



Board of Aldermen Request for Action

MEETING DATE: 11/1/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1142, Award of RFQ 22-22 Camp Host Services

REQUESTED BOARD ACTION:

A motion to approval of Resolution 1142, authorizing and directing the Mayor to execute an agreement with Janet Terry and Rich Duncan for Camp Host Services.

SUMMARY:

Earlier this year, the City was made aware the current camp host would not be returning for the 2023 season. After reevaluating the process of finding a camphost, the City decided to issue a Request for Qualifications (RFQ) rather than a Request for Proposals (RFP), as was done in years past. An RFQ allows the City to evaluate proposals and select the submission that is judged to be in the highest and best interests for the City rather than just accepting the low bid.

RFQ #22-22 was posted on September 16, 2022. This RFQ was posted for the purpose of entering into a contract for Camp Host Services at Smith's Fork Campground for the initial period of March 31, 2023, to October 31, 2023. One submission was reviewed by the committee comprised of Parks and Recreation Director Matt Denton, Parks Maintenance Crew Leader Chase Stewart, and Recreation Manager Alex Threlkeld. The one submission was invited for an interview and Janet Terry and Rich Duncan were selected by the committee as the most qualified bid.

Once selected, the pricing submitted by Janet and Rich of \$2,500 per month, was found to be reasonable and appropriate for camp host services.

Staff recommends the approval of Janet Terry and Chris Duncan for RFQ #22-22 Camp Host Services.

PREVIOUS ACTION:

NA

POLICY OBJECTIVE:

NA

FINANCIAL CONSIDERATIONS:

FY23 Budget includes \$17,500 for camp host services

ATTACHMENTS:

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Contract |
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Plans |
| <input type="checkbox"/> Staff Report | <input type="checkbox"/> Minutes |
| <input checked="" type="checkbox"/> Other: Bid Submission, RFQ | |

RESOLUTION 1142

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH JANET TERRY AND RICH DUNCAN FOR CAMP HOST SERVICES

WHEREAS, the Board of Aldermen of the City of Smithville, Missouri desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground;

WHEREAS, staff has conducted a Request for Qualifications (RFQ) process for Camp Host Services as outlined in the City Purchasing Policy; and

WHEREAS, after a review process, the selection committee has made the recommendation to award the proposal submitted by Janet Terry and Rich Duncan.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF ALDERMEN OF
THE CITY OF SMITHVILLE, MISSOURI, AS FOLLOWS:**

THAT RFQ No. 22-22 is hereby awarded to Janet Terry and Rich Duncan and the Mayor is hereby authorized to execute an agreement for services in an annual amount of \$17,500.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, the 1st day of November 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form.)

RFQ #22-22 Camp Host Services

I, Janet Terry / Chris Dunkin, hereby representing
(Agent Submitting RFQ)

Janet Terry / Chris Dunkin, have read and reviewed the attached specifications.
(Firm or Company)

I state the hereby offer meets or exceeds all requirements. Please note that Exhibit 1 and all other required information must be attached.

Janet Terry / Chris Dunkin
Company Name

5216 NE 44 Terr
Address

KC mo 64117
City/State/Zip

816-699-1102
Telephone

496-74-9127
Tax ID No.

Janet Terry
Authorized Person (Print)

Janet Terry
Signature

Camp host
Title

9/22/22
Date

Janery19@yahoo.com
E-Mail Address

State the name, address, and telephone number of not less than three (3) customers for who the Contractor has performed similar Service within the last two (2) years:

Katrina Reeves 102 Sheridans Turney Mo 816-668-9391

Dennis Reeves 102 Sheridans Turney Mo

Raymond Dunkin 5078 N Bellaire Ave 816-288-812

I was delighted to learn of your available position for camp host at Smith Fork campground. We have been camping at this campground on a regular basis for four years. We enjoy the campsite location and the full hook ups. When the previous camp hosts; Dennis and Katrina were there, we all got to know each other, which gave us the opportunity to help voluntarily with things like clean up and helping plan camp activities. Additionally, we have substituted at other camp grounds for our friends from time to time. Because of these experiences and the amount of time we have spent camping at Smith Fork we know what is expected.

I have 25 years of experience running my own business. Through this I have gained exceptional experience with customer service and have become extremely competent in tending to paperwork and phone calls. I run a preschool and hold certifications for first aid including CPR. In my years of teaching children, I have learned to manage and to cater my lessons to various age groups. I have an enthusiastic approach in my teaching style as well as experience teaching children of various mental and physical abilities. My past teaching roles also helped play a vital role in planning and executing successful activities. My leadership experience in the organizations I have been a part of gave me the opportunity to grow with confidence in teaching and providing direction to others with an approachable presence. As for my partner Chris, he has held various positions in construction and landscaping making him very familiar with machinery and an excellent handyman. Another experience he has is helping run a family lawn mowing business. This position has led to him being very self-sufficient and great at keeping up maintenance. I believe our qualifications and experiences would make us a good fit for your camp host position.

