

**CITY COMMISSION MEETING  
Winfield, Kansas**

DATE: Tuesday, January 03, 2017  
TIME: 5:30 p.m.  
PLACE: City Commission – Community Council Room – First Floor – City Building

**AGENDA**

CALL TO ORDER .....Mayor Brenda K. Butters  
ROLL CALL.....City Clerk, Brenda Peters  
MINUTES OF PRECEDING MEETING.....Monday, December 19, 2016  
MINUTES OF PRECEDING MEETING ..... Thursday, December 29, 2016

**BUSINESS FROM THE FLOOR**

-Citizens to be heard

**NEW BUSINESS**

Ordinances & Resolutions

**Bill No. 1701 – A Resolution** - Authorizing the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and the Board of Trustees of William Newton Memorial Hospital, Winfield, Kansas regarding the transfer of real property commonly known as 501 Cherry St., Winfield, Kansas. (501 Cherry)

**Bill No. 1702 – A Resolution** - Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the North 185 feet of the West 7-1/2 feet of Lot 2, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas. (Butters)

**Bill No. 1703 – A Resolution** - Accepting and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the North 185 feet of the East 7-1/2 feet of Lot 1, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas. (Lachman)

**Bill No. 1704 – A Resolution** - Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Agreement between the City and Professional Engineering Consultants, P.A. relating to the inspection services for the reconstruction of a portion of 12th Avenue.

**OTHER BUSINESS**

-Consider CMB License application for Cancun Mexican Grill, 711 Main St.  
-Consider 2017 Street Projects  
-Consider MOU between the State Fire Marshal and the Winfield Fire Department for participation in the Kansas Search & Rescue Response System.

**ADJOURNMENT**

-Next regular meeting Tuesday, January 17, 2017.

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**December 19, 2016**

The Board of City Commissioners met in regular session, Monday, December 19, 2016 at 5:30 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Gus Collins, Interim City Manager, Brenda Peters, City Clerk and William E. Muret, City Attorney. Other staff members present were Patrick Steward, Community Development Director, and Russ Tomevi, Director of Public Works & Engineering.

City Clerk Peters called Roll.

Commissioner Thompson moved that the minutes of the December 5, 2016 meeting be approved. Commissioner Hutto seconded the motion. With all Commissioners voting aye, motion carried.

**BUSINESS FROM THE FLOOR**

**NEW BUSINESS**

**Bill No. 1689 – A Resolution** – Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Community Development Director Steward explains that this resolution is to consider determining a nuisance at 123 Michigan St. Steward explains that staff has taken the necessary preliminary actions to try and resolve the issue with the owner of the property, and that the next step would be formal action by the Commission which will allow for the City to hire a contractor to clean-up the property and then assess the cost to the property owner. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1689 was adopted and numbered Resolution No. 7216.

**Bill No. 1690 - A Resolution** - Determining the existence of certain nuisances in the City of Winfield, Kansas, and authorizing further action pursuant to the City Code of said City. Community Development Director Steward explains that this resolution is for a similar situation at 911 E. 5th Avenue, and that staff has taken the necessary preliminary actions to try and resolve the issue with the owner of the property, and that the next step would be formal action by the Commission which will allow for the City to hire a contractor to clean-up the property and then assess the cost to the property. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1690 was adopted and numbered Resolution No. 7316.

**Bill No. 1691 - A Resolution** - Declaring the entire boundary of the City of Winfield, Kansas. Community Development Director Steward explains that this resolution gives the legal description of the corporate boundaries of the City. Steward further explains that a resolution declaring the

boundaries is typically presented at the last meeting of the year to include any changes that have been made, and to formalize the new legal description. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1691 was adopted and numbered Resolution No. 7416.

**Bill No. 1692 - A Resolution** - Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute Agreement No. 108-16 between the City and the Secretary of the Kansas Department of Transportation, relating to the federal fund exchange program master agreement. Director of Public Works & Engineering Tomevi explains that this resolution is to consider executing a master agreement with the Kansas Department of Transportation (KDOT) for Federal Funds Exchange dollars. The purpose of a master agreement is so that an agreement for the exchange of Federal money would not be required each time the funds are available. Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, Bill No. 1692 was adopted and numbered Resolution No. 7516.

**Bill No. 1693 - A Resolution** - Authorizing and directing the Mayor of the City of Winfield, Kansas, to execute a Request to Exchange Federal Funds, between the City and the Secretary of the Kansas Department of Transportation, relating to making state funds available to the City in exchange for the City's allotment of federal funds. Director of Public Works & Engineering Tomevi explains that this resolution is to declare the City's intent to exchange Federal Funds for 2016. Tomevi explains that Federal Funds received are exchanged for 90 cents on the dollar, and then the money is paid to the City by the State of Kansas. The 2016 exchange amount is \$144,839.96, which means the City will be receiving approximately \$130,355.96 from the Kansas Department of Transportation. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1693 was adopted and numbered Resolution No. 7616.

**Bill No. 1694 - A Resolution** - Authorizing and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an agreement with George, Bowerman & Noel, P.A. to perform an annual audit for the year ending December 31, 2016, the year ending December 31, 2017, and the year ending December 31, 2018. Interim City Manager Collins explains that this resolution considers retaining the services of George, Bowerman & Noel to perform required annual audits of the City's finances for the years 2016, 2017, and 2018. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, Bill No. 1694 was adopted and numbered Resolution No. 7716.

#### **OTHER BUSINESS**

-Consider 2017 CMB License Applications - City Clerk Peters presented the following list of applicants for CMB licenses for 2017. Peters explains that everything is in order except that no application or fee was received from Cancun Mexican Grill. Peters asks the Commission for approval of all applications listed except for Cancun Mexican Grill.

