procure and maintain, at its sole cost and expense, throughout the duration of this Contract, and all extensions and modifications, commercial general liability insurance, with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. This shall be a combined single limit of liability as respects bodily injury, personal injury, and property damage. The coverage, written on a post 1998 ISO occurrence form or equivalent, shall apply to all products and services furnished by Contractor to City. The policy shall include a severability of interest coverage and shall name City, its officers, employees, Mayor, City Council Members, volunteers, and agents as an additional insured for ongoing and completed operations on a primary and noncontributory basis with respect to the products and services to be performed and provided by personnel furnished by Contractor under this Contract. Severability of interest and naming City, its officers, employees, Mayor, City Council Members, volunteers, and agents as additional insured shall be indicated on the certificate of insurance, and shall also be provided by evidence of policy authorization or endorsement, as applicable. Contractor agrees to waive its right of recovery against City for all claims and suits against City that are the subject of such insurance, and the insurers issuing the insurance, through policy authorization or by policy endorsement, as applicable, shall waive their right of subrogation against the City. The certificate of insurance must reflect the waiver of subrogation by policy authorization or by endorsement. The policy, through endorsement, must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by the City. The certificate of insurance must reflect that the primary and non-contributing endorsement is included as an endorsement to the policy. Prior to furnishing any products or services to City under this Contract, Contractor shall furnish to City a certificate of insurance, acceptable to City, including a signature of the authorized

representative of the participating insurer, evidencing the coverage and endorsements required in this section, accompanied by evidence of the referenced policy authorizations or endorsements, as applicable. The certificate shall agree to provide City 10 day's prior written notice of any termination, cancellation, expiration, or material modification of the insurance coverage. The insurance shall cover both ongoing and completed operations, and the Certificate shall so reflect such coverage. If Contractor uses any subcontractors or independent contractors to provide products or services to City in performance of this Contract, then, prior to such subcontractors and independent contractors commencing to provide work, labor or services at the City premises, Contractor shall provide City the same type certificate(s) of insurance, and policy authorizations or endorsements, as applicable, as described above, acceptable to City, showing General Liability coverage for such subcontractors and independent contractors.

(2) WORKER'S COMPENSATION INSURANCE.

Contractor shall procure and maintain, at its sole cost and expense, throughout the duration of this Contract, worker's compensation insurance, with a minimum coverage of \$100,000 per accident, \$500,000 policy limit for disease, and \$100,000 for each employee for disease. Coverage shall apply to all Contractor employees providing products and services to City under this Contract. Contractor agrees to waive its right of recovery against City for all claims and suits against City that are the subject of such insurance, and the insurers issuing the insurance, through policy authorization or through policy endorsement, shall waive their right of subrogation against the City. Prior to furnishing any products or services to City under this Contract, Contractor shall furnish to City a certificate of insurance, acceptable to City, including a signature of the authorized representative of the participating insurer, evidencing the coverage and policy authorization or endorsements, as applicable, required in this section. The certificate shall agree to provide City 10 day's prior written notice of any termination, cancellation, expiration, or material modification of the insurance coverage. If Contractor uses any subcontractors or independent contractors to provide products or services to City in performance of this Contract, then, prior to such subcontractors and independent contractors commencing to provide work, labor or services at the City premises, Contractor shall provide City the same type certificate(s) of insurance, and policy authorizations or endorsements, as applicable, as described above, acceptable to City, showing worker's compensation coverage for the employees of such subcontractors and independent contractors.

(3) BUSINESS AUTOMOBILE LIABILITY

Contractor shall provide evidence of automobile liability insurance of a combined single limit of liability of \$1,000,000 Per Occurrence / Accident, to apply to all owned, hired, and/or non-owned autos and vehicles used in the completion of the Contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bukaty Property & Casualty Services Inc 4601 College Blvd, Ste 100 Leawood KS 66211		CONTACT NAME: Linda Wright PHONE (A/C, No, Ext): (913) 647-5560 FAX (A/C, No): (913) 962-1392 E-MAIL ADDRESS: lwright@bukatyagency.com	
INSURED Commenco, LLC 4901 Bristol Ave Kansas City MO 64129-1997		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop Cas Co of America INSURER B: Travelers Companies, Inc INSURER C: Travelers Cas Ins Co of America INSURER D: INSURER E: INSURER F:	
		NAIC #	
		25674	19046

COVERAGES CERTIFICATE NUMBER: 2019 - 2020 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP-71M8444A-19-15	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OPAGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA2J25016A	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1L056410	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2J401506	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Spring Hill, KS 401 N Madison Spring Hill, KS 66083	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Wright/WRIGHT <i>Linda Wright</i>
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AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Consent Item: First Amendment to Contract with Downey Lawn Care, LLC

Background: An RFP for mowing services for the Spring Hill Cemetery was conducted in December 2018 and subsequently a contract was approved with Downey Lawn Care for 2019. The Cemetery Board was notified by Downey Lawn Care that the cost of the pre-emergent listed in the agreement has increased by approximately five percent and has requested an amendment to the existing contract to reflect the cost increase. Downey Lawn Care has another company treat with the chemicals once in the spring and this is a pass-through cost for one application. The agreement for 2019 included a cost of \$1,350.00 and the increased cost will be \$1,425.00

Alternatives:

1. Approve the first amendment to the contract with Downey Lawn Care for mowing of the Spring Hill Cemetery.
2. Deny the first amendment to the contract with Downey Lawn Care for mowing of the Spring Hill Cemetery.
3. Table the issue.

Legal Review: The contract amendment was provided by the City Attorney.

Funding Review or Budgetary Impact: The cost of mowing services is paid by the Cemetery Board from operating funds partially supported by the City of Spring Hill through an annually approved appropriation. The cost is \$900.00 per complete service which includes mowing, trimming, etc. and the application of pre-emergent in the spring for a cost of an additional \$1,425.00.

Recommendation:

Staff recommends that the City Council approve the first amendment to the contract with Downey Lawn Care for mowing services for the Spring Hill Cemetery.

Attachments:

First amendment to the Contract
Executed contract with Downey Lawn Care

FIRST AMENDMENT TO THE CITY OF SPRING HILL, KANSAS, 2019
CEMETERY MOWING AGREEMENT

This First Amendment (**First Amendment**) to The City Of Spring Hill, Kansas, 2019 Cemetery Mowing Agreement (**Agreement**) is made between The City Of Spring Hill, Kansas, a Kansas municipal corporation, (**City**), and Downey Lawn Care, LLC, a Kansas limited liability company (**Contractor**), with an effective date of January 1, 2020 (**Effective Date**).

City and Contractor agree to amend the Agreement, as of the Effective Date, as follows:

1. The final sentence of Section Seven, which references a pre-emergent application, is deleted, and in its place is substituted the following:

“Additionally, the Contractor will apply pre-emergent as requested by the Cemetery Board once annually at a cost of one thousand four hundred twenty-five dollars (\$1,425.00).”

2. The Agreement was effective for the period of March 28, 2019, through December 31, 2019. Section Eight says the Agreement may be extended for up to two extensions of one year each by mutual written agreement between City and Contractor. By this First Amendment, City and Contractor agree to extend the Agreement one year, for the period of January 1, 2020, through December 31, 2020.
3. Exhibit C, Section 4.b., of the Agreement, which concerns insurance requirements, says notice is to be provided as follows:

City of Spring Hill, Kansas
Attn: Rita Rubick
P.O. Box 424
Spring Hill, KS 66083
rita.rubick@springhillks.gov

That notice address is deleted, and in its place is substituted the following:

City of Spring Hill, Kansas
Attn: Glenda Gerrity, City Clerk
P.O. Box 424
Spring Hill, KS 66083
glenda.gerrity@springhillks.gov

4. Prior to commencing any work or services under this Agreement in 2020, Contractor shall provide such insurance certificates, endorsements, and policy provisions as demonstrate to the reasonable satisfaction of City that Contractor has in effect for the full year of 2020 the insurance that Contractor is required to have under Exhibit C of the Agreement.

5. Except as modified by this First Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, each party to this First Amendment has caused it to be executed, effective as of the Effective Date stated above. The member of Contractor, signing below, warrants and represents to City that he has been authorized and directed by the approval of all members of Contractor to enter this First Amendment on behalf of Contractor.

“CITY”

CITY OF SPRING HILL, KANSAS

By: _____
Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

APPROVED AS TO FORM

Frank H. Jenkins, Jr., City Attorney

“CONTRACTOR”

Downey Lawn Care, LLC

By: _____
Brock Downey, Member

CITY OF SPRING HILL, KANSAS
2019 AGREEMENT FOR CEMETERY MOWING SERVICES

Agreement made, effective as of March 28, 2019, by and between the **City of Spring Hill, Kansas, of 401 North, Madison, Spring Hill, Johnson /Miami County, Kansas,** hereinafter referred to as "**City**", and **Downey Lawn Care, LLC,** with an address of **21200 W. 181st Ter, Olathe, Kansas 66062,** hereinafter referred to as the "**Contractor**".

In consideration of the mutual promises and covenants contained in this Agreement, City and Contractor agree as follows:

SECTION ONE
Work To Be Done

Contractor will perform for City, in a satisfactory manner as to quality and subject to the provisions of this Agreement, the mowing services set forth in detail in **Exhibit A** attached to this Agreement upon certain properties located at the Spring Hill Cemetery which are requested to be mowed by the City. The term "**mowing services**" shall be construed to include both mowing and trimming of grass, ground maintenance, spraying noxious weeds and vegetation upon real property, and those other services described in **Exhibit A** below.

SECTION TWO
Labor And Equipment

Contractor will furnish all labor, equipment and materials necessary to the performance of its duties under and pursuant to this Agreement.