If we were given this opportunity the duties outlined would always be completed. Everything would be kept up at the highest level. We are very family-oriented people and intend on making each camper's experience the best we possibly can. Some ways we'd like to do this is by having holiday celebrations; incorporating fun activities for the kids like crafts, games, parades, having a fire truck come out, decorating contests, etc. Additionally, we plan on making a train to pull around, giving the children a fun ride around the campsite. We have a lot of creative ideas to keep the guests happy. We are very dependable hard-working people and feel confident in our ability to be great camp hosts for Smith Fork campground. We look forward to this opportunity. Thank you for your time and consideration.

My statement and my proposed fee would be \$2500. a month.

I feel this is a fair price considering the duties and all maintenance and actives I will be providing. As a camp host a priory of mine would be keep interaction with quest so I am aware of anything that needs to be improved and to keep everyone satisfied.

THANK YOU

RFQ #22-22 CAMP HOST SERVICES**THE CITY OF SMITHVILLE REQUESTS SEALED PROPOSALS FOR THE FOLLOWING SERVICES:**

This request for qualifications (RFQ) is posted for the purpose of entering into a contract for Camp Host Services at Smith's Fork Campground for the initial period of March 31, 2023, to October 31, 2023.

The scope of services for the Camp Host are set forth in the RFQ and attached Exhibit(s).

INSTRUCTIONS TO BIDDERS:

1. RFQs must be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089 and be received before 10:00 A.M. local time on October 7, 2022.
2. Responses and anything pertaining to the RFQ should be in a sealed envelope. It is preferred that the PROPOSAL RESPONSE FORM in this RFQ be used. All RFQs must be sealed and marked on the outer envelope by RFQ number and date of closing. The only information we will read at the closing will be the vendors, contractors, or proposers who responded. The closing is at 10:00 a.m. on the 7 of October 2022, at City Hall.
3. Disabled persons wishing to participate in the RFQ closing and who require a reasonable accommodation may call the City at (816) 532-3897. A forty-eight-hour notice is required.
4. Any questions regarding this RFQ should be directed to Matt Denton, Parks and Recreation Director.

THE CITY OF SMITHVILLE RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

Finance Director

Issued: the 16 day of September 2022

**CITY OF SMITHVILLE REQUEST FOR WRITTEN QUOTATIONS
GENERAL INSTRUCTIONS AND CONDITIONS**

1. Written quotations, subject to the conditions listed below and any special conditions set forth in the attached specific scope of services, will be received by the City of Smithville, 107 W. Main Street, Smithville, Missouri 64089, until the closing.
2. The City reserves the right to accept or reject any and all proposals and/or alternatives and to waive technicalities, and to accept the offer that the City considers to be the most advantageous.
3. Vendors, contractors or proposers should use the forms provided for the purpose of submitting quotes and if applicable should give the unit price, extend totals, and sign the quote as required in each specific instance.
4. If applicable identify the item you will furnish by brand or manufacturer's name and catalog numbers, as applicable. Also furnish all specifications and descriptive literature.
5. Whenever products or materials of any particular producer or manufacturer are mentioned in our specifications, they are intended to be descriptive of type or quality and not restrictive to those particular items mentioned.
6. The City of Smithville is exempt from payment of Missouri Sales and Use Tax in accordance with Section 144.010 et seq. R.S.MO 1969 and is exempt from payment of Federal Excise Taxes in accordance with Title 26 United States Code, Annotated.
7. The delivery date or dates when work will start shall be stated in definite terms, as they will be taken into consideration when making the award.
8. The City reserves the right to cancel all or any part of any order(s) if delivery and/or service is not made or work is not started as guaranteed.
9. If applicable, prices must be stated in the units of quantity specified, if applicable, in the Proposal and must be firm. Quotes qualified by escalator clauses may not be considered.
10. If this RFQ involves the design of a Public Works project and Vendor; Contractor or Proposer must comply with all of the requirements applicable to Public Works Projects under Missouri Law.
11. Any questions regarding this request may be addressed to Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089, (816) 532-3897, mdenton@smithvillemo.org.
12. The Contractor must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein Pursuant to 285.530 RSMo.