Petro Stop – Babi & Co.	2124 E 9 <sup>th</sup> Ave.
Casey's General Store	219 W. 9 <sup>th</sup> Ave.

Dillons	2310 Main St.
Felts Oil – One Stop #4	221 E. 9 <sup>th</sup> Ave.
Pizza Hut	1902 Main St.
Food Mart	1500 Main St.
City of Winfield-The 19 <sup>th</sup> Hole	3805 Quail Ridge Dr.
Walmart Store #369	2202 Pike Rd.
China Wok Buffet	1620 Main St.
Vapors Oasis	1017 Main St.
Cancun Mexican Grill	711 Main St.

Commissioner Thompson made a motion that the CMB license applications for 2017 CMB be approved as presented with the exception of Cancun Mexican Grill. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

-Consider appointment to the Winfield Housing Authority - City Interim City Manager presented a possible appointment of Rusty Zimmerman to the Winfield Housing Authority for Commission consideration. Commissioner Hutto made a motion to appoint Rusty Zimmerman to the Winfield Housing Authority. Commissioner Thompson seconded the motion. With all Commissioners voting aye, motion carried.

Mayor Butters announced that the next work session, and a Special Called Meeting to consider 2016 budget amendments, would be Thursday, December 29, 2016 at 4:00 pm.

Mayor Butters announced that Cowley County Administrator Jeremy Willmoth will take the position of City Manager for the City of Winfield beginning February 1, 2017.

Commissioner Thompson made a motion to approve a contract with Jeremy Willmoth for the position of City Manager. Motion was seconded by Commissioner Hutto. With all Commissioners voting aye, motion carried.

#### **ADJOURNMENT**

Upon motion by Commissioner Hutto, seconded by Commissioner Thompson, all Commissioners voting aye, the meeting adjourned at 5:41 p.m.

Signed and sealed this 30th day of December 2016. Signed and approved this 3<sup>rd</sup> day of January 2017.

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Brenda Peters, City Clerk

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Brenda K. Butters, Mayor

**CITY COMMISSION MEETING MINUTES**  
**Winfield, Kansas**  
**December 29, 2016**

The Board of City Commissioners met in special session, Thursday, December 29, 2016 at 4:00 p.m. in the City Commission-Community Council Meeting Room, City Hall; Mayor Brenda K. Butters presiding. Commissioners Gregory N. Thompson and Ronald E. Hutto were also present. Also in attendance were Gus Collins, Interim City Manager, Brenda Peters, City Clerk and William E. Muret, City Attorney.

City Clerk Peters called Roll.

**PUBLIC HEARING**

-Consider amendments to the 2016 Annual Budget - Mayor Butters opened a public hearing for discussion of the proposed 2016 budget amendments. With No-one present to speak, Mayor Butters closed the public hearing.

**NEW BUSINESS**

**Bill No. 1695 – An Ordinance** – Amending the Annual Budget for the City of Winfield, Kansas for the year ending December 31, 2016, and the Ordinance adopting said budget providing for expenditures not to exceed amounts stated herein. Interim City Manager Collins discussed amendments for expenditures that will need to be approved for the 2016 Budget. Funds that require amending are the General Fund, Street Sales Tax Fund, the Refuse Fund, the Wastewater Fund and the Management Services Fund. Upon motion by Commissioner Hutto, seconded by Commissioner Thompson all Commissioners voting aye, Bill No. 1695 was adopted and numbered Ordinance No. 4053.

**ADJOURNMENT**

Upon motion by Commissioner Thompson, seconded by Commissioner Hutto, all Commissioners voting aye, the meeting adjourned at 4:02 p.m.

Signed and sealed this 30th day of December 2016.

Signed and approved this 3<sup>rd</sup> day of January 2017.

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Brenda Peters, City Clerk

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Brenda K. Butters, Mayor

**A RESOLUTION**

**AUTHORIZING** the Mayor and City Clerk of the City of Winfield, Kansas, to execute a Quit Claim Deed between the City of Winfield, Kansas, and the Board of Trustees of William Newton Memorial Hospital, Winfield, Kansas regarding the transfer of real property commonly known as 501 Cherry St., Winfield, Kansas.

**WHEREAS**, the parcel has been cleared of all structures by the City of Winfield; and

**WHEREAS**, William Newton Hospital has expressed interest in ownership of the property; and

**WHEREAS**, the transfer of the said property would allow for the most beneficial use to the community as a whole,

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to execute a Kansas Quit Claim Deed to the Board of Trustees of William Newton Memorial Hospital, Winfield, Kansas for the real estate described as follows:

The North Half of Lot 1, Block 5, Grandview Addition to the City of Winfield,  
Cowley County, Kansas.

A copy of which is attached hereto and made a part hereof.

**Section 2.** The Clerk of the City of Winfield, Kansas shall record said deed with the Register of Deeds of Cowley County, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 3<sup>th</sup> day of January 2017.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Gus Collins, Interim City Manager/ps

**KANSAS QUITCLAIM DEED**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

**THE CITY OF WINFIELD, KANSAS, a/k/a THE CITY OF WINFIELD, KANSAS, A  
Municipal Corporation "Grantor" QUITCLAIMS to  
BOARD OF TRUSTEES OF WILLIAM NEWTON MEMORIAL HOSPITAL, WINFIELD,  
KANSAS, "Grantee"** all of its interest in and to the following-described real estate located in Cowley County,  
Kansas:

The North Half of Lot 1, Block 5, Grandview Addition to City of Winfield, Cowley  
County, Kansas

For the sum of        N/A

SUBJECT TO:        Easements and restrictions of record.