SECTION THREE
Time Of Work

Weather permitting, Contractor will mow, trim, and perform other mowing services to maintain the designated lots or tracts pursuant to this Agreement on an as needed monthly basis after receiving notice to proceed with those services from the Spring Hill Cemetery Board President or her/his designee. Service dates begin mid-March and end mid-December. However, due to the climactic nature of this service, no set time for beginning or ending can be given. The services will begin and end at the discretion of the Spring Hill Cemetery Board and are dependent on the growing season.

Contractor will perform its duties in such a manner as to avoid inconvenience to the users of the Cemetery.

SECTION FOUR
Independent Contractor's Compliance With Law

Contractor agrees it is performing the mowing services as an independent contractor and will comply with all applicable employer liability, and other federal, state, county and municipal laws, ordinances, rules and regulations. K.S.A. 44-1030, attached hereto, marked **Exhibit B** is

incorporated herein by reference.

SECTION FIVE
Indemnification Of City

Contractor will indemnify City against any and all liability, demands, claims, suits, losses, damages, causes of action, fines or judgments including costs, attorneys' and witnesses' fees, and or property arising out of or in connection with Contractor's performance of its duties under and pursuant to this Agreement, except to the extent caused by the gross negligence or willful misconduct of City.

SECTION SIX
Insurance

During the term of this Agreement, Contractor will carry and maintain in full force insurance of the types and minimum amounts with such company or companies as set forth in **Exhibit C** attached hereto and incorporated herein by reference.

SECTION SEVEN
Inspection of Mowing Work and Payment to Contractor

Contractor shall contact the Cemetery Board President or his/her designee two (2) days before, and one (1) day after, each mowing. Invoices for services shall be submitted monthly. The Cemetery Board President or his/her designee will inspect the lot or tract after it has been mowed and trimmed by the Contractor, and review and approve each invoice for payment. Upon satisfactory inspection of said lot or tract by the Cemetery Board or his/ her designee, and approval of the invoice, the invoice shall be processed by the Cemetery Board for payment.

The City will pay Contractor for the mowing, trimming and other mowing services at the following rate: Nine hundred dollars (\$900.00) for each complete mowing service. Additionally, the Contractor will apply pre-emergent as requested by the Cemetery Board once annually at a cost of one thousand three hundred fifty dollars (\$1,350.00).

SECTION EIGHT
Duration of Agreement

This Agreement shall become and be effective from and after the 28th day of March, 2019, to December 31, 2019. On mutual written agreement by the City and Contractor, the Agreement may be extended for up to two (2) extensions of one (1) year each (i.e., an extension for calendar year 2020 and a second extension for calendar year 2021). The Agreement may be terminated by either party for any reason or no reason at all during the initial term, or during any extension year, of the Agreement by either party upon ten (10) days prior written notice to the other party. Upon termination, City will pay Contractor for approved mowing services rendered through the date of termination.

SECTION NINE

Assignment

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express and written consent of the other party.

SECTION TEN

Notice

A party giving notice as provided for by this Agreement shall send such notice by United States mail, postage prepaid, to the address of the other party as set forth above, or to such other addresses as the party shall designate in writing.

SECTION ELEVEN

No Waiver

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION TWELVE

Governing Law

It is agreed that this Agreement is made in Kansas, and shall be governed by, construed, and enforced in accordance with the laws of the State of Kansas.

SECTION THIRTEEN

Entire Agreement

This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION FOURTEEN

Modification of Agreement

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated above.

“CITY”

CITY OF SPRING HILL, KANSAS

By: 
Steven M. Ellis, Mayor



ATTEST:


Glenda Gerrity, City Clerk

APPROVED AS TO FORM


Frank H. Jenkins, Jr., City Attorney

“CONTRACTOR”


Brock Downey, Owner

By: Brock Downey, Owner

EXHIBIT "A"

MOWING SERVICES

The following services are to include all areas within the boundaries of Spring Hill Cemetery and the exterior of the fence that surrounds the property:

- A. Mowing, trimming and cleanup of all grass and yard debris (i.e. limbs and leaves) shall be provided on an as needed basis during the months of March thru November.
 - 1) All grass considered under this agreement is to be maintained at a height of approximately four (4) inches. Special attention must be paid to trimming areas near and/or around monuments, fresh graves, fences, bushes, curbs, streets, paths, buildings and other similar objects.
 - 2) Pre-emergent shall be applied Mid-March to Mid-April. Select an herbicide that is low in acid and apply with great care so as not to splash or spray on headstones or monuments.
 - 3) Under no conditions shall weed or grass/weed killer be applied around headstones/monuments to reduce trimming around headstones or monuments.
 - 4) Mowing/trimming and cleanup of the entire property must be done on the Thursday prior to Memorial Day.
 - 5) Mow, cut, or prune any live flowers and or plants ONLY in the month of October. This includes peonies, rose bushes, and/or live plants around headstones and monuments
 - 6) All cut grass, weeds, leaves, yard waste, etc., must be swept or blown from roadways, paths, sidewalks, headstones, monument areas, etc.
 - 7) Mulching decks or attachments are to be utilized on all mowers unless otherwise authorized by the Board. Decks are to have protection against potential monument damage.
- B. Collection and disposal of trash, debris, litter, limbs, etc.
 - 1) Trash and Debris:
 - a. All non-permanent items (excluding floral arrangements) including, but not limited to, limbs, litter, trash, debris, cans, bottles, paper, etc., must be collected and properly disposed of by Contractor.

EXHIBIT "B"

CERTIFICATE OF NONDISCRIMINATION AND AFFIRMATIVE ACTION

Unless the Contractor employs fewer than four (4) employees during the term of this contract, or unless its contract with the City cumulatively totals \$5,000 or less during 2019, then the undersigned Contractor hereby agrees to observe all the provisions of K.S.A. 44-1030a(a)(1) through (5), which read as follows:

- (1) The Contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry;
- (2) In all solicitations or advertisements for employees, the Contractor shall include the phrase, "Equal Opportunity Employer", or similar phrase to be approved by the commission;
- (3) If the Contractor fails to comply with the manner in which he reports to the commission in accordance with the provision of Section 44-1031 of this act, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;
- (4) If the Contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the commission which has become final, the Contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the City;
- (5) The Contractor shall include the provisions of subsections (1) through (4) inclusive of the present section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

Signing of this certificate certifies to the City of Spring Hill, Kansas, that the Contractor has filed or upon request will file the necessary reports required in Subsection (3) of K.S.A. 44-1030(a) quoted above and which are available from the Kansas Commission on Civil Rights, or in lieu of said report, has submitted a copy of his "Federal Exemption" form.

Signing of this certificate also acknowledges inclusion of the requirements of K.S.A. 44-1030(a) as set forth in subsections (1) through (4) of this present section in the base contract and its inclusion in all future subcontracts.

DATE: 3-20-2019

"CONTRACTOR"

Brock Downey

By: Brock Downey

Capacity: owner

EXHIBIT "C"

CITY OF SPRING HILL MINIMUM INSURANCE REQUIREMENTS

Contractor shall acquire and maintain insurance as shown below for the duration of the Agreement, and all extensions.

- 1) **COMMERCIAL GENERAL LIABILITY:** A combined single limit of liability of \$1,000,000 Per Occurrence / \$2,000,000 Aggregate including products and completed operations, written on ISO occurrence form CG 0001 or its equivalent. Endorsements limiting contractual liability are not acceptable. Policy shall contain a "per job/per project" aggregate endorsement. Pollution Liability for pesticides/herbicides must also be included, or separate policy provided reflecting same limits.
- 2) **BUSINESS AUTOMOBILE LIABILITY:** A combined single limit of liability of \$1,000,000 Per Occurrence / Accident to apply to all owned, hired, and/or non-owned autos used in the completion of the contract.
- 3) **WORKERS COMPENSATION & EMPLOYERS LIABILITY:** Workers Compensation coverage should be statutory for the State of Kansas and apply to all workers involved in the work, including the owner, sole proprietor, partners, members of an LLC, and officers of a corporation, regardless of whether or not such persons come under the statutory requirements to carry this coverage. Employers Liability limits must be at least \$100,000/\$500,000/\$100,000.
- 4) **OTHER INSURANCE REQUIREMENTS:**
 - a. Contractor agrees to name the City as additional insured on a primary basis, not contributing with any insurance carried by the additional insureds, for ongoing and completed operations in its Commercial General Liability policy with respect to the work performed under the contract. All policies shall also contain a waiver of subrogation in favor of the City. The Certificate of insurance must reflect these requirements. If the Certificate states that an endorsement to the policy is required to make the designation of additional insured and/or the waiver of subrogation effective and binding on the insurance company, then the policy endorsement(s) shall be provided in addition to the Certificate.
 - b. Prior to commencing the work, Contractor's insurance agent shall furnish the City with an acceptable Accord 25 (2010/05) Certificate of Insurance form containing the above required provisions and containing a provision that obligates the insurance company(ies) issuing such policies to notify the City in writing at least 30 days prior to any cancellation (10 days for non-payment of premium), non-renewal, or material alteration which would have an adverse effect on the coverage pertaining to this contract. This cancellation provision shall be indicated on the Certificate of insurance. If the Certificate states that the provisions of the policy control over any notice requirement stated in the Certificate, then the policy provisions stating the notice that will

be given must also be provided with the Certificate, confirming such notice will be given. The notice to the City as Certificate holder can be sent to the following:

City of Spring Hill, Kansas
Attn: Rita Rubick
P.O. Box 424
Spring Hill, KS 66083
rita.rubick@springhillks.gov

- c. All insurance policies shall be written by insurance company(ies) acceptable to City and with a current A.M. Best's Guide Rating of A- and Class VIII or better and authorized to do business in the state of Kansas.
- d. The fact that insurance is obtained by the Contractor shall not be deemed to release or diminish the liability of Contractor. Damages recoverable by City shall not be limited by the amount of required insurance coverage.
- e. Contractor shall notify a City Department Manager as soon as possible after:
 - 1) Receiving notice of, or knowledge of, any demand, claim, lawsuit, or action arising out of the work performed, or
 - 2) Any bodily injury or property damage occurrence that could potentially lead to any claim or lawsuit.
- f. The City reserves the right, at any time, to require complete, certified copies of all required policies.
- g. Subcontractors. The Contractor shall include all subcontractors as insured under its policies and shall furnish to the City separate Certificates for each subcontractor. All coverage for subcontractors shall be subject to the requirements stated herein.