RFQ #22-22 CAMP HOST SERVICES

ARTICLE I GENERAL INFORMATION

1. The Board of Aldermen of the City of Smithville, Missouri ("City") desires to provide the citizens of Smithville and campground patrons with a full-time camp host at Smith's Fork Campground for the City of Smithville, 107 W Main Street, Smithville, MO 64089. The initial term shall be for the 2023 season, which runs from around March 31st to October 31. This agreement may be renewed for additional season at the option of the City.
2. Smith's Fork Park Campground is a full-service campground. All 83 sites have electricity, water, and sewer connections. There is a restroom/shower house with laundry services on site. The campground is open March 31 to October 31.
3. Additional information and/or questions relating to this RFQ can be obtained by contacting Matt Denton, Parks and Recreation Director, 107 W. Main Street, Smithville, Missouri 64089; (816) 532-3897.

Evaluation & Selection

The City will evaluate proposals and select the submission that it judges to be in the highest and best interests for the City. The City shall be the sole judge of what constitutes the highest and best interests of the City.

The evaluation criteria will include in no particular order, but shall not be limited to the following:

- Overall responsiveness to the RFQ.
- The ability to provide a completed document.
- Experience.
- Comprehensiveness of services offered.

The proposal evaluation and selection process will follow the following general timeline. The City reserves the right to change this schedule to meet the needs of City staff, the selection committee, and the Board of Alderman.

Issue RFQ: September 16, 2022

Final day to submit questions: October 6, 2022

Final amendment/addendum issued no later than: October 6, 2022

Proposals due: October 7, 2022, 10:00 a.m.

A City review committee will review all proposals and may interview a short list of respondents and make a recommendation to the Board of Alderman. All submittals shall become the property of the City, and, after selection process, will be a part of the public record.

Response Requirements

Responses shall include the following information, presented in this order:

A. Cover Letter: On firm letterhead, please identify the principal contact, providing the name, title, street address, email address, and telephone number, as well as all persons authorized to make representations for the respondent. The letter must indicate the type of organization of the respondent (e.g., individual, partnership, corporation, limited liability company, joint venture, etc.). The letter must briefly summarize the respondent's proposal and be signed by an authorized agent of the respondent.

B. Qualifications and Experience: Summarize the respondent's relevant experience, including:

C. References: Provide at least three references

D. Pricing: Provide a statement of the proposed fees associated with the respondent's proposal in a **SEPARATE AND SEALED ENVELOPE.**

AWARD OF THE CONTRACT

After the RFQs have been opened and duly considered, the lowest and/or best proposal to the RFQ shall be submitted to the City Board of Aldermen for formal approval. After approval by the City Board of Aldermen, the City Clerk will notify, in writing, the successful Proposer. An approved Resolution by the City Board of Aldermen shall constitute the City's official award of the RFQ. A written contract noting the terms and conditions of this RFQ will be executed before "Notice to Proceed" is given. Vendors with standardized contracts should submit them with the Proposal.

HOLD HARMLESS CLAUSE

The Vendor awarded the contract from this RFQ agrees to save and hold harmless the City and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney's fees resulting, or to result, from any of the Vendor's businesses or operations resulting from any act or omission of the Vendor's agents, servants or employees.

OFFICIALS NOT TO BENEFIT

No regular employee or elected or appointed member of the City government or their immediate family shall benefit from or be a part of and/or share any or part of this contract, or to any benefit that may arise there from without notifying the City in the Response to the RFQ that a regular employee or elected or appointed member of the City government or their immediate family may benefit under the contract. No such identified regular employee or elected or appointed member of the City government shall participate in any decision, approval, disapproval, recommendation, or preparation of any part of a contract awarded pursuant to this RFQ.

GRATUITIES ILLEGAL TO ANY EMPLOYEE AND FORMER EMPLOYEES

It is unlawful for any person or business to offer, give or agree to give, to any employee of the City, or former employee of the City, to solicit, demand, accept or agree to accept from another person or business, a gratuity, offer of employment or anything of pecuniary value in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a contract requirement or a purchase request, influencing the content of any specification or procurement standard, rendering the advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract, or to any RFQ thereof.

CO-PARTNERSHIP DISCLAIMER

It is mutually understood that nothing in this Request for Qualifications or subsequent contractual agreements is intended, or shall be construed, as in any way creating or establishing the relationship or co-partners between the parties; or as constituting the contractor as an agent or representative of the City for any purpose, or in any manner whatsoever.

NON-DISCRIMINATION IN EMPLOYMENT

Contract for Service under this RFQ obligates the Proposer not to discriminate in employment practices. Successful Proposer must be prepared to comply in all respects with all provisions regarding non-discrimination.

