CITY OF GREENSBURG
REGULAR CITY COUNCIL MEETING
300 SOUTH MAIN GREENSBURG, KANSAS
MONDAY, OCTOBER 21, 2019
6:00 PM

A) CALL TO ORDER

B) PLEDGE OF ALLEGIANCE AND INVOCATION

C) ROLL CALL & APPROVAL OF THE AGENDA

D) CITIZEN COMMENTS
   All comments are limited to a maximum of three minutes for each speaker. In accordance with the Open Meetings Act, City Council members may not discuss or take action on any item that is not on the Agenda.

E) CONSENT AGENDA
   These items are routine and enacted by one motion. There will be no separate discussion of these items unless a Council member so requests. Any consent agenda item can be removed and placed on the agenda as an item of business.
   1. Approval of Minutes
      a. Regular Meeting – October 7, 2019
   2. Appropriation Ordinance
      a. Ordinance #1158

F) ITEMS OF BUSINESS
   1. Receive Rhonda Fernandez, Professional Insurance Consultants: Agreement for Consulting Services
   2. Memorandum of Understanding Between City of Greensburg and Kiowa County Commissioners Regarding Law Enforcement Functions

G) CITY STAFF REPORTS

H) GOVERNING BODY COMMENTS

I) ADJOURNMENT

NOTICE: SUBJECT TO REVISIONS

It is possible that sometime between 5:30 and 6:00 pm immediately prior to this meeting, during breaks, and directly after the meeting, a majority of the Governing Body may be present in the council chambers or lobby of City Hall. No one is excluded from these areas during those times.

To be placed on future agendas please contact City Administrator Stacy Barnes at administrator@greensburgks.org or call City Offices at 620-723-2751.
Greensburg City Council
October 7, 2019
City Hall

A) CALL TO ORDER
Mayor Matt Christenson called the October 7, 2019 meeting to order at 6:00 p.m.

B) PLEDGE OF ALLEGIANCE & INVOCATION
The Pledge of Allegiance was said. Invocation was given by Jon Harrison.

C) ROLL CALL & APPROVAL OF THE AGENDA
Council Present: Mike McBeath, Mark Trummel, Pam Reves, Sandy Jungemann, and Haley Kern. Staff present: Administrator Stacy Barnes, City Clerk Christy Pyatt.

Reves made a motion to approve the agenda as presented. Trummel seconded. Motion passed 5-0.

D) CITIZEN COMMENTS
George Ryan, Twilight Theatre, advised that the theatre has booked two live music performances. November 10th at 6:30 “Mike Morgan and the Crawl” will perform classic blues. November 16th at 7 p.m. they will host William Clark Green, an American country music singer.

Carolyn Irvin, thanked Council for their immediate attention to the property on East Florida Ave. that she had previously complained about. She asked if there was any ongoing contact with property owners to mow along the curb? Kern advised that there was a reminder in the last newsletter to mow along the curb, stating that this is a constant process.

E) CONSENT AGENDA
Reves made a motion, seconded by Jungemann, to approve the Consent Agenda as presented. Motion passed 5-0.

F) ITEMS OF BUSINESS
1. Convene as the Public Building Commission: Consider PBC Resolution 2019-03, Tax & Securities Compliance Procedures related to the PBC Bond Refinancing
Christenson recessed Council at 6:06 pm and convened as the PBC. Closing on the refinanced Big Well bonds occurred October 1st. Barnes presented one last document to approve and sign. Resolution PBC 2019-03 provides that the PBC will comply with requirements of the IRS and SEC regarding tax compliance and documentation. Kern made a motion to approve Resolution 2019-03 as presented. McBeath seconded. Motion passed 5-0. Christenson closed the PBC and reconvened as the Council at 6:08 p.m.

2. 2019 Kennedy McKee Audit Agreement
Following his presentation of the 2018 Audit report at the last Council meeting, Jim Kennedy of Kennedy McKee & Company provided a letter of engagement for the 2019 audit and assistance with the 2021 budget preparation for Council’s consideration. Fees and services are the same as previous years, at their standard hourly rates, not to exceed $15,900 plus expenses. Considering that the firm has worked with the City of many years and is familiar with the City’s processes, Trummel made a motion to approve the agreement. McBeath seconded. Motion passed 5-0.
3. Discussion of Draft Memorandum of Understanding Between City of Greensburg and Kiowa County Sheriff’s Department

A draft Memorandum of Understanding (MOU) between the City and Kiowa County Sheriff’s Department was provided in the meeting packet. Barnes advised that she has been unable to meet with Sheriff Tedder due to his busy schedule. Barnes did forward the draft to Tedder but has yet to receive feedback.