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: MELANIE LANDIS, ASSISTANT CITY ADMINISTRATOR
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Formal Action: Resolution of intent to finance certain equipment

Background/Analysis: When purchasing equipment, leasing is a viable option when cash is not readily available. During the 2020 budget process, it was determined that three vehicles would be purchased for the Police Department and financed through a lease purchase. The proposed resolution would allow the City to purchase the vehicles prior to having the lease details complete. The City has used a lease process with local banks the last several years and has had great success with low interest rates and would expect the same to continue with the proposed 2020 process.

The amounts included in this resolution are intended to be all-inclusive and represent a “not-to-exceed” cost of purchases. Vehicles and related outfitting to be funded include:

(1) 2020 Ford F-150 Police Responder Supercrew truck	\$ 43,000
(1) 2020 Ford Police Interceptor Utility vehicle	\$ 48,000
(1) 2020 Ford Police Interceptor Utility vehicle	\$ 42,000

(The purchase price of this vehicle is \$32,187 and the City will be trading in the current K-9 vehicle toward this purchase with a trade-in value of \$4,500)

Alternatives:

1. Approve a resolution of intent to finance certain equipment with the issuance of federally tax-exempt debt.
2. Deny a resolution of intent to finance certain equipment with the issuance of federally tax-exempt debt.
3. Table acceptance of bids.

Legal Review: The resolution was reviewed by Kutak Rock and City Attorney, Frank Jenkins.

Funding Review or Budgetary Impact: Principal and interest payments will be paid from the Equipment Replacement Reserve fund.

Recommendation: Approval of Resolution of intent to finance certain equipment with the issuance of federally tax-exempt debt.

Attachments:

1. Resolution

RESOLUTION NO. 2020-R-_____

A RESOLUTION OF INTENT OF THE CITY OF SPRING HILL, KANSAS, TO FINANCE CERTAIN VEHICLES AND EQUIPMENT WITH THE ISSUANCE OF FEDERALLY TAX-EXEMPT DEBT.

WHEREAS, the Internal Revenue Service has issued Section 1.150-2 of the Treasury Regulations (the “Reimbursement Regulations”) which prescribe procedures applicable to the City of Spring Hill, Kansas (the “City”), for issuing bonds or other tax-exempt obligations, all or a portion of the proceeds of which are to be used to reimburse the City for expenditures made by the City before the date such obligations are issued; and

WHEREAS, the Reimbursement Regulations generally require the City to make a declaration of official intent to reimburse itself for previous expenditures out of the proceeds of subsequently issued bonds or other tax-exempt borrowing, that the borrowing occur and the reimbursement be made within a specified period of time after the payment of the expenditure or after the equipment in question is placed in service, and that a reimbursed expenditure be a capital expenditure; and

WHEREAS, the Governing Body of the City has determined it is necessary and desirable to acquire the following vehicles and items of equipment (collectively, the “Vehicles and Equipment”): two (2) 2020 Ford Police Interceptor Utility SUV patrol units plus related outfitting at an estimated cost of \$90,000; and one (1) 2020 F-150 Police Responder Supercrew animal control/patrol truck plus related outfitting at an estimated cost of \$43,000.

WHEREAS, the City anticipates using bonds, notes or other tax-exempt obligations to finance all or a portion of the cost of the Vehicles and Equipment;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SPRING HILL, KANSAS, AS FOLLOWS:

Section 1. In order to comply with the requirement of the Reimbursement Regulations concerning declarations of official intent to reimburse the City for previously paid Vehicles and Equipment expenditures from the proceeds of subsequently issued debt, the Governing Body of the City hereby indicates its intent to reimburse the City with the proceeds of bonds, notes or other obligations of the City, the interest on which is expected to be exempt from federal income taxation, for costs of the Vehicles and Equipment in an amount not to exceed \$133,000.

Section 2. This resolution shall be in full force and effect from and after its adoption.

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ADOPTED by vote of the Governing Body of the City of Spring Hill, Kansas, on March 12, 2020.

CITY OF SPRING HILL, KANSAS

(Seal)

Steven M. Ellis, Mayor

ATTEST:

Glenda Gerrity, City Clerk

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DAVID HOGUE, POLICE LIEUTENANT
MEETING DATE: MARCH 12, 2020
DATE: MARCH 5, 2020

Formal Action Item: Authorization to purchase police department vehicles

Background: Three marked patrol units need replacement and were approved with the 2020 budget allocation. These include two Chevrolet Tahoes, one with over 125,000 miles (K9 unit) and one with over 110,000 miles (patrol unit). The third vehicle, a 2005 Ford F150 (animal control unit), was transferred to the public works department in October 2019.

Analysis: Staff has searched and researched new vehicles and have found suitable replacements which would meet our needs. Vehicles were identified through both regional and statewide bidding processes. Shawnee Mission Ford was awarded the state contract through the Kansas Department of Administration and provided the lowest bid through the Mid-America Regional Council. The prices listed below are from the state contract ID 46061. Additional expenses expected for outfitting of each vehicle range from \$10,000 – \$15,000.

Cut-off date for a price protected purchase is April 3, 2020.

One of the new vehicles is a 2020 Ford Police Interceptor Utility to be used as a patrol unit:

2020 Ford Utility PI AWD (K8A)
3.3L V-6 Exterior: Agate Black (UM) Interior: Charcoal Cloth Front / Vinyl Rear (96)

Base Price:	\$31,500.00
Options:	
Rear Air (17A)	\$555.00
Keyed Alike 1435X (59E)	\$47.00
Pre Drilled Tail Light (86T)	\$55.00
Heated Exterior Mirrors (549)	\$55.00
Whelen LED Driver Side Spot Light (51T)	\$382.00
Engine Idle (47A)	\$237.00
Grill Wiring (60A)	\$46.00
Global Lock Unlock (18D)	no charge
Courtesy Lamps Disable (43D)	\$23.00
Radio Noise Suppression (60R)	\$94.00
Receiver Hitch	standard
Predrilled Head Light	standard
Bluetooth	<u>standard</u>
Total	\$32,994

AGENDA ITEM REVIEW SHEET

One of the new vehicles is a 2020 Ford Police Interceptor Utility to be used as a K-9 patrol unit:

2020 Ford Utility PI AWD (K8A)

3.3L V-6 Exterior: Agate Black (UM) Interior: Charcoal Cloth Front / Vinyl Rear (96)

Base Price:	\$31,500
Options:	
Interior Lift gate release button delete (18D)	no charge
Courtesy Lamp Disable (43D)	\$23
Unity LED Driver Side Spot Light (51R)	\$359
Power Heated Mirrors (549)	\$55
Reverse Sensor (76R)	\$250
Receiver Hitch	standard
Predrilled Head Light	standard
Bluetooth	standard
Vehicle Purchase Price	\$32,187
Less: Trade in of Unit 858 (Chevrolet Tahoe)	<u>(\$4,500)</u>
Purchase Total	\$27,687

One of the new vehicles is a 2020 F-150 Police Responder Supercrew to be used as an animal control/patrol unit:

2020 Ford F-150 Crew Cab 4x4 (W1P)

3.5L Eco Boost Exterior: Agate Black (UM) Interior: 40 blank 40 (PG)

Base Price:	\$31,778
Options:	
Rear Defroster (57Q/924)	\$282
WEATHERTECH floor mats	\$90
Additional key	<u>\$150</u>
Total	\$32,300

Alternatives:

1. Authorize the Mayor to execute the purchase orders for two (2) 2020 Ford Police Interceptor Utilities and one (1) 2020 F-150 Police Responder Supercrew and any related purchase documents.
2. Deny the purchase of two (2) 2020 Ford Police Interceptor Utilities and one (1) 2020 F-150 Police Responder Supercrew.
3. Table the issue and direct staff to further research.

Legal Review: N/A

AGENDA ITEM REVIEW SHEET

Funding Review or Budgetary Impact: The purchase to replace the three marked patrol vehicles with new vehicles upfitted with the proper equipment was approved with the 2020 budget allocation and will be financed through a lease purchase in which the payments will be made from the Equipment Replacement Fund.

Recommendation: Staff recommends the Council authorize the Mayor to execute purchase orders for the three (3) vehicles, and authorize and direct the Mayor and City staff to execute other documents and certificates necessary to carry out the purchase of said vehicles.