KICKBACKS ILLEGAL IN SUBCONTRACTING

It is unlawful for any payment, gratuity or benefit to be made by, on behalf of, or solicited from, a subcontractor under a contract to the prime contractor, or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract to a contract of the City. Upon showing that a subcontractor made a kickback to a prime contractor, or a higher tier subcontractor in connection with the award of a subcontract or order there under, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract, or order, and ultimately borne by the City, and will be recoverable hereunder from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties.

ARTICLE II GENERAL TERMS AND CONDITIONS

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the City.

(It is preferred that the Bid Response use this Form, however, the City reserves the right to accept Bids which provide the necessary information without using this form)

INSURANCE COVERAGE AND LIMITS OF COVERAGE REQUIRED:

1. Worker's Compensation – Statutory
2. Employer's Liability - \$1,000,000.00 each employee
3. General Liability - \$1,000,000.00 each occurrence
4. Property Damage - \$1,000,000.00 each occurrence

BONDING

The Contractor shall furnish a surety bond for the protection of the City in the amount of \$2,000.00 to cover funds not received by the designated City agent as provided for in the specifications. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in the Treasury Department Circular 570, individual sureties, or by other cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States.

PERMITS, LICENSES, ORDINANCES, AND REGULATIONS

In performing the Service, the Contractor shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations. This requirement does not relieve the Contractor of its obligation to comply with the specifications of the Contract documents when they exceed the requirements of applicable laws, ordinances, codes or regulations.

The Contractor shall not be compensated for changes in the Service that are required to comply with laws, codes, ordinances, and regulations that were in effect on the date the Proposal was due.

SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonably necessary steps to provide for the safety of and prevent damage, injury or loss to:

1. All persons;
2. All privately owned property real and/or personal;
3. The City's real and/or personal property and all other real or personal property at or adjacent to the work site; and
4. The Corps of Engineers real and/or personal property.

The Contractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority regarding the safety of persons or property or their protection from damage, injury or loss.

BILLING

Contractor shall, unless otherwise specified in the Contract, submit monthly statements for services and/or goods provided and/or delivered to the City.

INTELLECTUAL PROPERTY RIGHTS

Any and all material, images, slogans and/or items of any kind, tangible or intangible in nature (hereinafter collectively referred to as the "Product"), produced by Contractor pursuant to this RFQ or resulting Contract shall be considered a Work for Hire and shall be owned by the City.

Contractor will defend, at its own expense any action brought against the City to the extent that it is based on a claim that the Product infringes a copyright in the United States or a United States patent, or other intellectual property rights, and/or that the City did not obtain the sole rights to the Product from the Contractor. Contractor will indemnify and hold the City harmless (including attorney's fees and costs) with regard to any such claim provided the City reasonably notifies

Contractor in writing of the claim, and that Contractor is reasonably allowed to participate in the defense of the claim.

TERMINATION

The Contract may be immediately terminated by the City if:

1. The Contractor defaults in the performance of any of its obligations under the Contract; or,
2. The City has documented receiving unsatisfactory services applicable to the Contractor's service or work performance;
3. A petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the Contractor, or an order is entered adjudicating the Contractor bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the Contractor, or an assignment for the benefit of creditors of the Contractor is made.

OVERALL REQUIREMENTS

Contract shall be governed by the laws of the State of Missouri. In the event of any litigation arising hereunder, venue shall be properly laid only in the State Circuit Court for Clay County, Missouri.

The City shall not be obligated for any amounts in excess of the contract and/or RFQ response (bid) unless approved in advance by the City in writing.

The Contract is binding upon the parties, their partners, heirs, successors, assigns and legal representatives.

The Contractor and its subcontractors are independent contractors and are not the employees or agents of the City. Neither the Contractor nor any of its subcontractors shall represent to any person, firm, or corporation that it is an employee or agent of the City and neither shall have the right, authority or power to make or assume any obligation of any kind on behalf of the City or to bind the City in any manner.

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or any resultant agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, company, or corporation, without the previous written approval of the City.

If provided, the Contractor shall return all keys, code cards, unused supplies, other project-related materials, and any other City property to the City upon completion of the contract.

Any contract let in response to this RFQ shall be deemed to incorporate all applicable Missouri Laws and regulations, including but not limited to those set forth in the Laws Section of this RFQ.

CONFIDENTIALITY

All reports, documents and material developed or acquired by the contractor, as a direct requirement specified in the contract, shall become the property of the City. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the Contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released

to the public without the prior written consent of the City. Contractor acknowledges that it is aware of the fact that the City is subject to Missouri's Sunshine laws §610.010 et seq.

SAMPLE CONTRACT

A sample contract for this project may be attached to this RFQ. If attached the sample is for general informational purposes only and is subject to change and finalization upon the awarding of any contract let pursuant to this RFQ.