CITY OF WINFIELD, KANSAS

ATTEST:

\_\_\_\_\_  
By Brenda K. Butters, Mayor

\_\_\_\_\_  
Brenda Peters, City Clerk

STATE OF KANSAS        )  
                                      ) SS.  
COUNTY OF COWLEY    )

Reserved for Register of Deeds

This instrument was acknowledged before  
me on November \_\_\_\_\_, 2016 by Brenda K. Butters,  
Mayor, City of Winfield, Kansas.

(SEAL)

\_\_\_\_\_  
Printed name:

Notary Public

My appointment expires: \_\_\_\_\_  
Pursuant to K.S.A. 79-1437e, a real estate validation  
questionnaire is not required due to Exception No.   4    
(complete if applicable).

**A RESOLUTION**

**ACCEPTING** and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the North 185 feet of the West 7-1/2 feet of Lot 2, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas.

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**WHEREAS,** it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

**WHEREAS,** said easement has been successfully negotiated.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by James L. Butters and Brenda Kay Butters, owners, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

The North 185 feet of the West 7-1/2 feet of Lot 2, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley Country, Kansas.

**Section 2.** The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its adoption.



**ADOPTED** this 3<sup>rd</sup> day of January, 2017.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Gus Collins, Interim City Manager/tp

PERMANENT EASEMENT

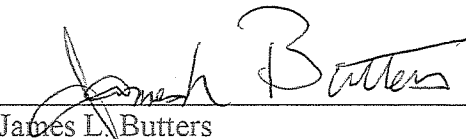
We, James L. Butters and Brenda Kay Butters, his wife, owners, in consideration of the benefit to be obtained from the utility lines which are the subject of this easement, payment of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, a permanent easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of said utilities and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows:

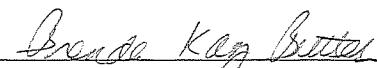
The North 185 feet of the West 7-1/2 feet of Lot 2, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the City of Winfield, Kansas, from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said City. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

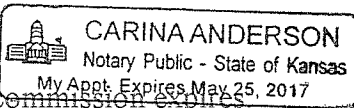
  
James L. Butters

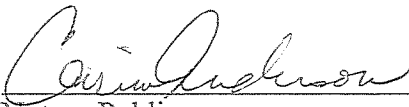
  
Brenda Kay Butters, his wife

STATE OF KANSAS

COUNTY of COWLEY, SS.

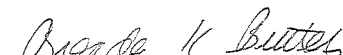
On this 20<sup>th</sup> day of December, 2016, before me a notary public in and for said county and state, personally appeared James L. Butters and Brenda Kay Butters to me known to be the persons named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

  
My commission expires \_\_\_\_\_

  
Notary Public

5-25-2017

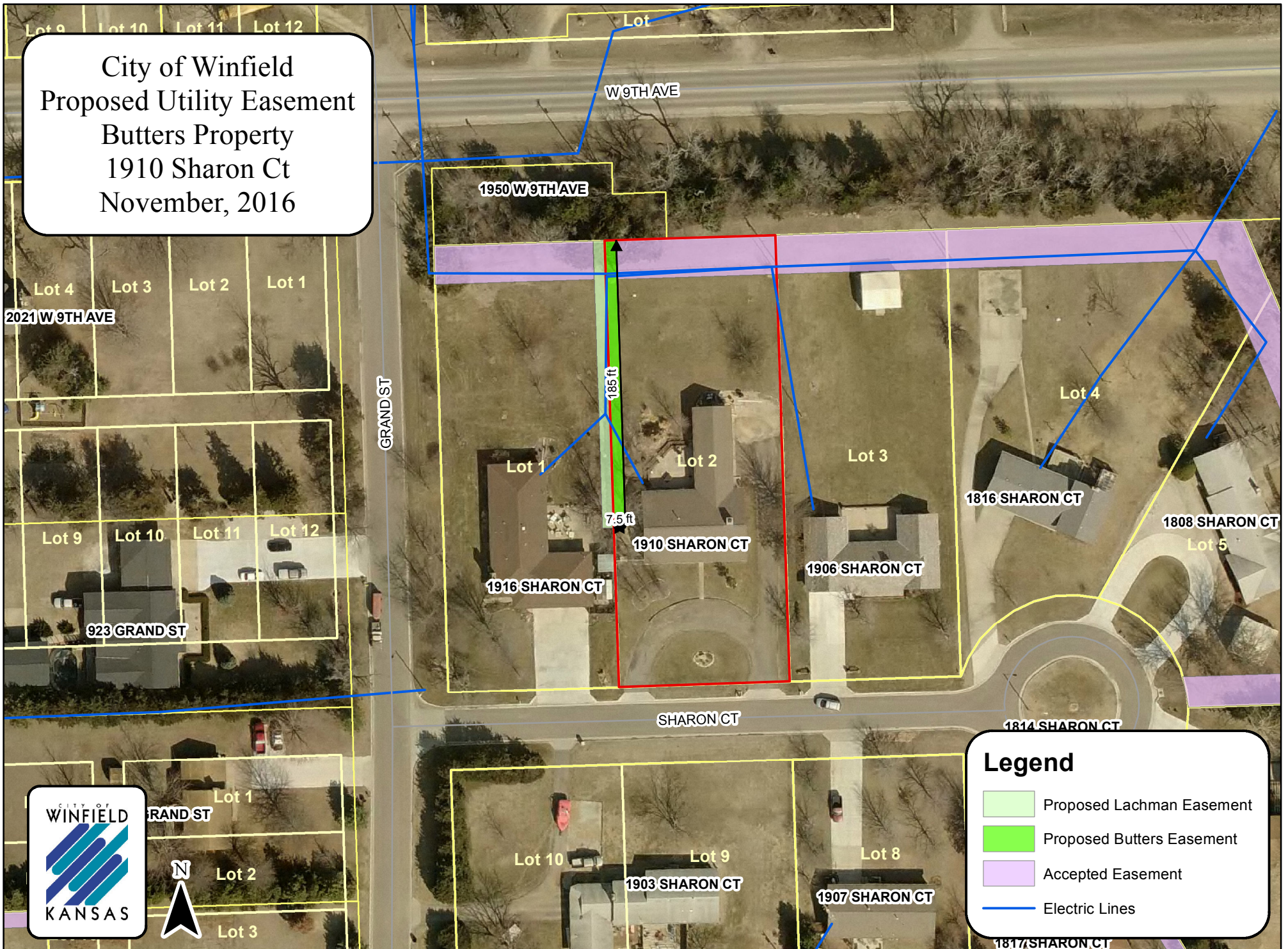
Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by Resolution No. \_\_\_\_\_ of the Governing Body of the City of Winfield, Kansas.