Attachments:

1. Award documents for State of Kansas bid process
2. Purchase Orders



Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612

Phone: 785-296-2376

Fax: 785-296-7240

www.admin.ks.gov/offices/procurement-and-contracts

Duane Goossen, Acting Secretary

Laura Kelly, Governor

CONTRACT AWARD

Date of Award: February 19, 2019

Contract ID: 46061

Event ID: EVT0006268

Replace Contract: 43747 and 45839

Procurement Officer: Dara Heineken
Telephone: 1-785-296-2770
E-Mail Address: Dara.A.Heineken@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Ford Police Vehicles

Agency/Business Unit: Statewide Mandatory

Period of Contract: February 19, 2019 through August 31, 2020
(With the option to renew for one (1) additional 12-month period)

Contractor: SHAWNEE F LLC
11501 SHAWNEE MISSION PARKWAY
SHAWNEE, KS 66203-3359

Vendor ID: 0000526628
Contact Person: Jay Cooper
E-Mail: jay.cooper@shawneemissionford.com
Local Telephone: 1-913-248-2287
Fax: 1-913-268-7125

Amendments: Amendment 1 – Contract renewal through August 31, 2020

Payment Terms: Net 30

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may not use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees have been incorporated into the unit prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.da.ks.gov/purch/Contracts/>

1. Terms and Conditions

1.1. Contract Documents

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the Bid Event documents, including any and all amendments; and
- Contractor's written offer submitted in response to the Bid Event as finalized.

1.2. Captions

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

1.3. Definitions

A glossary of common procurement terms is available at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

1.4. Contract Formation

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the contractor.

1.5. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Procurement and Contracts
900 SW Jackson, Suite 451-South
Topeka, Kansas 66612-1286
RE: Contract Number 46061

or to any other persons or addresses as may be designated by notice from one party to the other.

1.6. Statutes

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

1.7. Governing Law

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

1.8. Jurisdiction

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution 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 Agreement shall be deemed a waiver of the Eleventh Amendment

1.9. Mandatory Provisions

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

1.10. Termination for Cause

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

1.11. Termination for Convenience

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

1.12. Rights and Remedies

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

1.13. Antitrust

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

1.14. Hold Harmless

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

1.15. Force Majeure

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

1.16. Breach

Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

1.17. Assignment

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

1.18. Third Party Beneficiaries

This contract shall not be construed as providing an enforceable right to any third party.

1.19. Waiver

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

1.20. Injunctions

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

1.21. Staff Qualifications

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

1.22. Subcontractors

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

1.23. Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

1.24. Worker Misclassification

The Contractor and all lower tiered subcontractors under the Contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

1.25. Immigration and Reform Control Act of 1986 (IRCA)

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

The Contractor hereby certifies without exception that such Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

1.26. Proof of Insurance

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

1.27. Conflict of Interest

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

1.28. Nondiscrimination and Workplace Safety

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

1.29. Confidentiality

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor agrees to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by State, shall destroy or render it unreadable.

1.30. Environmental Protection

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

1.31. Care of State Property

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse the State for such property's loss or damage caused by the Contractor, except for normal wear and tear.

1.32. Prohibition of Gratuities

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

1.33. Retention of Records

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be within five (5) business days at no cost to the state.

1.34. Off-Shore Sourcing

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

1.35. On-Site Inspection

Failure to adequately inspect the premises shall not relieve the Contractor from furnishing without additional cost to the State any materials, equipment, supplies or labor that may be required to carry out the intent of this Contract.

1.36. Indefinite Quantity Contract

This is an open-ended contract between the Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

1.37. Prices

Prices shall remain firm for the entire contract period and subsequent renewals. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the State of Kansas. Failure to provide available price reductions may result in termination of the contract for cause.

1.38. Contract Price

Statewide contracts are awarded by the Procurement and Contracts to take advantage of volume discount pricing for goods and services that have a recurring demand from one or more agencies. However, if a state agency locates a vendor that can provide the identical item at a lower price, a waiver to "buy off state contract" may be granted by the Procurement and Contracts.

1.39. Payment

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in this contract.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

1.40. Invoices

Each purchase order must be individually invoiced. Invoices shall be forwarded to the using agency in duplicate and shall state the following:

- date of invoice.
- date of shipment (or completion of work);
- purchase order number and contract number;
- itemization of all applicable charges; and
- net amount due.

1.41. Accounts Receivable Set-Off Program

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, a state agency, municipality, or the federal government, agency payments to the Contractor may be intercepted / set off by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. The Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas, state agencies, municipalities, or the federal government. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation is reduced by the amount subject to setoff.

1.42. Federal, State and Local Taxes

Unless otherwise specified, the contracted price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the contracted price. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

1.43. Quarterly Reports

The Contractor shall be required to file a quarterly report by each state agency or political subdivision making purchases under this contract. Reports are due no later than 30 days after the end of each calendar quarter and shall correlate with figures submitted as Administrative Fees (see below). Above referenced reports are to be filed with Procurement and Contracts Open Records Officer or his/her designee located at 900 SW Jackson, Ste. 451-South, Topeka, KS 66612-1286. Reports may also be required to be submitted to the specific using agency.

Electronic files shall be e-mailed to the following e-mail address: reports@da.ks.gov, in Microsoft® Excel or Microsoft® Access Database format.

The required reporting format may be found on Procurement and Contracts website at <http://admin.ks.gov/offices/procurement-and-contracts>, under the "Procurement Forms" link.

Report Types - Reports shall be available reflecting the following information. Agencies and Procurement and Contracts reserve the right to request additional information.

- Sales Summary -- Report shall include a list of agencies and political subdivisions who have used the contract, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold -- Report shall include a list of items sold to agencies and political subdivisions, indicating the contract price and using agency, a subtotal of sales to each agency or political subdivision, as well as a grand total of all sales.
- Items Sold, by Agency - Same as above, except sorted by agency.

1.44. Administrative Fee

Contractor(s) must pay a .5% Administrative Fee on all purchases (including political subdivisions) made against this contract. The fee is to be included in the cost of the goods or services. The Administrative Fee is to be based upon the total dollars invoiced under the contract. The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts" and must be paid within 30 days following the end of each quarter. Fees paid under this mandate shall correlate with figures submitted on the quarterly reports.

1.45. Shipping and F.O.B. Point

Unless otherwise specified, prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

1.46. Deliveries

All orders shall be shipped within 90 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform Procurement and Contracts of any supply or delivery problems. Continued delivery problems may result in termination of the contract for cause.

1.47. Charge Back Clause

If the Contractor fails to deliver the product within the delivery time established by the contract, the State reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the Contractor.

1.48. Debarment of State Contractors

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in the termination of the contract.

1.49. Materials and Workmanship

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of agency and/or Procurement and Contracts said issue is due to imperfection in material, design, workmanship or Contractor fault.

1.50. Industry Standards

If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

1.51. Implied Requirements

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

1.52. New Materials, Supplies or Equipment

Unless otherwise specified, all materials, supplies or equipment offered by the Contractor shall be new, unused in any regard and of most current design. All materials supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery

1.53. Inspection

The State reserves the right to reject, on arrival at destination, any items which do not conform with specification of the Contract.

1.54. Acceptance

No contract provision or use of items by the State shall constitute acceptance or relieve the Contractor of liability in respect to any expressed or implied warranties.

1.55. Ownership

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

1.56. Information/Data

Any and all information/data required to be provided at any time during the contract term shall be made available in a format as requested and/or approved by the State.

1.57. Certification of Materials Submitted

The Bid document, together with the specifications set forth herein and all data submitted by the Contractor to support their response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of the contract between the Contractor and the State of Kansas. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

1.58. Transition Assistance

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

1.59. Integration

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

1.60. Modification

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

1.61. Severability

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of this contract shall be enforced to the fullest extent permitted by law.

2. Specifications

This contract is intended to provide Current Model Year Ford Law Enforcement Vehicles for the Kansas Highway Patrol and all other State of Kansas Agencies.

1. **Open-Ended Contract:** This Request is for an open-ended contract between a vendor and the State to furnish an undetermined quantity of a good or service in a given period of time. Estimated quantities for the Ford Interceptor Utility is 110 and five (5) Ford F-150 Responders.
2. **Contract Period:** Date of Award through August 31, 2019 or until vehicles are no longer available from the manufacturer. Contract may be renewed for two (2) additional model years under the same terms and conditions by mutual consent of both parties.
3. **Orders:** Orders will be placed periodically throughout the contract period by State Agencies. Agency orders will show options required, colors, title information delivery hours and the name of a contact person and telephone number.
4. **Delivery:** Vehicles delivered shall have mileage readings not to exceed 50 miles plus the mileage distance from the contractor's shipping point to the delivery location and in no case shall the odometer reading exceed 500 miles. The contractor shall notify the agency 48 hours prior to delivering the vehicle and shall comply with the Agency's delivery hours.

The contractor must guarantee delivery of vehicles ordered prior to March 1, of the model year. After March 1, Agencies shall contact vendor prior to placing orders to insure availability. If the contractor receives an order and cannot guarantee delivery, the contractor will immediately notify the ordering agency in writing with a copy to the Procurement Officer.

Delivery costs shall be shown as a separate price as provided for on the Price Schedule. A price per mile per vehicle shall be provided to determine delivery costs to any Kansas location.

Contractor is to show in the space provided the distance from the shipping point (defined as the location of pre-delivery inspection) to the various proposed delivery points using the mileage chart provided. All shipping points in the Kansas City, Missouri Metro Area shall use Kansas City as the basis for figuring mileage. The attached mileage chart will be used to determine delivery charges if delivery is made to a city not shown on the cost proposal based upon the contractor's unit price per mile.

Contractors will not charge mileage for delivery to destinations within the City where the shipping point is located. Delivery of vehicles to destinations located outside the boundaries of the specified City which result in the total delivery distance which exceeds the distance to any destination within the City boundaries will be allowed to access the appropriate per mile charge for the difference in the two distances.