EXHIBIT 2

SCOPE OF SERVICES

The City of Smithville and Camp Host agree that the following is a list of the services required to be provided for the 2023 Camp Season. The Camp Host is responsible to complete each service in accordance with any written policies or procedures. In determining what constitutes compliance with any of the General Duties, past practice/standards shall be met. The Camp Host understands that they are a contractor, and not an employee of the City of Smithville. The Camp Host also understands that they are responsible for maintaining insurance on all of their personal property (including their camper or RV) and shall not make claims against the City for any damages to such personal property that occurs during the performance of their duties. Contractor shall keep in mind that they are a representative of the City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

The Camp Host shall provide the following services, and any additional services necessary to provide a clean, safe, and comfortable environment for the public at the Park:

1. Remove all litter and debris from the campground on a daily basis and place all such litter and debris in a proper receptacle.
2. Clean and sanitize the campground shower house/restrooms not less than once each day, or more frequently as needed during high usage periods.
3. Perform general grounds maintenance in assigned areas that include, but are not limited to: trimming around trees, posts, culverts and buildings, mowing the campground sufficient to allow Parks Department Staff to mow the remaining areas; tree and landscaping maintenance and care; general facility care and maintenance.
4. Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems, as well as assigned equipment.
5. Collect all fees for camping or other services offered. Each day's cash collections shall be transmitted to the City by the end of business of the next day. Maintain records of each transaction for inspection by the City upon request. Provide not less than weekly reports that account for all monies taken and rentals in a format that is easily understood and is capable of passing an audit when compared with the records of each transaction.
6. Provide all check-in and check-out services to camp patrons as requested.
7. Operate firewood and ice concessions, which include maintaining supplies in the inventory sufficient to handle the anticipated demand from patrons.
8. Monitor vending and laundry concessions and coordinate vendor service requests as needed.
9. Provide information and initial enforcement of park regulations; provide other non-specific visitor services sufficient enough to provide campground patrons and the general public with a positive outdoor recreational experience.
10. Such services as identified herein shall be provided by Camp Host at all days and times throughout the entire season. The only exceptions to this responsibility will be during any time(s) that the entire park has been leased for special events. The City will coordinate with the Camp Host the dates and times of any such special events to give the Host sufficient notice, which shall not be less than one week prior to such event(s).
11. Tour the campground no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
12. Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
13. Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
14. Provide an accounting of all work performed by contractor and any additional assistants

15. Facilitate any online reservations or platforms
16. Perform marketing duties as it relates to camping including but not limited to social media and photography

In order to perform these duties, the City shall provide the following materials, equipment and supplies:

1. One campsite, with full utility hookups. Such campsite will include a shelter, a picnic table, internet, one phone land line and answering machine. The phone and answering machine are for official duties only.
2. One golf cart for use in the park only. The use of the cart includes fuel for the cart.
3. One spotlight, miscellaneous hand tools, one string trimmer and string and fuel to operate.
4. A mower and fuel to operate within the park
5. Trash bags, toiletries, and cleaning supplies for the shower and restroom facility
6. Maps, brochures, and other notices for dissemination to the patrons and public.
7. Keys to all facilities and equipment.
8. All authorized forms for rentals and any other necessary office supplies required to complete such forms.

In order to perform these duties, it is expected that the Camp Host provide the following:

1. A respectable mobile trailer, motor home or approved equal that contains sanitary facilities and all equipment necessary for habitation. Such trailer or home must be on jacks or blocks for the duration of the contract and should not be used for transportation.
2. A vehicle, other than the one provided above to be used for all local and off-site transportation.

While performing the duties under this scope of services, the contracting Camp Host shall abide by all federal, state, and local laws, including, but not limited to those pertaining to discrimination based upon any protected class. The Camp Host shall provide all services in a professional, courteous manner and shall treat all patrons and the general public with respect. If a dispute arises, the Camp Host is expected to be able to effectively handle the dispute in a professional manner. In the event the patron or member of the public will not comply with any camp rule, the Camp Host may contact the Smithville Police for assistance with unruly patrons or members of the public.

EXHIBIT 3

CAMP HOST HANDBOOK

Smithville Parks and Recreation Department

Service: Campground Host (Facility Maintenance and Visitor Services)

Location of work: Smith's Fork Park, 1610 DD Highway, Smithville, MO 64089

Term of contract: March 31, 2023, to October 31, 2023

Contract Summary: The campground host shall have the primary responsibilities of facility maintenance and oversight at the Smith's Fork Campground.