Kern would like to know the Sheriff’s opinion on a City officer responding to a situation outside city limits. Kern noted that in the past, the Police Chief has assisted/responded to calls. She would like to ensure that the City and County are on the same page in that regard. Trummel asked if a City Officer has the jurisdiction to assist or respond outside of city limits? Barnes will discuss this with Sheriff Tedder. Language such as “as requested by the Sheriff’s Office” was suggested.

Christenson would like to see more detailed language in the final draft regarding any potential, future requirement for reimbursement of services to the Sheriff’s Office, allowing the City time to review the fee and plan for it in future budgets.

Kern would like it clear to the Sheriff’s Office that there are other things that the City’s one officer may be doing that will not involve active traffic patrol (i.e. administratie duties, code enforcement) Trummel mentioned that the officer could have a change in schedule, not always coming in Monday-Friday 9 a.m. to 5 p.m. Barnes and the Council voiced that communication and coordination will be important in developing and maintaining a good relationship between the two departments. Trummel suggested that the City’s officer could provide the Sheriff’s Office with a weekly schedule of when he will be on duty.

Barnes asked if Council desired to have a term limit to MOU? Christenson prefers the document to be ongoing, until amended, if the intention is to continue the department.

Trummel asked if the position had been advertised yet. An ad has not yet been placed as Barnes was conferring with Sheriff Tedder on where the ad should be posted. He has recommended a couple of websites on which to list the posting. Advertisement is on Barnes’ agenda for this week. Jungemann asked if the decision was to have a committee review applicants. Barnes confirmed that this was the case, stating that Tedder has agreed to be part of that committee.

4. 3rd Quarter Financial Report

Included in the packet was a financial report for the 3rd quarter of 2019. Barnes pointed out that the Big Well cash balance showed a large reduction for the year due to the PBC bond refinancing. Council will need to pass a budget amendment for that fund by end of the year. Total General Fund expenditures are down while revenues are up. As mentioned during the 2018 audit report, Council will need to review water and sewer rates and monitor the cash balances of those funds closely. No questions or comments were received from the Council.

G) CITY STAFF REPORTS

Barnes reported to Council on the following topics:

- **Moderate Income Housing Grant Submitted**: Staff has submitted an application to the Kansas Housing Resources Corporation Moderate Income Housing Program for consideration. Staff has also begun the rezoning process for the property that would be developed. That request will come before the Planning Commission on October 30th. The rezoning will be pending the approval of the grant
funding. Staff did not want the project to be delayed by the rezoning process. Upon Planning Commission approval, the request will come before the Council at the November 18th meeting.

- **PBC Refinancing**: The refinancing of the PBC bonds closed on October 1, 2019. The payment of $141,940 from the Big Well cash balance was made towards the principal. As mentioned earlier, because this expenditure was not budgeted for 2019, a budget amendment is required by the end of the year. Council can expect this on an upcoming meeting agenda.

- **New Bobcat Arrival**: Last Friday the new Bobcat was delivered and saw use today with the beginning of construction of the new park shelter.

- **Chief of Police Job Posting**: As mentioned earlier, Barnes will be posting the open Chief of Police job this week, accepting applications through the end of the month. Sheriff Tedder has made suggestions on where to advertise the position and is glad to help with application screening.

- **Employee Health Insurance**: It has been 4 years since the City has put employee health insurance coverage out for bid. Staff has begun work on this process through Rhonda Fernandez of Professional Insurance Consultants and will be meeting with her Friday. This will be a future Council agenda item.

- **Upcoming Conferences**: Barnes and Pyatt will be gone Saturday, October 12th - Monday, October 14th for the annual League of Kansas Municipalities Conference in Overland Park. Tourism Director Caitlin Matile will be promoting Greensburg at the Mother Earth News Fair in Topeka October 19th and 20th. Matile and Barnes will both be attending the annual Kansas Tourism Conference in Mulvane October 21st-23rd. This conference conflicts with the October 21st Council Meeting. Pyatt will be staff representation at the meeting.