5. **Extended Warranty Options:** The contractor shall include in the Bid Response the extended warranty options available for the vehicle offered and the cost associated with each option.
6. **Factory options not specifically requested in this RFP shall be provided at manufacturer's Invoice pricing or less.** The contractor shall indicate on the Price Schedule if a discount from invoice cost is offered.
7. Attached are the specifications for both the base vehicle and the optional equipment. The manufacturer code numbers shown are given for informational purposes only. The contractor shall include in the technical proposal these specifications properly completed showing any and all exceptions to the specifications. All vehicles will be ordered with one color standard factory paint.
8. Contractors shall report to the manufacturer that the State Agency and Address shown on the purchase order is the proper address to use when mailing service recalls, warranty information or any other related correspondence. **DO NOT SHOW THE DIVISION OF PURCHASES AS THE OWNER OF THE VEHICLE.**
9. This contract contains manufacturer's specifications, literature and/or any other information necessary to substantiate specification compliance and the capabilities of the contractor to comply with the terms and conditions of the contract.
10. In order to deliver vehicles within the State, bidders must be properly licensed to sell vehicles in the State of Kansas per KSA 8-2404.

11. Although the Kansas Highway Patrol in Topeka is referenced in this specification, the Contractor agrees to furnish vehicles to any State of Kansas Agency located throughout the State without a minimum order quantity.
12. It is the intent of this specification to describe a vehicle to be used in high-speed highway traffic and law enforcement work. The vehicles will at times be operated at speeds in excess of 100 miles per hour for both short and long durations. It will be driven on all types of roads and road surfaces in varying temperatures, which will range from approximately minus -20 F to plus 110 F.
13. The manufacturer will use the highest quality components and design practices available to the automobile industry for the type of operating conditions to which the vehicle will be subjected. Engine, transmission, drive line, differential, brake, suspension, wheel, tire and other component parts of the vehicle shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification.
14. The vehicle shall be new (unused), current model year production. The vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's corresponding model year published literature. Optional equipment as necessary to meet the following requirements of this specification shall also be installed and covered by the vendor's warranty.
15. The term "heavy duty" as applied to these specifications shall be interpreted to mean quantity, quality and/or capacity greater than that supplied with standard production vehicles by being able to withstand extreme and/or unusual strain, exposure, temperature, wear and/or use.
16. The contractor is required to submit a list, including company name, address and phone number of all factory authorized dealers and/or service centers geographically located throughout the state that are available to service and repair the vehicles being submitted for consideration. The successful vendor guarantees that OEM parts and supplies will be available in an adequate stock of all regular and special parts throughout the state of Kansas to meet the continuing need for service and parts on a daily basis.
17. Delivery of vehicles is to begin no more than ninety (90) days following the date of contract award or a date agreed on by the purchaser. All vehicles are to be delivered fully serviced and washed. The service shall be equivalent to that service given by the dealer to the retail segment of their trade as prescribed by the manufacturer.
18. The following items are expected to be completed by the factory or servicing dealer prior to delivery:
 - A. A copy of the factory pre-delivery check sheet for each vehicle with a notation made on each phase of the service as to who performed the service and on what date.
 - B. Inspection shall include adjusting, greasing and verifying that all motor and drive train lubricants and other fluids are at the manufacturer's specified levels.
 - C. The engine shall be tuned to manufacturer's specifications, including ignition timing.
 - D. Verification of front-end alignment, wheel balance, all suspension components and tightness of bolts.
 - E. Fuel gauge to show 1/4 full by using a minimum of 87-octane gasoline upon arrival at delivery.
 - F. After the vehicle has been fully serviced, the vendor may deliver it by rail freight, auto transport or by driving from his place of business. The driving portion of the initial delivery shall not exceed 150 miles.
 - G. All vehicles delivered to the purchaser will be free of any physical or cosmetic defects as determined by the Agency. Vehicles not meeting this requirement will be rejected.
 - H. All vehicles shall be washed, cleaned, and vacuumed immediately prior to delivery. Vehicles not meeting this requirement will be rejected.
 - I. Any vehicle rejected after inspection by the purchaser must be corrected to the manufacturer's specification requirements at a local garage, service center, or cleaning center. Any expenditure of time, monies, fuel, parts or supplies required to correct defects in order for the vehicle to be accepted shall be the vendor's responsibility and in no way charged to the State of Kansas.

- J. The original manufacturer's statement of origin, a service authorization card and a properly executed service and warranty policy will accompany each vehicle delivered. The original window sticker indicating the vehicles identification number and a description of the standard equipment and optional equipment installed shall remain attached to the glass.
 - K. Invoices shall describe vehicle, including vehicle identification number, color, key number, and State of Kansas purchase order number.
 - L. No decals or markings of any type pertaining to advertisement shall be placed on vehicles delivered, except trademarks or model designation normally installed by the manufacturer on the vehicle.
 - M. Delivery of vehicles to the Kansas Highway Patrol (KHP) will be made to Fleet Operations, 930 NE Strait Ave., Topeka, Kansas 66616, (785) 296-8535, between the hours of 8:00 AM and 3:00 PM Monday through Friday, excluding official State of Kansas holidays.
 - N. Two complete sets of service manuals (1 book & 1 CD Rom) shall be delivered to KHP Fleet Operations with the initial delivery of vehicles.
 - O. All vehicle equipment (jack, lug wrench, etc.) shall be installed in each vehicle.
- 19. Delivery of Vehicles:** The exact number of vehicles to be delivered to the KHP each month will be determined by the Fleet Administrator and will be based upon the production schedule of the KHP Fleet Operations. The successful vendor will be required to contact the Fleet Administrator, at (785) 296-8535, by the 20th of each month, for the number of vehicles to be delivered the following month. If the 20th should fall on a weekend day, the successful vendor will be required to contact the Fleet Administrator the Friday before the 20th.
- 20.** The contractor will retain ownership, responsibility and liability of all undelivered and/or unaccepted vehicles.
- 21. Incentives:** All available manufacturer or dealer incentives will be passed on to the purchaser.
- 22. Warranty:** The vehicle must have, at minimum, a three (3) year, 36,000-mile, bumper to bumper warranty and any additional warranties that are required, but not limited to, EPA and any other regulatory requirements that are required to accompany standard production vehicles and vehicles of like design as requested in this bid document. The power train warranty shall be fully transferable for a period of five (5) years, or 100,000 miles.
- 23. Post-Award Conference:** The successful vendor is required to personally meet with the KHP Fleet Administrator and staff, at the Kansas Highway Patrol Fleet Operations, 930 NE Strait Ave., Topeka, Kansas, within five (5) calendar days of contract award. This conference will be to clarify expectations of the build and delivery process as well as other topics that may need to be addressed.

**FORD POLICE INTERCEPTOR K8A AWD UTILITY
 SPECIFICATIONS FOR STANDARD EQUIPMENT**

ITEM	EXCEPTIONS TO SPECIFICATIONS
Air Bags: Dual stage driver and passenger front, side seat, roll curtain and safety canopy air bags.	Yes
Air Conditioning: Heavy duty	Yes
Alarm System: Factory alarm system with remote keyless entry and (4) key fobs.	Optional see cost sheet
Alternator: High output 250 amp	Yes with 3.3L V6 direct injection
Battery: Maintenance free 730 CCA battery.	Yes with 3.3L V6 direct injection
Brakes: Police calibrated power 4-wheel disc with anti-lock (ABS) and HD front and rear calipers and traction control.	Yes
Cooling System: Severe duty cooling system.	Yes
Speed Control: Cruise control.	Yes
Wheels: Painted black steel wheels with hub cover	Yes
Defroster: Rear window.	Yes
Differential: Heavy duty, all-wheel drive	Yes
Dome Light: Independently switched white and red LED	Yes
Door Locks: Power locks on all 4 doors.	Yes
Engine: 3.3 L V6 direct injection- 99B/44U option code	Included in base price
Exhaust system: Performance exhaust with dual tips	Yes
Floor covering: Heavy duty rubber or vinyl	Yes
Fuel Tank: 21.4 gallon	Yes with 3.3L V6 direct injection
Gas Cap: Cap less fill	Easy Fuel cap less fuel filler
Glass: Tinted.	Yes
Headlamps: Headlamps with factory installed software controlled alternating flasher.	Per Drilled head lamps std wig wag pattern can be programmed. Must be wired optional vehicle light controller to enable wig wag functionality.
Head Restraints: Adjustable.	Yes
Instrument Cluster: Calibrated/certified speedometer	Yes
Lamps: Under hood. Interior lamps deactivated with doors open. Software controlled alternating headlamp / tail lamp flasher.	Under hood lamp NA Optional interior lamps De-active (dark car feature) see cost sheet Pre-Drilled headlamps std wig wag pattern can be programmed. Must be wired optional vehicle light controller to enable wig wag functionality.
Manuals: Owner's manual and aftermarket manuals placed in the glove compartment.	Yes
Mirrors: Power side view mirrors with foldaway.	Yes
Paint: Clear coat.	Yes
Police Group: Full police package.	Yes
Radio: AM/FM stereo with pre-wire harness for 2-way.	Yes
Seats: Cloth front buckets with 6-way power driver's seat. Cloth rear seat matching front seat material.	Cloth Front Vinyl Rear Optional cloth rear seat see cost sheet
Steering Wheel: Tilt / telescoping steering column.	Yes
Suspension: Independent front and rear heavy-duty suspension	Yes
Tires: Four (4) 255/60R18 speed rated police pursuit tires with tire pressure monitoring system.	Yes
Transmission: 10-speed automatic.	Yes
Windows: Power with one-touch down driver's side.	Yes
Bluetooth: Blue tooth capable	Yes, no USB port

FORD UTILITY K8A POLICE INTERCEPTOR

SPECIFICATIONS FOR OPTIONAL EQUIPMENT:

ITEM	MFG. CODE	EXCEPTIONS TO SPECIFICATIONS
AWD 3.3L Hybrid option	99W/44B	
AWD 3.0 L V6 Eco-Boost option	99C/44U	
Equipment Bracket: Police equipment mounting floor bracket.		
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	Weather Tech / Husky Available at later date TBD Digital Fit Recommended (Safer) on Vinyl Floor
Keys: Three (4) ignition keys per vehicle.	DLR	
License Plate Bracket: Front.	153	
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	HD Molded available at later date TBD
Remote Starter: Factory remote start, if available. If not, aftermarket remote start	DLR	Requires remote keyless entry Ford 250' Range can increase range for an additional cost
Interior upgrade package	65U	NA with 67U or 65U
Front Headlamp lighting solution	66A	
Tail lamp/ Police interceptor housing only	86T	
Tail Lamp lighting solution	66B	
Rear lighting solution	66C	
Ready the road package	67H	Requires rear door controls inoperable (68G) NA with 67U or 65U
Ultimate wiring package	67U	NA with 67U or 65U
Police wire harness connector kit	67V	
Dark car feature	43D	
Switchable red/white lighting in cargo area	17T	
Front warning Aux LED lights	21L	Requires 60A
Front interior visor light bar	96W	
Pre-wiring for grille LED lights, siren and speaker	60A	
Rear quarter glass side marker LED lights	63L	
Rear spoiler traffic warning lights LED	96T	
Side marker LED- sideview mirrors	63B	Requires 60A
Spot lamp driver only Unity	51R	
Spot lamp driver only Whelen	51T	
Reverse sensing system	76R	
Underbody deflector plate	76D	
Wheel covers	65L	
18" painted aluminum wheels	64E	
Rear view camera displayed in rear view mirror	87R	
Rear camera on demand	19V	
Hidden door-lock plunger w/rear door controls deactivated	52P	
Rear door controls inoperable	68G	
Global lock/unlock feature, overhead door switch delete	18D	
Remote keyless entry	55F	
1 st and 2 nd row carpet	16C	
2 nd row cloth seats	88F	
Front console plate delete	85D	
Power passenger seat	87P	
BLIS0 blind spot monitoring system with cross traffic alert	55B/54Z	
Police perimeter alert	68B	
Pre-collision assist	76P	
Mirrors heated sideview	549	
Perimeter anti-theft alarm	593	Requires remote keyless entry
Police engine idle feature	47A	

Aux air conditioning	17A	
Badge delete	16D	
Cargo storage vault	63V	
Class III trailer tow package	52T	Wiring harness
H8 AGM battery	60R	
100-watt siren speaker	18X	
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		
Omega Remote Start Security System		

**FORD F150 POLICE RESPONDER SUPERCREW W1P
 SPECIFICATIONS FOR STANDARD EQUIPMENT:**

ITEM	EXCEPTIONS TO SPECIFICATIONS
Supercrew 145" 3.5 L V6 EcoBoost	Yes
Air Bags: Driver and passenger front, side, and safety canopy airbags	Yes
Alarm System: Factory alarm system with remote keyless entry and (2) key fobs.	Standard, Includes Perimeter Alarm
Alternator: High output 240 amp.	Yes
Battery: Maintenance free	Yes
Brakes: Power 4-wheel disc with anti-lock (ABS) and traction control.	Yes
Cooling System: Severe duty cooling system.	Yes
Speed Control: Cruise control.	Yes
Defroster: Rear window.	Optional rear Defroster see cost sheet
Differential: Heavy duty, rear wheel drive, electronic locking unit with final drive ratio of 3.55, 4x4 ESOE with neutral towing	Yes
Dome Light: Independently switched white and red LED	Yes
Door Locks: Power locks on all 4 doors.	Yes
Driveshaft: Aluminum.	Yes
Engine: 3.5 L V6 EcoBoost	Yes
Floor covering: Heavy duty carpet.	Vinyl floor
Fuel Tank: 26 gallons	Yes
Gas Cap: Cap less fill, easy fill	Yes
Glass: Tinted.	Solar Tint
Headlamps: Headlamps	Yes
Head Restraints: Adjustable.	Yes
Instrument Cluster: Calibrated speedometer	Yes
Lamps: Under hood. Interior lamps deactivated with doors open.	NA fade to off interior lighting
Manuals: Owner's manual and aftermarket manuals placed in the glove compartment.	Yes
Mirrors: Power side view mirrors with foldaway.	Yes
Paint: Clear coat.	Yes
Police Group: Full police package.	Yes
Radio: AM/FM stereo and pre-wire harness for 2-way.	No
Seats: Cloth front seats with 8-way power driver's seat. Vinyl rear seat matching front seat material.	Yes
Steering Wheel: Tilt / telescoping steering column.	Yes
Suspension: Front coil springs, rear leaf springs- two stage	Yes
Tires: Four (4) LT 275/65/R18 OWL (A/T) speed rated police pursuit tires with tire pressure monitoring system.	Yes
Traction/Stability Control: Electronic stability control with brake assist and all-speed traction control.	Yes
Transmission: 10-speed automatic.	Yes
Wheels: 18" six spoke aluminum wheels	Yes
Windows: Power with one-touch down driver's side.	Yes
Bluetooth: Blue tooth capable	SYNC

**FORD F150 RESPONDER
 SPECIFICATIONS FOR OPTIONAL EQUIPMENT:**

ITEM	MFG. CODE	EXCEPTIONS TO SPECIFICATIONS
Trailer tow package	53A	
Black platform running boards	18B	
Box side steps	63S	
Boxlink	55B	
Chrome front and rear bumpers	17C	
Pre-Collinson assist	60P	
Fog lamps	59S	
Front license plate bracket	153	
Integrated trailer brake controller	67T	
Manual folding, power glass sideview mirrors with heat and turn signal, auto-dim	54R/59S	
Manual folding manually telescoping power glass trailer mirrors	54Y/59S	
Power 10- way passenger seat	61P	
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	Weather Tech / Husky Available at later date TBD Digital Fit Recommended (Safer) on Vinyl Floor
Rear window fixed privacy glass with defroster	924/57Q	
Reverse sensing system	76R	
Tailgate step	63T	
Tonneau pick up box cover – hard	96X	
Tonneau pick up box cover- soft	96T	
Drop-in bed liner	96P	
Keys: Three (3) ignition keys per vehicle.	DLR	
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	
Remote Starter: factory remote starter if available. If not aftermarket remote start	DLR	Ford: 250' range can increase range for an additional cost
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		
Omega Remote Start Security System		

3. Costing Sheet

**BID FORM
 FORD INTERCEPTOR UTILITY**

ITEM	SHOW MFG. CODE OFFERED:	UNIT PRICE
2020 Interceptor SUV; with all standard equipment as listed by manufacturer	K8A	\$31,500

2020 Interceptor SUV; AWD 3.3L Hybrid Option with standard equipment as listed by manufacturer	99W/44B	\$34,630
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2020 Interceptor SUV; AWD 3.0L V6 Eco-boost Option with standard equipment as listed by manufacturer	99C/44U	\$35,330
--	----------------	----------

Equipment Bracket: Police equipment mounting floor bracket.		Standard
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	\$110
Keys: Three (4) ignition keys per vehicle.	DLR	Standard
License Plate Bracket: Front.	153	No Charge
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	\$110
Remote Starter: Factory remote start, if available. If not, aftermarket remote start	DLR	\$299
Interior upgrade package	65U	\$355
Front Headlamp lighting solution	66A	\$814
Tail lamp/ Police interceptor housing only	86T	\$55
Tail Lamp lighting solution	66B	\$391
Rear lighting solution	66C	\$414
Ready the road package	67H	\$3,271
Ultimate wiring package	67U	\$510
Police wire harness connector kit	67V	\$168
Dark car feature	43D	\$23
Switchable red/white lighting in cargo area	17T	\$46
Front warning Aux LED lights	21L	\$501
Front interior visor light bar	96W	\$1,042
Pre-wiring for grille LED lights, siren and speaker	60A	\$46
Rear quarter glass side marker LED lights	63L	\$523
Rear spoiler traffic warning lights LED	96T	\$1,360
Side marker LED- sideview mirrors	63B	\$264
Spot lamp driver only Unity	51R	\$359
Spot lamp driver only Whelen	51T	\$382
Reverse sensing system	76R	\$250
Underbody deflector plate	76D	\$305
Wheel covers	65L	\$55
18" painted aluminum wheels	64E	\$432
Rear view camera displayed in rear view mirror	87R	No Charge
Rear camera on demand	19V	\$209
Hidden door-lock plunger w/rear door controls deactivated	52P	\$146
Rear door controls inoperable	68G	\$68
Global lock/unlock feature, overhead door switch delete	18D	No Charge
Remote keyless entry	55F	\$309
1 st and 2 nd row carpet	16C	\$114
2 nd row cloth seats	88F	\$55

Front console plate delete	85D	No Charge
Power passenger seat	87P	\$296
BLIS0 blind spot monitoring system with cross traffic alert	55B/54Z	\$496
Police perimeter alert	68B	\$614
Pre-collision assist	76P	\$132
Mirrors heated sideview	549	\$55
Perimeter anti-theft alarm	593	\$109
Police engine idle feature	47A	\$237
Aux air conditioning	17A	\$555
Badge delete	16D	No Charge
Cargo storage vault	63V	\$223
Class III trailer tow package	52T	\$73
H8 AGM battery	60R	\$100
100-watt siren speaker	18X	\$287
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		\$135
Omega Remote Start Security System		\$336

**BID FORM (cont.)
FORD INTERCEPTOR**

Ship to Location **Topeka, KS**
Delivery Charge Per Vehicle **\$ No Charge**
Topeka, KS **\$ No Charge**
All other locations **\$ No Charge per mile per vehicle**