Training and Experience: In order to properly perform the duties and responsibilities of this agreement the successful bidder shall possess the following attributes:

- Strong interpersonal communication and problem-solving skills.
- Willingness to work flexible hours.
- Knowledge and ability to perform routine maintenance and minor repairs on plumbing and electrical systems, facilities, grounds, and other equipment utilized and associated with the campground.
- Knowledge and ability to apply accepted bookkeeping and business management practices to campground operations.
- Ability to perform without supervision.

General Duties and Responsibilities: The Director of Park and Recreation or his or her designee will oversee execution of the contract on a daily basis. At their direction the campground host shall have the following responsibilities at Smith's Fork Campground.

- Remove all litter and debris from the campground on a daily basis.
- Clean the shower house and restrooms at least once per day; high usage periods may require more frequent cleaning.
- Perform grounds maintenance duties in assigned areas that include, but are not limited to trimming around trees, posts, culverts and buildings, mowing, tree and landscape care and general facility appearance.
- Perform routine maintenance and minor repairs to camp sites, plumbing, sewer and electrical systems as well as assigned equipment.
- Collect camping fees and accurately complete cash management reports on a daily basis.
- Provide check-in/check-out services to campground patrons as requested.
- Operate firewood and ice concessions; reorder concession supplies when needed.
- Monitor vending/laundry concessions and coordinate vendor service requests as needed.
- Provide information and initial enforcement of park regulations, as well as a variety of non-specific visitor services, to provide campground patrons and the general public with a positive outdoor recreational experience.
- Tour the campground no less than three times daily, morning, afternoon and evening looking for litter, vandalism, equipment malfunction, and cleanliness.
- Prepare and deliver children's activities on holiday weekends, Memorial Day, Fourth of July, and Labor Day, including but not limited to bicycle parades, crafts, and contests. Activities must be pre-approved by the City.
- Any substitute, or assistant host must be approved by the City before working on site. Background checks may be performed at the discretion of the City.
- Provide an accounting of all work performed by contractor and any additional assistants.
- Facilitate any online reservations or platforms.

- Perform marketing duties as it relates to camping including but not limited to social media and photography.

PERFORMANCE WORK STATEMENT:

Background: Smith's Fork Park is located approximately one mile east of 169 Highway on Highway DD in Smithville, Missouri. The park is leased to the City of Smithville from the United States Army Corps of Engineers. Recreational development includes three baseball/softball fields, one football field, a soccer field, walking trails, two reservable group shelters, one playground, a shower house, two restroom facilities, tennis courts, a basketball court, fishing on the spillway and at Lake Remote Nature area, and an 83-site campground.

Scope of work: The successful bidder shall provide labor, material and equipment as specified to perform camp host duties at Smith's Fork Park. The successful bidder shall perform the specific tasks listed in this agreement. Acceptable performance standards and current regulations are provided for each task.

Period of Performance: The contract shall begin March through October 31. The contractor shall move onto the site location a minimum of one (1) but not more than three (3) days prior to the start of the service period. The contractor shall remove his or her trailer and all personal property from government furnished campsite not later than two (2) days after the end of the service period.

Post Award Conference /Training: The contractor shall attend the post-award conference and computer/credit card training sessions. The meetings will be used to discuss and develop an understanding of all contract requirements.

QUALITY ASSURANCE: The Director of Parks and Recreation or his or her designee will monitor the contractor's performance under this contract using quality assurance procedures developed by the Director of Parks and Recreation or his or her designee. Typical procedures might include random sampling, checklists and customer complaints. This should not be considered an exhaustive list. A primary objective of the City's Quality Assurance will be to determine the effectiveness of the contractor's quality control system.

The City reserves the right to inspect and test all services called for by the contract to the extent practicable at all times and places during the term of the contract. The City will perform inspections and tests in a manner that will not unduly delay the work.

If any of the services do not conform to contract requirements, the City will request the contractor to perform the services again, where appropriate, in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

If the contractor fails to promptly re-perform the services or to take the necessary action to ensure future performance in conformity with contract requirements, the City may by contract, or otherwise: (1) perform the services and charge to the contractor any cost incurred by the City that is directly related to the performance of such service or (2) terminate the contract in whole or in part.

PERSONNEL: The contractors present a neat appearance and shall exercise tact, diplomacy, and courtesy when dealing with the public. The contractor shall assist the visiting public in reclaiming lost articles by turning in to project personnel all property left by visitors and found during performance of this contract. Contractor shall keep in mind that they are a representative of the City and that any communication, online social media or otherwise shall not reflect negatively on the City or its representatives.

OTHER CONTRACTORS: The City may undertake or award other contracts for additional work, and the contractor shall fully cooperate with such contractors and City employees. All work shall be carefully planned and fitted so as not to interfere with such other work. The contractor shall not commit or permit any act that will interfere with the performance of work by other contractors or by City employees.

