



Board of Aldermen Request for Action

MEETING DATE: 8/20/2024

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1392, Camp Host Agreement Renewal

REQUESTED BOARD ACTION:

Motion to approve Resolution 1392, authorizing renewal of an agreement with Janet Terry and Chris Dunkin for camp host services at Smith's Fork Campground.

SUMMARY:

RFQ #22-22 was posted on September 16, 2022. This RFQ was posted for the purpose of entering into an agreement for Camp Host Services at Smith's Fork Campground for the initial period of March 31, 2023, to October 31, 2023. One submission was received and reviewed by a 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 Chris Dunkin were selected by the committee as the most qualified bid.

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

Resolution 1142 awarded the bid of the camp host to Janet Terry and Chris Dunkin on November 1, 2023, for the April 1 to October 31, 2023, season, with the option to renew for three additional seasons at the option of the City. On August 28, 2023, the BOA approved the option to renew the contract for their second season. The 2025 season would be the last season on their contract and this contract will go back out to bid before the 2026 camping season.

Janet Terry and Chris Dunkin have completed their second year of Camp Host Services for the City of Smithville. Staff and patrons alike have noticed improved appearance and cleanliness of the campground and the restroom facilities. Customer satisfaction has been great. We have received multiple compliments, letters, and emails stating how great both are and how well they keep the shower house clean.

Staff recommend exercising the third and final option to renew their agreement for the 2025 camping season.

POLICY OBJECTIVE:

This contract extension supports the Enhanced Recreation and Connecting Pillar of the Strategic Plan, specifically the action step of building recreation as an economic driver.

FINANCIAL CONSIDERATIONS:

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ATTACHMENTS:

- ☐ Ordinance
- ☒ Resolution
- ☐ Staff Report
- ☐ Other:

- ☒ Contract - Original
- ☐ Plans
- ☐ Minutes

RESOLUTION 1392

A RESOLUTION AUTHORIZING THE RENEWAL OF AN AGREEMENT WITH JANET TERRY AND CHRIS DUNKIN FOR CAMP HOST SERVICES AT SMITH'S FORK CAMPGROUND

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; and

WHEREAS, The City of Smithville contracted with Janet Terry and Chris Dunkin for such services on November 1, 2022, for the April 1 to October 31, 2023 season and the contract may be renewed for three additional seasons at the option of the City; and

WHEREAS, both parties wish to renew the third and final option of the contract; and

WHEREAS, the contract provides annual renewal at the City's option for such services.

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

THAT the Board of Aldermen for the City of Smithville, Missouri hereby directs the Mayor to execute a renewal of the agreement with Janet Terry and Chris Dunkin for Camp Host Services at Smith's Fork Park beginning April 1, 2025, and ending October 31, 2025.

PASSED AND ADOPTED by the Board of Aldermen and **APPROVED** by the Mayor of the City of Smithville, Missouri, on the 20th day of August 2024.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk

EXHIBIT 5

AGREEMENT

THIS AGREEMENT entered into this 1st day of November, 2022, by and between the **CITY OF SMITHVILLE, MISSOURI**, a Missouri Municipal Corporation ("City") and Janet Terry & Chris Dunkin, ("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.

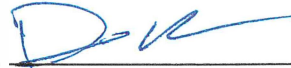
4. Both this agreement, and the Scope of Services are deemed by the parties to be jointly drafted, and no other presumptions shall be made concerning how the agreement and Scope of Services are to be construed by a Court of Law.

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




Mayor Damien Boley

ATTEST:

By 
Linda Drummond, City Clerk

CAMP HOST


Janet Terry
Rich Duncan
Correction
Chris Dunkin