**H) GOVERNING BODY COMMENTS**

Christenson reminded everyone of the local elections happening next month. The deadline to register to vote is next week, October 15th.

**I) ADJOURNMENT**

With nothing further to discuss, Christenson declared the meeting adjourned at 6:25 p.m.
### APPROPRIATION ORD. 1158

#### 10.21.19

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To: Mayor and City Council  
From: Stacy Barnes, City Administrator  
Subject: Agenda items F.1-2

**Item F.1  Receive Rhonda Fernandez, Professional Insurance Consultants: Agreement for Consulting Services**

Rhonda Fernandez with Professional Insurance Consultants has been the long-time employee benefits consultant for the City of Greensburg. Rhonda has assisted with annual employee benefit enrollment, been available for new employee enrollment and termination paperwork, and has every few years helped to shop health insurance. We have not shopped health insurance in 4 years and we have met with her to begin this process for 2020 employee health insurance.

For many years (since before 2007) we have not had any agreement with PIC for consulting services or fees for said services. Included in this agreement is a scope of services including benefit plan design or redesign, benefit administration assessment, renewal of benefits, carrier negotiations, and legal compliance support. The term of this agreement is for 3 years at $200 per month, equaling $2,400 annually.

**Items F.2  Memorandum of Understanding Between City of Greensburg and Kiowa County Commissioners Regarding Law Enforcement Functions**

Included in the packet in a formalized version of the previously discussed memorandum of understanding between the City and County regarding law enforcement in the City of Greensburg. From previous council discussions and suggestions, regular departmental communication, assistance, dispatch services and potential fees are all addressed in this agreement. This agreement is scheduled to be on the Kiowa County Commissioner’s meeting agenda for the morning of Monday, October, 21st and I will be attending. Christy will have an update at the council meeting.
AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (the “Agreement”) is entered into by and between Professional Insurance Consultants, Inc. (“PIC”) and __City of Greensburg__ (the “Client”) for the purpose of providing employee benefit consulting services. The effective date of this Agreement is ___________ (the “Effective Date”).

WITNESSETH AS FOLLOWS:

WHEREAS, the Client sponsors and maintains employee welfare benefit plans for its eligible employees and their dependents;

WHEREAS, the Client desires assistance in structuring and selecting the service providers (including insurers and/or third-party administrators) for such plans;

WHEREAS, PIC is willing to provide such assistance to the Client in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, a description of PIC’s services are set forth in Appendix A of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

ARTICLE I – TERM OF THE AGREEMENT

Section 1.01 Initial Term. The initial term of this Agreement shall commence on the Effective Date set forth above and shall last for the next ___3___ years.

Section 1.02 Automatic Renewal. Upon the expiration of the initial term, this Agreement shall automatically renew for successive terms of ___3___ years unless the Agreement is otherwise terminated as provided in Article VII below. Each successive term shall constitute a separate “Consulting Period.” In the event that this Agreement is terminated during a Consulting Period, the Client shall be obligated to pay PIC for any services performed prior to the date of termination.

ARTICLE II – DUTIES OF THE CLIENT

Section 2.01 Provision of Information. The Client shall provide to PIC all information necessary for PIC to perform its responsibilities and services pursuant to this Agreement. The Client acknowledges that its prompt furnishing of complete and accurate information is essential to PIC’s timely and efficient provision of consulting services. PIC shall not be responsible – financially or otherwise – for the consequences arising out of inaccurate or incomplete information that is provided by the Client and reasonably relied upon by PIC in performing its services.

Section 2.02 Plan Administrator and Named Fiduciary. The Client shall serve as the “plan administrator” and “named fiduciary” (for purposes of the Employee Retirement Income Security Act (“ERISA”), and if applicable, the Internal Revenue Code (the “Code”) of the plan that it sponsors and maintains.
Section 2.03 Plan Document and Summary Plan Description. The Client shall be responsible for adopting and maintaining a plan document and summary plan description. These two documents are required of most plans by ERISA and/or the Code. The Client is responsible for ensuring that its plan document and summary plan description remain up to date and accurately reflect its latest policies and practices.

Section 2.04 Distribution of Required Notices. The Client shall be responsible for distributing all required notices to employees, participants, and beneficiaries, as applicable. PIC will assist the Client in the preparation of certain notices, as specified in Appendix A of this Agreement.