  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

City of Winfield  
 Proposed Utility Easement  
 Butters Property  
 1910 Sharon Ct  
 November, 2016



**Legend**

- Proposed Lachman Easement
- Proposed Butters Easement
- Accepted Easement
- Electric Lines





**A RESOLUTION**

**ACCEPTING** and authorizing the filing of a certain permanent easement necessary to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate in a portion of the North 185 feet of the East 7-1/2 feet of Lot 1, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas.

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**WHEREAS,** it was necessary to acquire a certain permanent easement to provide right-of-way for installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances in Cowley County, Kansas; and,

**WHEREAS,** said easement has been successfully negotiated.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Mayor and Clerk of the City of Winfield, Kansas, are hereby authorized and directed to accept a certain permanent easement in Cowley County, Kansas, granted by Kent Lachman and Laura Lachman, owners, necessary to provide right-of-way for the purpose of installation, construction, maintenance, repair, and removal of the utilities and the necessary appurtenances therefore, in, over, under, and across the real estate described as follows:

The North 185 feet of the East 7-1/2 feet of Lot 1, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley Country, Kansas.

**Section 2.** The Clerk of the City of Winfield, Kansas shall record said easement with the Register of Deeds of Cowley County, Kansas.

**Section 3.** This resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 3<sup>rd</sup> day of January, 2017.

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Gus Collins, Interim City Manager/tp

PERMANENT EASEMENT

We, Kent Lachman and Laura Lachman, his wife, owners, in consideration of the benefit to be obtained from the utility lines which are the subject of this easement, payment of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, do hereby convey and assign to the CITY OF WINFIELD, Cowley County, Kansas, a permanent easement and right-of-way for the purpose of installation, construction, maintenance, repair, and removal of said utilities and the necessary appurtenances therefor, in, over, under, and across the real estate described as follows:

The North 185 feet of the East 7-1/2 feet of Lot 1, Sharon Acres, a subdivision in the Northwest Quarter of Section 29, Township 32 South, Range 4 East to the City of Winfield, Cowley County, Kansas.

The amount of money as set forth herein is in full payment for the use of said property and the undersigned releases the City of Winfield, Kansas, from any claims for damages for acts or omissions pertaining to the purpose as set forth herein except for negligence on the part of said City. There are no other agreements, oral or written, between the parties except as set forth herein.

This easement is binding upon the heirs, executors, administrators, successors, trustees, and assigns of the parties hereto.

Dated this 16th day of December, 2016.

Kent Lachman  
Kent Lachman

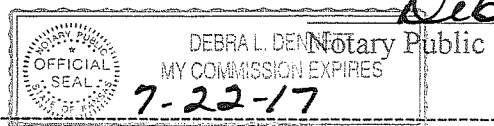
Laura Lachman  
Laura Lachman, his wife

STATE OF KANSAS

COUNTY of COWLEY, SS.

On this 16 day of December, 2016, before me a notary public in and for said county and state, personally appeared Kent Lachman and Laura Lachman to me known to be the persons named in and who executed the foregoing instrument, and duly acknowledged the execution thereof.

My commission expires:



Accepted and authorized for filing in the Office of Register of Deeds, Cowley County, Kansas, this \_\_\_\_ day of \_\_\_\_\_, 2016, by Resolution No. \_\_\_\_\_ of the Governing Body of the City of Winfield, Kansas.

\_\_\_\_\_  
Brenda K. Butters, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Peters, City Clerk



City of Winfield  
 Proposed Utility Easement  
 Lachman Property  
 1916 Sharon Ct  
 November, 2016



**A RESOLUTION**

**AUTHORIZING** and directing the Mayor and Clerk of the City of Winfield, Kansas, to execute an Agreement between the City and Professional Engineering Consultants, P.A. relating to the inspection services for the reconstruction of a portion of 12th Avenue.

\_\_\_\_\_  
**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WINFIELD, KANSAS, THAT:**

**Section 1.** The Mayor and Clerk are authorized and directed to execute for, and on behalf of the City of Winfield, Kansas, an Agreement with Professional Engineering Consultants, P.A. for the inspection services for the reconstruction of a portion of 12th Avenue, a copy of which is attached hereto and made a part hereof the same as if fully set forth herein.

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

**ADOPTED** this 3rd day of January, 2017

(SEAL)

\_\_\_\_\_  
Brenda K. Butters, Mayor

**ATTEST:**

\_\_\_\_\_  
Brenda Peters, City Clerk

Approved as to form: \_\_\_\_\_  
William E. Muret, City Attorney

Approved for Commission action: \_\_\_\_\_  
Gus Collins, Interim City Manager/rt





December 30, 2016

City of Winfield, KS  
200 E. 9th  
P.O. Box 646  
Winfield, KS 67156

Attention: Mr. Russ Tomevi, Director of Public Works

Re: 12<sup>th</sup> Ave. Improvements – City Project No. 16-TI827, KDOT Project No. 18 KA-4225-01  
Construction Observation & Materials Testing Services

Dear Mr. Tomevi:

This letter is written to serve as an agreement between the City of Winfield (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services for the Reconstruction of 12<sup>th</sup> Avenue within the City of Winfield, hereinafter called the PROJECT.