SAFETY: The contractor shall immediately report any situation that could affect the health or safety of visitors to City Staff or law enforcement, including maintenance needs, utility problems, accidents, or violations of laws and regulations. The contractor shall report all disturbances that cannot be diplomatically resolved to the Clay County Sherriff or other local law enforcement as needed.

CITY-FURNISHED MATERIALS AND SUPPLIES: City-Furnished materials and supplies are provided to the contractor only for use in performing work specified in this contract. The City will provide a campsite with full utility hookups. In addition, the campsite will include a shelter, a picnic table, phone land line for official use only. The contractor shall maintain these facilities in accordance with park rules.

City-Furnished Property - The City will furnish to the contractor the following identified property to be used in performing the contract. When the property is delivered, the contractor must verify its quantity and condition in writing to the Director of Parks and Recreation or his or her designee. Damage or loss while in the contractor's possessions shall be reported in writing, within 24 hours, to the Director of Parks and Recreation or his or her designee.

<u>Item (description)</u>	<u>Quantity</u>
(1) Golf Cart and gas for cart	1 each
(2) Spot Light	1 each
(3) Telephone (official use only)	1 each
(4) Answering machine	1 each
(5) Misc Hand Tools	1 set
(6) String trimmer and line	1 each
(7) Mower	1 each

City-Furnished Consumable Items - The following consumable items, will be furnished to the Contractor by the City. The City will retain control of expendables, to be dispensed on an as-needed basis for use in performance of the Contract.

- (1) Trash bags, toiletries, cleaning supplies for restrooms
- (2) Campground maps/rules
- (3) Brochures
- (4) Keys
- (5) Stamp for envelopes and ink
- (6) Authorized forms
- (7) Fuel for mower and string trimmer

CONTRACTOR FURNISHED EQUIPMENT AND SUPPLIES: The contractor shall furnish all equipment and supplies not identified in the previous section of this agreement, as City-Furnished supplies and equipment. Specifically, the contractor shall furnish:

- A mobile travel trailer, motor home or approved equal, containing sanitary facilities and all equipment necessary for habitation. Tents or 'pop-up' style type campers are not permitted. If self-propelled units are used, they must remain on jacks or be blocked up for the duration of the contract and not be used for transportation.
- A vehicle, other than the one above, to be used for local transportation.

SPECIFIC TASKS: The contractor shall perform park attendant duties 7-days per week, including weekends and federal holidays at Smith's Fork Park as described in this section and elsewhere in the contract. The contractor or approved designee shall remain in the park at all times unless the Director of Parks and Recreation has been notified of such absence. The contractor shall retain a qualified substitute camp host to cover any absences during regular duty hours. The substitute shall be approved by the Director of Parks and Recreation or his or her designee. Background checks may be performed at the discretion of the City.

The contractor shall perform specific daily duties to maintain length of stay regulations according to established procedures. Duties include, but are not limited to, maintaining current records, posting reserved sites, checking site availability, processing camper registrations, and receiving daily arrival reports. The contractor shall take reservations at the campground for walk-up customers.

RECEIVE PAYMENTS: The contractor shall register campers and collect the required fees according to City policy. The contractor shall have on hand a sufficient change fund for this purpose.

SAFEGUARD COLLECTIONS: The contractor shall take all reasonable precautions to safeguard collections, permits, and other City-furnished property.

TRANSMIT COLLECTED FEES AND REPORTS: The contractor shall transmit all collected fees and daily cash management forms to the Director of Parks and Recreation or his or her designee daily at 8:00 a.m. Monday through Friday.

PROVIDE INFORMATION TO VISITORS: The contractor shall hand out informational brochures, pamphlets, maps. The contractor shall explain or clarify policies and regulations (e.g. trash disposal, etc.) for park visitors.

IMPLEMENT CAMPGROUND RULES AND POLICIES: The contractor shall implement all campground rules and project policies in performing their duties, including quiet hours (10 p.m. to 6 a.m.), check out times, and maximum 30 day stay limitations, etc.

TOUR PARK: The contractor shall make a minimum of 3 daily tours of the park areas, morning afternoon and evening. Any sticks or downed tree limbs, trash, etc., shall be removed at the time of the tour. Contractor shall use City provided technology to document park tours.

IDENTIFY CAMPERS: The Contractor shall identify campers who may have arrived during hours when other duties were being completed. These individuals shall be contacted and advised to register with the camp host and pay required fees.

CHECK FACILITIES: During the morning and evening tours, the contractor shall check park facilities and amenities for vandalism, equipment malfunction, and cleanliness. The contractor shall clean or repair immediately. If repairs are beyond contractor's capacity, contractor shall notify Director of Parks and Recreation immediately.