Section 2.05 HIPAA Obligations. The Client acknowledges that the group health plan it sponsors is a “covered entity” within the meaning of the Health Insurance Portability and Accountability Act (“HIPAA”). As a result, the plan must be in full compliance at all times with the requirements of both the HIPAA medical privacy regulations and the HIPAA electronic security regulations. Pursuant to those regulations, the Client is prohibited from receiving and/or using protected health information (“PHI”) unless and until it has satisfied the HIPAA regulatory pre-conditions for doing so, and even then, its ability to receive or use PHI is strictly limited to the purposes authorized by HIPAA. (In general, only self-insured health plans, which include health flexible spending arrangements and health reimbursement arrangements, receive PHI.) The Client acknowledges that it is legally responsible for ensuring that it is in full compliance with both the HIPAA medical privacy regulations and the HIPAA electronic security regulations. This obligation includes, but is not limited to: (a) preparing and distributing a notice of privacy practices to all covered persons in the plan and (2) establishing written policies and procedures designed to facilitate the Client’s compliance with the HIPAA medical privacy regulations. PIC is not responsible for the Client’s compliance with the HIPAA medical privacy regulations or the HIPAA electronic security regulations. If the Client has questions about, or is unsure of its obligations under, HIPAA, the Client agrees to seek guidance from experienced employee benefits counsel to ensure that it is in full compliance with the HIPAA regulatory requirements.

Section 2.06 Other Duties. The Client shall perform such other duties and services as are described in this Agreement or directed by PIC.

ARTICLE III – PIC’S SERVICES

Section 3.01 Services to Be Provided by PIC. PIC will provide the Client with employee benefits management consulting services and will consult with the Client’s employees, representatives, agents, and contractors as to such matters as elected by the Client and as set forth in Appendix A of this Agreement. PIC will also perform such other services as the Client and PIC mutually agree in writing.

Section 3.02 PIC Is Not a Fiduciary. The Client acknowledges that, notwithstanding any other provision of this Agreement to the contrary, PIC’s services under this Agreement are not intended in any way to impose on PIC a fiduciary status under ERISA or common law. This Agreement does not provide PIC, and the Client agrees not to cause or permit PIC to assume (without PIC’s express, prior written consent), any: (a) discretionary authority or discretionary control respecting management of any “employee benefit plan” within the meaning of Section 3(3) of ERISA; (b) authority or control respecting management or disposition of the assets of the plan; or (c) discretionary authority or discretionary responsibility in the administration of the plan.

Section 3.03 Reliance. In the performance of its duties, PIC may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to PIC by the Client or its designated representatives and reasonably believed by PIC to be genuine and authorized by the Client.
Section 3.04  **No Practice of Law.** PIC will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of PIC under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA and the Code) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations. PIC shall, however, assist the Client in retaining the guidance of experienced employee benefits counsel to help ensure that the Client is in full compliance with applicable laws and regulations.

Section 3.05  **Subcontractors.** PIC may cause another person or entity, as a subcontractor of PIC, to provide some of the services required to be performed by PIC hereunder.

Section 3.06  **Conflict of Interest.** PIC's engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. PIC will, nevertheless, exercise care and diligence to prevent any actions or conditions that could result in a conflict with the Client's best interests.

Section 3.07  **Acknowledgments Regarding PIC's Insurance Carrier Recommendations.**

In connection with PIC's services under this Agreement, the Client acknowledges that:

(a) Although PIC will apply its professional judgment to access those insurance companies that it believes are best suited to insure the Client's risks, there can be no assurance that the insurance companies PIC has accessed are the only or are the best suited ones to insure the Client's risks.

(b) The final decision to choose any insurance company will be made by the Client in its sole and absolute discretion. The Client understands and agrees that PIC does not take risk, and that PIC does not guarantee the financial solvency or security of any insurance company.

(c) The Client is responsible for immediate payment of PIC's fees and payment of premiums for all insurance placed by PIC on the Client's behalf. If any amount is not paid in full when due, including premium payments to insurance companies, that nonpayment will constitute a material breach of this Agreement that will allow PIC to immediately terminate this Agreement, at its option, without notice to the Client, and may allow an insurance company to cancel any applicable policies in accordance with the terms of such policies.