Show location of shipping point from which mileage will be calculated: **Shawnee, KS**

Show discount(s) if payment is made in less than 30 days: **none**

Is pricing available to State of Kansas Political Sub-Division? **Yes**

Show pricing for extended warranty options: **\$100 over dealer cost**

Show basis for pricing of factory options not specified in this request: Invoice less **0 %**

Are you licensed by the Kansas Department of Revenue to sell vehicles in the State of Kansas? **Yes**

BID FORM
FORD F150 RESPONDER

ITEM	SHOW MFG. CODE OFFERED:	UNIT PRICE
2019 F-150 Police Responder Supercrew	W1P	\$31,778
Trailer tow package	53A	\$876
Black platform running boards	18B	\$220
Box side steps	63S	\$286
Boxlink	55B	\$70
Chrome front and rear bumpers	17C	\$154
Pre-Collinson assist	60P	\$128
Fog lamps	595	\$123
Front license plate bracket	153	No Charge
Integrated trailer brake controller	67T	\$242
Manual folding, power glass sideview mirrors with heat and turn signal, auto-dim	54R/59S	\$422
Manual folding manually telescoping power glass trailer mirrors	54Y/59S	\$502
Power 10- way passenger seat	61P	\$260
Floor Mats Black Rubber: WEATHERTECH vehicle specific heavy-duty black rubber all weather floor mats for front driver & passenger.	DLR	\$90
Rear window fixed privacy glass with defroster	924/57Q	\$282
Reverse sensing system	76R	\$242
Tailgate step	63T	\$330
Tonneau pick up box cover – hard	96X	\$876
Tonneau pick up box cover- soft	96T	\$462
Drop-in bed liner	96P	\$308
Keys: Three (3) ignition keys per vehicle.	DLR	\$150
Mud Guards: OEM, black, heavy duty installed on all four-wheel wells.	DLR	\$110
Remote Starter: factory remote starter if available. If not aftermarket remote start	DLR	\$299
Anti-Theft, Transmission Lock System: To be comparable to Tremco Police Anti-Theft Switch. The switch shall be located on the lower left side of the instrument panel and locks the transmission in park when the engine is running.		\$135
Omega Remote Start Security System	DLR	\$336

**BID FORM (cont.)
FORD F150 RESPONDER**

Ship to Location	<u>Topeka, KS</u>
Delivery Charge Per Vehicle	<u>\$ No Charge</u>
Topeka, KS	<u>\$ No Charge</u>
All other locations	<u>\$ No Charge per mile per vehicle</u>

Show location of shipping point from which mileage will be calculated: **Shawnee, KS**

Show discount(s) if payment is made in less than 30 days: **none**

Is pricing available to State of Kansas Political Sub-Division? **Yes**

Show pricing for extended warranty options: **\$100 over dealer cost**

Show basis for pricing of factory options not specified in this request: Invoice less **0** %

Are you licensed by the Kansas Department of Revenue to sell vehicles in the State of Kansas? **Yes**



MILEAGE CHART

147	Ablene
139 224	Arkansas City
281 139 195	Atchison
80 210 151 334	Baxter Springs
185 128 151 83 258	Belleville
36 182 131 280 61 203	Chanute
216 98 198 50 280 51 246	Clay Center
227 338 346 466 197 390 222 418	Coffeyville
72 192 163 316 18 241 44 272 195	Colby
187 207 323 337 227 282 219 289 159 209	Concordia
95 61 182 186 169 90 127 121 301 151 182	Dodge City
308 307 444 441 349 378 341 391 202 331 122 286	El Dorado
97 118 110 170 177 88 117 131 314 180 228 58 350	Elkhart
211 174 137 58 282 48 226 88 423 289 304 122 418 116	Empora
227 259 383 388 288 314 280 341 280 280 82 224 103 289 386	Fort Scott
280 371 335 498 206 423 280 451 38 234 182 394 172 347 456 140	Garden City
102 187 238 295 143 220 135 247 171 125 65 131 207 144 263 126 204	Goodland
120 227 266 335 163 280 182 307 112 138 105 181 227 204 319 139 145 61	Great Bend
89 106 212 234 130 159 122 188 234 112 124 70 245 108 183 175 287 64 124	Hays
186 87 186 66 289 43 228 22 400 251 272 101 384 111 90 324 433 280 280 169	Hutchinson
173 140 131 95 248 20 191 88 383 233 264 82 378 76 40 316 416 212 273 182 80	Independence
25 153 118 245 89 187 37 210 246 81 208 82 330 80 181 248 281 124 141 111 180 155	Iola
149 227 54 149 204 123 156 170 375 189 395 168 467 107 92 378 410 251 288 218 182 100 125	Junction City
117 185 83 160 177 98 121 145 309 184 300 134 422 80 105 341 373 218 224 188 137 78 83 41	Kansas City
147 229 25 170 176 135 148 182 389 185 331 188 452 119 112 371 404 248 284 218 174 115 123 29 40	Kansas City
289 281 400 385 310 320 302 335 174 282 83 245 88 286 383 66 207 168 188 182 329 322 291 403 376 406	Lawrence
44 170 101 239 99 182 41 205 282 84 228 108 348 78 185 288 300 143 181 131 188 150 20 116 81 110 310	Leavenworth
63 111 187 235 104 180 98 191 231 86 145 70 287 83 182 168 284 61 121 26 170 151 85 190 183 193 218 105	Liberal
66 90 177 205 129 129 102 160 282 112 184 38 278 73 181 206 256 91 152 35 140 121 86 181 153 183 223 106 30	Manhattan
195 315 273 440 124 384 187 386 75 134 153 274 270 284 392 187 113 152 83 213 375 356 204 322 287 288 233 207 209 235	McPherson
146 208 58 138 208 104 182 151 388 185 318 147 438 89 81 357 402 232 283 187 143 84 122 21 29 32 384 112 172 182 318	Newton
129 174 79 134 202 72 145 119 349 188 282 113 404 56 80 324 381 189 242 183 112 53 109 54 28 65 351 104 198 188 312 35	Norton
154 219 59 138 210 115 157 163 375 200 328 158 450 120 81 369 410 248 271 208 155 98 130 11 37 34 386 117 183 173 323 14 48	Olathe
212 118 176 48 285 34 236 38 416 287 288 116 402 121 63 340 448 248 306 185 31 54 200 148 123 180 346 195 186 168 390 129 97 141	Ottawa
237 154 167 28 311 58 256 74 442 283 313 142 427 146 30 385 475 271 332 211 67 70 221 121 135 142 372 215 212 181 418 111 110 111 38	Overland Park
147 131 286 281 187 188 179 213 221 170 78 108 190 161 228 128 254 50 110 57 196 188 168 289 237 271 135 186 84 88 202 250 218 282 212 237	Parsons
83 206 228 334 128 259 125 288 138 114 125 188 246 188 291 164 189 40 30 103 289 251 114 243 207 237 207 134 100 150 113 238 215 243 285 311 90	Pittsburg
27 143 183 267 70 182 58 223 205 52 164 102 282 115 224 201 238 76 88 63 282 183 48 177 141 171 243 68 37 82 175 170 147 177 218 244 121 71	Prairie
220 286 356 414 253 338 253 386 71 243 89 250 140 268 372 37 104 120 117 183 348 331 242 370 334 384 100 281 180 210 130 351 318 363 385 390 186 142 184	Russell
285 408 378 538 226 458 270 498 71 227 227 389 205 382 481 175 35 238 180 302 488 451 307 425 390 400 242 310 289 300 103 421 414 425 484 510 289 204 273 138	Salina
88 171 53 187 151 108 84 152 310 93 137 272 110 463 57 133 313 334 188 206 159 133 97 85 62 30 81 347 55 134 124 281 59 52 67 143 182 213 178 112 305 363	Scott City
158 242 19 214 137 170 137 217 319 153 341 181 484 128 156 382 371 257 275 231 204 150 134 73 72 44 418 120 206 186 289 76 97 78 195 188 284 246 181 375 382 71	St Francis
125 35 218 167 188 138 181 117 318 171 172 56 274 112 118 224 348 146 208 85 110 138 144 220 188 222 218 159 89 59 294 201 167 212 142 177 96 185 121 281 384 184 235	Topeka
94 55 188 183 157 108 130 135 285 139 154 28 288 86 150 208 318 114 176 54 118 110 113 182 180 194 212 132 58 28 282 173 139 185 134 180 78 154 90 253 353 136 207 34	Troy
133 14 210 144 198 112 189 94 324 178 185 48 297 108 181 247 357 154 214 83 87 127 140 213 182 216 242 156 97 87 302 194 161 206 118 154 120 183 129 273 392 157 228 23 42	Wellington
	Wichita
	Winfield

Distances are measured via the shortest US, K, Interstate Highway Route combinations and the Kansas Turnpike, where it reduces the length of the trip by five or more miles.

4. Contractual Provisions Attachment

DA-146a Rev. 06/12

4.1. 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.

4.2. 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.

4.3. 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.

4.4. 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.).

4.5. 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.

4.6. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

4.7. 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.

4.8. 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.

4.9. 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.

4.10. 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.

4.11. 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.

4.12. 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."

4.13. 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.

City of Spring Hill

401 N. Madison St.
 Spring Hill, KS 66083
 Phone (913) 592-3664
 Fax (913) 592-5040



PURCHASE ORDER NUMBER: 20-2700-001

The Purchase Order Number must appear on all related correspondence, shipping papers and invoices.