A. Project Description:

This project shall consist of demolition and reconstruction of East 12<sup>th</sup> Avenue in accordance with the KDOT Approved plans and specifications.

Specifically, PEC proposes to perform the Scope of Services as set forth:

1. PEC will provide Construction Inspection and Materials Testing Services as noted in this agreement and shall apply to all services provided throughout the construction of the PROJECT, or until substantial completion of the PROJECT is achieved such that the PROJECT can be fully utilized for its intended purpose, and Certification made to KDOT that the PROJECT has been constructed in accordance with the approved plans and specifications.
2. We understand the required services consists of:
  - a. Provide a Resident Project Representative (RPR) with current KDOT CITT credentials to perform construction inspection and documentation. Supervise testing and inspection; conduct, or witness field or laboratory tests of, construction materials as required by the approved plans and specifications; check the construction activities to determine compliance with the intent of the design; and maintain project records to document the work.
  - b. Provide construction materials testing for soils, aggregates, bituminous plant mix materials, and Portland cement concrete materials.



- c. Attendance at all required progress, coordination, and other project-related meetings.
- d. Measure, compute, and/or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor.
- e. Assist with interpretation of the Designer's intent of the Contract Documents to the Contractor.
- f. Notification to the Contractor if any material or portion of the work does not conform to the requirements of the Contract Documents.
- g. Assist the Client by evaluating merit of claims made by the Contractor and be prepared to mitigate or reduce impact of potential claims.
- h. Provide scanned pdf of field 'Red-Line' markup images of bid set of plans for the preparation of record drawings.
- i. Perform and participate in closeout activities of the project.

B. PEC Agrees:

- 1. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- 2. Maintain all accounting records and other evidence pertaining to costs incurred and to make such material available at PEC'S office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the CLIENT or CLIENT'S authorized representatives.
- 3. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided, and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in conjunction with the PROJECT.
- 4. To comply with and/or to the following additional provisions with respect to his performance and obligation under this agreement:
  - a) PEC shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act, and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.



b) In all solicitations or advertisements for employees, PEC shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.

5. To complete the services to be performed by PEC within the time allotted for the PROJECT. It is understood contract time has not been established, however; the time of services under this agreement are expected to take place generally between March 2017 and September 2017; except that PEC shall not be responsible or held liable for delays occasioned by the actions or inactions of the CLIENT or others, or for other unavoidable delays beyond the control of PEC.

C. CLIENT Agrees:

1. Provide approved contract documents (project manual and plans, including all addendums) – 1 full size and 2 half-size sets of plans, 2 project manuals with addenda and an electronic pdf copy of the complete set of searchable construction documents.
2. Provide a facility, if required, for Pre-Construction, Progress, or Coordination Meetings.
3. Provide a Project Contact Person to represent the CLIENT to submit Resident Project Representative (RPR) electronic documentation including daily observation reports and construction material test reports.
4. Provide any TV video and logs, water quality testing, or pressure testing if required by the construction contract.
5. Compose and negotiate Change Orders to cover modifications.
6. To pay PEC for its services in accordance with the requirements of this Agreement.

D. Payment Provisions:

1. Payment to PEC for performance of the specified Construction Observation and Construction Materials Testing services shall be on the basis of the attached rate schedules (Exhibits A, & C) plus reimbursable expenses. Labor in excess of 40 hours per week shall be reimbursed at 1.5 times the Standard Rate for the Project Inspector and Engineering Technician. The estimated fee, which includes reimbursables, is \$110,017.00. This Fee is based on 18 weeks of construction. The costs shown are only estimates. The final cost for our services will be determined by the actual work performed at the given unit rates.
2. Reimbursable expenses shall include vehicle mileage outside Wichita and Materials Testing Equipment.
3. Billings will be made once a month for work completed the previous month.



4. Payment by the CLIENT is due and payable within 30 days of receipt of our bill. PEC may, without liability for delay charge suspend services and withhold deliverables under this Agreement until PEC has been paid in full for all amounts due.
5. PEC shall commence work on the PROJECT within seven (7) days following authorization by the CLIENT to proceed except that PEC shall not be responsible or held liable for delays occasioned by the action or inaction of the CLIENT or other agencies.

E. It is further mutually agreed by the CLIENT and PEC:

1. That the right is reserved to the CLIENT to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of PEC's inability to proceed with the work. However, that in any case PEC shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than PEC 's actual costs plus a reasonable sum for profit.

E. Exclusions

1. Structural Special Inspections
2. Environmental Assessment
3. Storm Water Sewer video recording and log.
4. NPDES permit or SWPPP review, inspection, and documentation.
5. The creation of "Record Drawings" drawings in any form other than red-line field drawings.
6. Transcribing and distribution of Pre-Construction, Progress, or Coordination Meeting Notes.
7. Work on Sundays, national holidays, or on Saturdays immediately following a Friday holiday or Saturdays immediately preceding a Monday holiday.
8. KDOT CMS entries/data collection

This letter and the "General Provisions for Professional Services – Attachment B" attached hereto comprise the entire agreement between the CLIENT and PEC. They may be altered only by Supplemental Agreement.



Thank you for contacting us to provide professional services on the subject PROJECT. Should you have questions or if additional information is required, please do not hesitate to call. Return receipt of an executed copy of this letter will serve as our contract and notice to proceed with the work.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

A handwritten signature in black ink, appearing to read "Jerrold F. Bradley, Jr.".