CLEAN RESTROOM/SOWER HOUSE DAILY: The shower house and restroom in the campground are to be cleaned and restocked daily. Floors shall be swept, toilet paper restocked, sinks wiped cleaned, toilets wiped down, any clogged toilets shall be repaired, and trash emptied. Any messes on floors shall be cleaned up on a daily basis. Shower house shall be mopped on a daily basis.

OPEN AND CLOSE FACILITIES: The contractor shall open and close facilities (such as laundry and shower) as requested by the Director of Parks and Recreation or his or her designee.

INDIVIDUAL TASKS CONSIDERED NECESSARY:

1. Check Site Availability
 - Cross-reference current campers list with sites occupied
2. Shower House/ Restrooms
 - Empty trash receptacles and clean daily
3. Receive Online Reservations
 - Respond to online inquiries
4. Post Reservable Sites
 - Complete reservation card
 - Post reservation card at campsite
5. Process Camper Registration
 - Input registration data
 - Collect payment
 - Print receipt
6. Maintain Records
 - Weekly report - Bill for Collection
 - Customer Receipts for recreation season
7. Register visitors and campers
 - Inform visitors of rules and regulations
8. Collect recreation fees
 - Camping, extra car, firewood and ice concessions
9. Transmit recreation fees daily
 - Deliver to Director of Parks and Recreation or his or her designee

Park Operations

1. Provide Information to Visitors
2. Tour Park
 - Identify new visitors
 - Monitor facility reservations
 - Check for and report vandalism, equipment malfunction and cleanliness of facilities
3. Open and Close Facilities (as directed)
 - Shower building/restrooms
 - Laundry room
4. Implement Campground Rules and Policies
 - Inform patrons of campground rules and policies and apply them fairly to all
 - Contact law enforcement for any unruly patron or unsafe situation
5. Grounds Maintenance
 - Mow and trim campground

EXHIBIT 4

Maintenance Area



EXHIBIT 5

SAMPLE AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2023, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and _____, ("Camp Host"), as follows:

WHEREAS, the City desires to use retain the services of the Camp Host to provide certain services concerning camp hosting duties for the City's Smith's Fork Park, and

WHEREAS, the Camp Host desires to perform such services for the City at Smith's Fork Park; and,

WHEREAS, the City and let the contract for bids and Camp Host was the selected provider, and

WHEREAS, the Parties desire to enter into an agreement that contains the rights and responsibilities of each party for the services listed herein, and

NOW, THEREFORE, it is agreed as follows:

Term:

The initial term of the contract shall be for the 2023 season, which runs from March 31st to October 31st. This agreement may be renewed for additional seasons at the option of the City.

City's Responsibilities:

The City shall be responsible to provide the Camp Host with certain materials and supplies in accordance with the attached Scope of Services for the 2023 Smith's Fork Park Camp Host.

Camp Host's Responsibilities:

The Camp Host shall be responsible to provide Camp Hosting services in accordance with the attached Scope of Services for the 2023 Smith's Fork Park Camp Host.

General Contractual Terms:

1. The parties agree that this agreement shall constitute the sole agreement between the parties, subject to the attached Scope of Services.
2. The parties agree that in the event of a dispute, Missouri Law shall govern the resolution of such dispute, and that Venue for any court resolution is solely held in Clay County Missouri.
3. The parties agree that any amendments to this agreement must be in writing and signed by both parties in accordance with Missouri law (including Board of Aldermen approval) before such amendment is valid. If the parties agree to amend the Scope of Services, such amendment may be amended by a written change to such document, signed by both the Camp Host and the City's Administrator.

4. Both this agreement, and the Scope of Services are deemed by the parties to be jointly drafted, and no other presumptions shall be made concerning how the agreement and Scope of Services are to be construed by a Court of Law.

Termination of Contract:

1. The Camp Host may terminate this contract with 30 days' notice to City, but only in the event that the City has defaulted in the payment of sums due under this contract for a period of thirty days or more.
2. The City may terminate this contract with two-weeks' notice to the Camp Host for failure to comply with the contract and scope of services requirements. The City shall afford the Camp Host the opportunity correct deficiencies by providing notice indicating the specifications that are not being met and the opportunity to correct such deficiencies within one week. If the City has provided the one-week opportunity to correct, and the Camp Host fails to do so, or if the Camp Host has previously been provided notice on any other matter which requires correction and again fails to meet the specifications, the City may then terminate this agreement.

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

CITY OF SMITHVILLE, MISSOURI

ATTEST:

Mayor Damien Boley

By _____
Linda Drummond, City Clerk

CAMP HOST