VENDOR:
 Shawnee Mission Ford
 11501 Shawnee Mission Pkwy
 Shawnee, KS 66203

SHIP TO:
 City of Spring Hill
 401 N Madison St.
 Spring Hill, KS 66083

REQUISITIONER	P.O. DATE	QUOTE #	SHIPPED VIA:	TERMS
Lt. David Hogue	3/12/2020	n/a	n/a	n/a

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Base Price	1	\$ 31,500.00	\$ 31,500.00
2020 Ford Utility PI AWD (K8A) 3.3L V-6 Exterior: Agate Black (UM) Interior: Charcoal Cloth Front / Vinyl Rear (96)			
Options:			
Courtesy Lamp Disable (43D)	1	\$ 23.00	\$ 23.00
Unity LED Driver Side Spot Light (51R)	1	\$ 359.00	\$ 359.00
Power Heated Mirrors (549)	1	\$ 55.00	\$ 55.00
Reverse Sensor (76R)	1	\$ 250.00	\$ 250.00
Receiver Hitch	1	standard	\$ -
Predrilled Headlight	1	standard	\$ -
Bluetooth	1	standard	\$ -
Trade-in of Unit 858 (Chevrolet Tahoe)	1		\$ (4,500.00)
			0

SUBTOTAL	\$ 27,687.00
SALES TAX	Exempt
SHIPPING	\$ -
OTHER	\$ -
TOTAL	\$ 27,687.00

VENDOR INSTRUCTIONS:

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method and specifications listed.
3. Send all correspondence to:
accountspayable@springhillks.gov

Authorized by:

Date:

City of Spring Hill

401 N. Madison St.
 Spring Hill, KS 66083
 Phone (913) 592-3664
 Fax (913) 592-5040



PURCHASE ORDER NUMBER: 20-2700-002

The Purchase Order Number must appear on all related correspondence, shipping papers and invoices.

VENDOR:
 Shawnee Mission Ford
 11501 Shawnee Mission Pkwy
 Shawnee, KS 66203

SHIP TO:
 City of Spring Hill
 401 N Madison St.
 Spring Hill, KS 66083

REQUISITIONER	P.O. DATE	QUOTE #	SHIPPED VIA:	TERMS
Lt. David Hogue	3/12/2020	n/a	n/a	n/a

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Base Price	1	\$ 31,500.00	\$ 31,500.00
2020 Ford Utility PI AWD (K8A)			
3.3L V-6			
Exterior: Agate Black (UM)			
Interior: Charcoal Cloth Front / Vinyl Rear (96)			
Options:			
Rear Air (17A)	1	\$ 555.00	\$ 555.00
Keyed Alike 1435X (59E)	1	\$ 47.00	\$ 47.00
Pre Drilled Tail Light (86T)	1	\$ 55.00	\$ 55.00
Heated Exterior Mirrors (549)	1	\$ 55.00	\$ 55.00
Whelen LED Driver Side Spot Light (51T)	1	\$ 382.00	\$ 382.00
Engine Idle (47A)	1	\$237.00	\$237.00
Grill Wiring (60A)	1	\$46.00	\$46.00
Courtesy Lamps Disable (43D)	1	\$23.00	\$23.00
Radio Noise Suppression (60R)	1	\$94.00	\$94.00
Global Lock Unlock (18D)	1	no charge	
Receiver Hitch	1	standard	\$ -
Predrilled Headlight	1	standard	\$ -
Bluetooth	1	standard	\$ -

SUBTOTAL	\$ 32,994.00
SALES TAX	Exempt
SHIPPING	\$ -
OTHER	\$ -
TOTAL	\$ 32,994.00

VENDOR INSTRUCTIONS:

- Please send two copies of your invoice.
- Enter this order in accordance with the prices, terms, delivery method and specifications listed.
- Send all correspondence to:
accountspayable@springhillks.gov

Authorized by:

Date:

City of Spring Hill

401 N. Madison St.
 Spring Hill, KS 66083
 Phone (913) 592-3664
 Fax (913) 592-5040



PURCHASE ORDER NUMBER: 20-2700-003

The Purchase Order Number must appear on all related correspondence, shipping papers and invoices.

VENDOR:
 Shawnee Mission Ford
 11501 Shawnee Mission Pkwy
 Shawnee, KS 66203

SHIP TO:
 City of Spring Hill
 401 N Madison St.
 Spring Hill, KS 66083

REQUISITIONER	P.O. DATE	QUOTE #	SHIPPED VIA:	TERMS
Lt. David Hogue	3/12/2020	n/a	n/a	n/a

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Base Price	1	\$ 31,778.00	\$ 31,778.00
2020 Ford F-150 Crew Cab 4x4 (W1P)			
3.5L Eco Boost			
Exterior: Agate Black (UM); Interior: 40 blank 40 (PG)			
Options:			
Rear Defroster (57Q/924)	1	\$ 282.00	\$ 282.00
WEATHERTECH floormats	1	\$ 90.00	\$ 90.00
Additional key	1	\$ 150.00	\$ 150.00

SUBTOTAL	\$ 32,300.00
SALES TAX	Exempt
SHIPPING	\$ -
OTHER	\$ -
TOTAL	\$ 32,300.00

VENDOR INSTRUCTIONS:

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method and specifications listed.
3. Send all correspondence to:
accountspayable@springhillks.gov

Authorized by: _____

Date: _____

AGENDA ITEM REVIEW SHEET

TO: GOVERNING BODY
SUBMITTED BY: DILLON JONES, SUPERINTENDENT PARKS
MEETING DATE: MARCH 12, 2020
DATE: FEBRUARY 27, 2020

Formal Action: Vireo Supplemental Agreement to Contract.

Issue: Design work needed to proceed with alternative items to Veterans Park. The designs will include veterans' memorial space, park site lighting, pavilion area adjacent to memorial site, fishing jetties. These items were not included within the current contract, listed as (alternatives) due to funding.

Background: Numerous Veterans Park amenities were removed from original scope of work to meet financial limitations during last years bid process.

Analysis: Considering recent donations, financial backing and endorsements from public and private citizens, progressed the need for alternative item designs with accurate costs. Key components and essential safety items would be included in these designs. These things would include a Veterans Memorial, pavilion area, site lighting and fishing jetties. Receiving overwhelming support from Parks Advisory Board members, Spring Hill citizens through surveys and questionnaires, local American Legion and local businesses a like has prompted this request. Giving all involved parties a design with cost association is essential to further progress the ultimate installation of these Veterans Park amenities. Total Lump Sum costs for these additional engineering professional services is \$24,000.00.

Alternatives:

- Motion to authorize approval of additional work by Vireo as listed in the supplemental agreement contract
- Approval of design to individual amenities within agreement
- Deny such

Legal Review: The supplemental agreement to contract has been reviewed and approved by city attorney.

Funding Review or Budgetary Impact: This expenditure will be drawn from Professional Services (300-000-7150).

Recommendation: Motion to authorize approval of additional engineering work by Vireo as listed in supplemental agreement contract for \$24,000.00.

Attachments: Supplemental agreement to contract.

SUPPLEMENTAL AGREEMENT TO CONTRACT



CONSULTANT: Vireo (Patti Banks Associates d.b.a. Vireo)
CLIENT: The City of Spring Hill, KS
PROJECT: P-17059.3 – Veterans Park

DATE ISSUED: January 28, 2020

This is a SUPPLEMENTAL AGREEMENT between The City of Spring Hill, KS, CLIENT, and Vireo, CONSULTANT, whereas Vireo has entered into an agreement with CLIENT dated May 31, 2017 to provide professional services for Veterans Park.

The CLIENT hereby authorizes the additional FEE for the performance of the services specified in the Scope of Services.

SCOPE OF SERVICES and FEE SCHEDULE:

1. **Veterans Memorial (\$12,000)** – Vireo will provide design services and construction drawings for the memorial space identified in the concept plan. This work will build upon preliminary design work already done by Vireo and include discussions with the American Legion and local veterans regarding the details of memorial features. The following services are included:
 - a. Meetings – Two (2) meetings with American Legion and local veterans to discuss and review memorial design Tribute features.
 - b. Preliminary Design – Vireo will provide a preliminary design building off previous work and incorporating comments from the American Legion. The deliverable will include a plan view drawing and a 3D model.
 - c. Construction Drawings – Features anticipated to include:
 - i. Retaining walls, raised planting beds, and stairs.
 - ii. Concrete pedestrian plaza (possibly including donor items and embedded lettering).
 - iii. Tribute features commemorating military service branches.
 - iv. Flag poles (with lighting).
 - v. Site amenities (benches, picnic tables, and grills).
2. **Electrical Engineering for Lighting (\$6,000)** – Electrical engineering and a schematic drawing for:
 - a. Extension to Parking lot (anticipated 2-3 30' tall poles providing security lighting).
 - b. Extension to Memorial Space items (flagpole up-lighting and pavilion lighting).
3. **Additional Construction Administration/Observation (\$6,000)** –
 - a. Construction progress meetings, project coordination, and site observation visits related to added project alternates (jetties, memorial space, pavilion, and site lighting)
 - b. Review of shop drawing submittals, rfi's, and contract modifications.

All other terms and conditions agreed upon in the original agreement executed shall remain the same.

COMPENSATION:

Lump Sum (includes expenses) \$ 24,000

The TOTAL AUTHORIZED AMOUNT under the original agreement plus ALL SUPPLEMENTAL AGREEMENTS is \$184,406.50

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

APPROVED & ACCEPTED:

CLIENT: City of Spring Hill, KS

CONSULTANT: Vireo (Patti Banks Associates d.b.a. Vireo)

Sign _____ Date _____

Linda deFlon 01/28/2020
Linda deFlon, Owner Date

Print Name: _____

ATTEST:

ATTEST:

Sign _____ Date _____

Larry Reynolds 1/28/2020
Sign Date

Print Name: _____

Print Name: Larry Reynolds