Jerrold F. Bradley, Jr., P.E., P.S.  
Construction Services Engineer

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ACCEPTED: City of Winfield, KS

---

By: Ms. Brenda K. Butters,  
Honorable Mayor  
City of Winfield, Kansas

---

Bradley J. Edmundson, P.E.,  
Executive Vice President  
Professional Engineering Consultants, P.A.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Exhibit A Materials Testing Fee Schedule  
Exhibit B General Provisions for Professional Services  
Exhibit C Engineering Fee Estimate

KDOT Special Attachment No. 1



## MATERIALS TESTING FEE SCHEDULE

1-Jan-2017

Attachment A

### LABOR

	RATE	UNIT
Engineering Technician	49	hour
Masonry Inspector	56	hour
Senior Engineering Technician	62	hour
Engineering Technician O/T	75	hour
Senior Engineering Technician O/T	95	hour
Laboratory Supervisor/Manager	85	hour
Senior Metals Technician (Consulting/UT/MT/PT/CWI)	100	hour
Senior Metals Technician (Consulting/UT/MT/PT/CWI), O/T	135	hour
Visual Weld/Bolt Inspection (CWI)	90	hour
Project Manager	85	hour
Senior Engineer	115	hour

### EQUIPMENT/MISCELLANEOUS

	RATE	UNIT
Pickup Trucks, Vans	0.65	mile
Per Diem	155	day
Coring Equipment	21	hour
Nuclear Gauge	15	each
Concrete Testing Equipment	10	each
Ultrasonic Testing Equipment	100	each
Plastic Cylinder Molds	2	each

### SOILS TESTING

	RATE	UNIT
Moisture Content & Visual Classification of Soil (ASTM-D-2216 Microwave)	25	each
Atterberg Limits (ASTM D-4318)	80	each
Material Finer than 200 Sieve (ASTM D-1140)	40	each
Sieve Analysis (ASTM C-136, C117)	75	each
Moisture-Density Curves (ASTM D-698/1557)	145	each
Lime Determination (ASTM D-4253/4254)	625	each

### AGGREGATE TESTING

	RATE	UNIT
Sieve Analysis (ASTM C-136/C-117)	75	each
Specific Gravity and Absorption (ASTM C-127/C-12)	100	each
Moisture Content (ASTM C-566)	25	each
Sand Equivalent (ASTM C-2419)	125	each
Alkali-Silica Reactivity (ASTM C-1260)	680	each

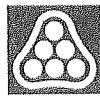
### ASPHALTIC CONCRETE TESTING

	RATE	UNIT
Extraction Only (ASTM D-2172)	170	each
Extraction/Gradation (ASTM D-2172, C-136, C-117)	225	each
Ignition Oven Test	225	each
Marshall Properties (ASTM D-1559)	75	each
Cold Feed Gradation	75	each
Vacuum Specific Gravity	50	each
Core Density/Thickness Measurement	30	each

### PORTLAND CEMENT CONCRETE TESTING

	RATE	UNIT
Compression Tests of Cylinders (ASTM C-39**)	15	each
Flexural Strength of 6"x6"x22" beams (ASTM C-78**)	46	each
Compression Tests of 2"x2"x2" cubes (ASTM C-109**)	15	each
Grout Compression Tests of 3"x6" Specimens (ASTM C-39**)	15	each

\*\*Compressive strength tests will be billed when specimens are fabricated and/or delivered to Laboratory



1. **STANDARD OF CARE.** PEC Field Services, a department of Professional Engineering Consultants, P.A. (herein referred to as PFS) shall provide professional services according to the agreed upon scope of services. PFS will perform the services with the level of care and skill ordinarily exercised by other Consultants of the same profession under similar circumstances at the time the services are performed and in the same locality. PFS makes no warranties, express or implied, under this Agreement, or in any report, opinion, document, or otherwise. Client shall give PFS prompt written notice of all suspected defects in the services.
2. **INITIATION.** PFS is authorized to proceed upon receipt of an executed copy of the Agreement or Notice to Proceed. If verbal notice to proceed is given, the terms of these provisions will apply whether or not a signed proposal is returned. Client shall provide PFS right-of-entry to property. Client shall notify PFS of all known health and safety hazards on the site. Client shall correctly identify the location of known subsurface structures and utilities. PFS shall not be responsible for damage to underground structures or utilities.
3. **TAXES.** Client shall reimburse PFS for any sales, use and value-added taxes which apply to these services. Client shall reimburse PFS for the amount of such taxes in addition to the compensation due for the services.
4. **INSURANCE.** PFS agrees to maintain during the performance of the services: Statutory Workers' Compensation coverage; and Comprehensive General and Automobile Liability insurance coverage in the sum of the agreed amount; and to the extent applicable, Professional Liability insurance for PFS's negligent acts, errors or omissions in providing services.
5. **FORCE MAJEURE:** Neither party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party, or that could not have been reasonably foreseen and prevented including, but not be limited to, weather, floods, earthquakes, epidemics, war, riots, terrorism, strikes, and unanticipated site conditions.
6. **INDEMNIFICATION/HOLD HARMLESS.** PFS shall indemnify and hold harmless the Client and its employees from any and all liability, settlements, loss, attorney's fees, and expenses in connection with damages resulting from PFS's negligent acts, errors, or omissions in services provided pursuant to this Agreement; provided, however, that if any such liability, settlements, attorney's fees or expenses result from the concurrent negligence of PFS and the Client, this indemnification applies only to the extent of PFS's negligence.
7. **USE OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and as such are applicable only to the subject project. PFS shall retain an ownership and property interest therein.
8. **DISPUTES.** Any action for claims arising out of or relating to this Agreement or the project that is the subject of this Agreement shall be governed by the laws of the State of Kansas. Good faith negotiation processes are express conditions precedent to the filing of any legal action.
9. **TERMINATION OF AGREEMENT.** Each party reserves the right to terminate this Agreement at any time, upon a 15 day written notice, provided that PFS shall be paid the value of the services rendered up to the time of termination.
10. **AGREEMENT SOLELY FOR PARTIES' BENEFIT.** This agreement is solely for the benefit of PFS and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PFS or Client in favor of such third parties.
11. **LIMITATION OF LIABILITY.** Client and PFS agree that to the fullest extent permitted by law, PFS's total liability to the Client is limited to \$20,000 for any and all damages or expenses arising out of this Agreement from any cause(s) or under any theory of liability. In no event shall PFS be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or its subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

# ENGINEERING FEE ESTIMATE

Exhibit C

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

## PROJECT

RECONSTRUCTION OF 12TH AVENUE TO SERVE RUBBERMAID

## LOCATION

WINFIELD, KANSAS

## WORK ITEM

RPR & CMT Services Agreement - 18 Weeks

## PROJECT NO.

City Project No. 16-TI 827

## DATE

12/30/16

## DESCRIPTION

Construction Inspection & Materials Testing Services

### (I) LABOR COSTS

POSITION TITLE	RATE	MAN HRS	AMOUNT	TOTAL (SUBTOTAL)
2. MATERIALS PROJECT ENGINEER	\$115.00 / hr.	5	\$ 575.00	
3. MATERIALS PROJECT MANAGER	\$85.00 / hr.	12	\$ 1,020.00	
4. PROJECT INSPECTOR	\$80.00 / hr.	754	\$ 60,320.00	
5. PROJECT INSPECTOR (OT)	\$120.00 / hr.	310	\$ 37,200.00	
6. ENGINEERING TECHNICIAN	\$49.00 / hr.	40	\$ 1,960.00	
7. ENGINEERING TECHNICIAN (OT)	\$74.00 / hr.	12	\$ 888.00	
SUBTOTAL		1,081		\$ 101,963.00

### (II) OTHER EXPENSE

	RATE	UNITS	AMOUNT	
1. INSPECTION TRAVEL (47 miles - one way)	\$0.65 / mile	8840	\$ 5,746.00	
2. MATERIALS TESTING TRAVEL (47 miles - one way)	\$0.65 / mile	1120	\$ 728.00	
3. LAB TESTING (Unit Rates in Exhibit A)	\$1,000 estimated	1	\$ 1,000.00	
4. TROXLER DENSITY GAUGE EQUIPMENT	\$15.00 / day	20	\$ 300.00	
5. COST OF CONCRETE CYLINDER MOLDS	\$2.00 / each	80	\$ 160.00	
6. P.C. CONCRETE FIELD TESTING EQUIPMENT	\$10.00 / day	12	\$ 120.00	
SUBTOTAL				\$ 8,054.00

### (III) TOTAL FEE FOR PROJECT ( I + II )

\$ 110,017.00



It shall be understood by all parties to this Contract that the Document Provisions herein shall be recognized and adhered to and made part of this Contract.

**KANSAS DEPARTMENT OF TRANSPORTATION**

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

**Nondiscrimination Clauses**

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by

~~Project No. 255-07-16-0222-01~~

Project No. 18 KA-4225-01

- 4) the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- 5) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 6) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 7) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 8) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 9) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 10) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

# **MEMORANDUM OF UNDERSTANDING (MOU)**



*Between the*  
*Office of the State Fire Marshal (OSFM)*  
*And*



---

a Participating Agency in the  
Kansas Search & Rescue Response System

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## **1.0 Purpose**

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the development and deployment of regional Urban Search & Rescue (US&R) resources.

In particular, this MOU is intended to:

- Coordinate and support the development of comprehensive regional and state response plans that will provide for a coordinated response by regional US&R resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines for regional US&R resources.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal & state US&R task forces and/or teams.

## **2.0 Background**

Urban Search & Rescue is a multi-hazard discipline that involves the location, extrication, and initial medical stabilization of victims trapped or missing as a result of a man-made or natural disaster. While a tornado or other significant weather event is often the cause, victims can also be trapped by events such as winter storms, mine or bridge collapses, wide area flooding, or a number of other significant events. These events can occur in rural areas, suburban areas, or in densely populated urban areas. They may be slow in developing, as in the case of winter storms or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion, or tornado.

Since these types of catastrophic events can quickly overwhelm first responders, it is critical that there is a comprehensive statewide response system in place that can quickly provide resources for search and rescue operations that are beyond the capabilities of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods, or other complex rescue situations.

House Bill 2097, which was enacted by the Kansas Legislature in May 2015 and codified at K.S.A. 75-1518, et seq., designated the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System, and authorized the OSFM to enter into agreements to establish regional search and rescue teams to respond to search and rescue incidents. HB 2097 further authorized the OSFM to develop rules and regulations governing the composition, training requirements, response, and operations of those regional search and rescue teams.

The State of Kansas is divided geographically into seven (7) Homeland Security regions: Northwest (NW), Southwest (SW), North Central (NC), South Central (SC), Northeast (NE), Southeast (SE), and the Kansas City Metro (KCM). A US&R resource (Task Force or Team), made up of Participating Agencies and other individual resources, is being developed and typed according to the National Incident Management System (NIMS) "Resource Typing Definitions for Mass Search and Rescue Operations". In addition, a Sponsoring Agency has been identified in each region to provide regional oversight and coordination for the US&R resource. This organizational structure and process will maximize coordination and efficiency during a disaster response at the state, regional, or national level.

### **3.0 Office of the State Fire Marshal Responsibilities**

The OSFM agrees to:

- Provide the primary point of contact for interstate or intrastate requests for US&R resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for each regional US&R resource.
- Adopt the national US&R standard for the Kansas Search & Rescue Response System and assist the regional US&R resources in meeting that standard.
- Develop plans, policies & procedures, standard operating guidelines, etc. to support the Kansas Search & Rescue Response System and assist in the development of the same for each regional US&R resource.
- Coordinate the statewide standardization of US&R equipment and personnel through the use of the state's Comprehensive Resource Management & Credentialing System (CRMCS).
- Provide and maintain system wide communications through policy development and the management of a statewide notification and alerting system.
- Pursue agreements, policies/procedures, etc. that will allow other deployable individuals to respond with the regional US&R resources. *Examples include canine handlers, physicians, structural engineers, or other professionals unaffiliated with a Participating Agency.*
- Develop other ancillary resources and agreements that will support the regional US&R resources during training, exercise, or disaster response.
- Coordinate and/or deliver the training and exercise required for Participating Agency members to meet the position specific training requirements contained in the national US&R standard.



### 3.5 Reimbursement

#### Training/Exercise

- Provide or reimburse costs (*registration, POV mileage, lodging, meals*) associated with Participating Agency members attending training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.
- Provide for the replacement of expendable items used by the Participating Agency during training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.

#### Incident Response

- Provide reimbursement for each Participating Agency member's regular hourly rate for deployments outside the region, for actual work and travel time beginning with notification and ending with return to the Point of Departure or other designated location. Reimbursement for significant events inside the region may also be available if approved by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Reimburse roundtrip mileage at the current state mileage rate for any deployed vehicle.
- Provide for the replacement of expendable items used by the Participating Agency during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Assist the Participating Agency in securing other reimbursement that may be available for state to state deployments or federally declared disasters.

### 4.0 Participating Agency Responsibilities

The Participating Agency agrees to:

- Provide an "enabling authority" to participate in the Kansas Search and Rescue Response System through documentation of resolution, executive order or other such documents as utilized by each Agency's governing body.
- Participate in strategic planning at the agency, regional and state level for the development of a state search and rescue response system.
- Participate in the development and maintenance of a regional US&R resource that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop an internal notification system and assist the Sponsoring Agency in maintaining a deployable roster for the regional US&R resource.
- Assist the Sponsoring Agency with the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required support the Kansas Search & Rescue Response System.
- Follow policies and procedures set forth in the Kansas Search & Rescue Response System, including the national US&R standard, general and position specific training requirements, participation in regional and state training and exercise, and documentation guidelines.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource.
- Provide for the visibility of Participating Agency personnel and equipment designated for deployment as part of the US&R resource through the use of the state's Comprehensive Resource Management & Credentialing System (CRMCS).

- Maintain a personnel file for each Participating Agency member that follows a standardized content and organizational structure designated by the OSFM.
- Ensure that Participating Agency members are prepared to deploy with the regional US&R resource, enabling the US&R resource to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.
- Maintain the readiness of all Participating Agency equipment and vehicles designated for deployment as part of the US&R resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.
- Maintain worker's compensation insurance on Participating Agency members during authorized training, exercise, or deployment as part of the regional US&R resource or as an individual resource.
- Provide the necessary personal protective equipment and other required equipment for Participating Agency members assigned to the regional US&R resource.
- Provide reimbursement documentation requested by the OSFM within ten (10) business days of the training/exercise event or incident.

## **5.0 Compliance Standards**

Both parties agree to comply with all applicable federal, state, and local statutes and regulations, including the national US&R standard and the National Incident Management System (NIMS).

## **6.0 Acts of God**

Neither party shall be responsible for delay or default caused by fire, riots, acts of God and/or war which are beyond the party's reasonable control.

## **7.0 State Tort Claims Act**

Upon commencing and while engaged in an authorized search and rescue incident response or while participating in pre-approved training or exercise pursuant to this agreement, members of the Participating Agency shall be deemed to be employees of the OSFM and the State of Kansas, for the purposes of the Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 *et seq.* For persons who already meet the definition of employee at K.S.A. 75-6102(d) (1), this designation shall be supplemental to and not a substitution for the employee's pre-existing KTCA coverage and/or liability. This agreement does not in any way waive any sovereign or governmental immunity of the OSFM, the State of Kansas, or the Participating Agency.

The Participating Agency shall immediately give notice in writing to the OSFM of any demand, request, or occurrence that may reasonably give rise to a claim against the Participating Agency, the OSFM, or State of Kansas. The Participating Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the tort claims act, K.S.A. 75-6101, *et seq.*

## **8.0 Severability**

If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.



## **9.0 Confidentiality**

Each party agrees that except as otherwise required by law, they shall not disclose each other's confidential information to a third party without the written consent of the other party. The rights and obligations set forth herein shall survive termination of the agreement. Any duty under this sub-section shall be subject to and interpreted consistently with the Kansas Open Records Act, K.S.A. 45-201 et seq. and other provisions of law.

## **10.0 Amendments**

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of both the OSFM and the Participating Agency.

## **11.0 Right of Refusal**

The Participating Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the Participating Agency's resources are committed to an emergency in its own jurisdiction or committed to an emergency in another jurisdiction pursuant to existing inter-local agreements, or conditions in the Participating Agency's response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

The Participating Agency is responsible for ensuring that the Sponsoring Agency and/or Duty Officer maintains ongoing situational awareness of the Participating Agency's status and ability to respond as part of the regional US&R resource.

## **12.0 Termination**

This agreement may be terminated by mutual consent of both parties at any time or by either party upon thirty (30) days advance notice in writing.

## **13.0 Approvals**

Participating Agency's representative certifies by their signature herein that he/she has the necessary and lawful authority to enter into this agreement with the Office of the State Fire Marshal.

---

**Participating Agency Representative**

---

**Doug Jorgensen**  
**Office of the State Fire Marshal**

---

**Date**

---

**Date**