**ARTICLE IV – FEES FOR PIC’S SERVICES**

Section 4.01  **PIC’s Fees.** Subject to any changes as may be mutually agreed upon by the parties, the Client shall pay PIC a fee of $200.00 per month as compensation for PIC’s consulting services under this Agreement. This fee shall be paid each month during the life of the Agreement. PIC will send an invoice to the Client on approximately the 15th day of each month. This invoice must be paid no later than the 5th day of the following month. Any invoice that is paid more than thirty (30) after the due date will be subject to a $50.00 late charge.

Section 4.02  **Changes to PIC’s Fees.** The fees for PIC’s services are subject to change on an annual basis. No less than thirty (30) days prior to the end of the then-current term, PIC will provide the Client with written notice of the costs for services to be provided during the next twelve-month Consulting Period.
Section 4.03 Early Cancellation Penalty. In the event that the Client terminates this Agreement during the middle of a Consulting Period without providing a minimum of four full months of advance written notice (as required by Section 7.02), the Client must pay an early cancellation fee equal to the sum of subsections (a) and (b) below:

(a) The lesser of:
   (1) Fifty percent (50%) of the annual consulting fee for that Consulting Period, or
   (2) The greater of (i) the balance of any remaining fees for that Consulting Period, or
       (ii) four full months of consulting fees; plus.

(b) Four full months of commissions on any insurance contract of the Client for which PIC is/was designated as agent of record at the time of this Agreement’s early termination.

If the Client’s notice of termination is received on or after the first day of a month, that particular month will not count in terms of satisfying the three full months’ advance notice requirement. The early cancellation fee required by this section is due no later than the 5th day of the month following the month in which the early cancellation occurred.

ARTICLE V – LIABILITY AND INDEMNIFICATION

Section 5.01 Limitations on PIC’s Authority and Responsibilities. In performing its obligations under this Agreement, PIC neither insures nor underwrites any liability of the Client under the plan. PIC merely provides the services described in the Agreement. The Client retains full and final authority and responsibility for the plan and its operation. PIC is empowered to act on behalf of the Client only as expressly stated in this Agreement or as mutually agreed to in writing by the Client and PIC.

Section 5.02 Client is Responsible for Compliance with State and Federal Law. PIC shall have no responsibility for, or liability with respect to, the compliance or non-compliance of the plan with any applicable federal, state, or local rules, laws, and regulations. Plan design decisions rest with the Client and, to the extent a design decision violates state or federal law, all liability shall rest with and be borne by the Client. The Client shall have the sole responsibility for, and shall bear the entire cost of compliance with, all federal, state and local rules, laws, and regulations, including, but not limited to, any licensing, filing, reporting, modification, and disclosure requirements as may apply to the plan, and all costs, expenses, and fees relating thereto.

Section 5.03 Indemnification of PIC. Except as otherwise explicitly provided in this Agreement, the Client agrees to indemnify and hold harmless PIC, its directors, officers, agents, and employees (collectively, the “Indemnified Persons”), from any all claims, expenses, damages, losses, costs, liabilities (including tax assessments and related interest and/or penalties), attorney fees, settlements, fines, judgments, damages, penalties, or court awards that are incurred in connection with any act or omission by Indemnified Persons under this Agreement; provided, however, the Client shall not have liability for a claim, expense, loss, cost, liability, settlement, fine, judgment, damage, penalty, or court award that is attributable to an Indemnified Person’s gross negligence or fraud. To the extent an Indemnified Person is subject to liability under this Agreement, the maximum amount of liability of such Indemnified Person shall be equal to one (1) year of fees assessed by PIC to the Client under this Agreement. The indemnification obligations set forth in the Agreement shall survive the termination of the Agreement.
In no event shall Indemnified Persons be liable for indirect, special, consequential, or punitive damages arising from any obligations under this Agreement, whether foreseeable or not. In no event shall Indemnified Persons be liable for the attorney fees of any party bringing a claim against Indemnified Persons in connection with this Agreement. In no event shall Indemnified Persons be directly liable under this Agreement to any participant or other covered person under the plan, a beneficiary of any covered person, or any other party asserting claims through a covered person. PIC agrees to promptly notify the Client of any claim to which indemnification might apply. PIC further agrees not to settle any case with any person without the Client’s prior written consent, which shall not be unreasonably withheld or delayed.

Section 5.04 Indemnification of the Client. PIC will indemnify and hold the Client harmless from and against costs, damages, judgments, attorney fees, expenses, and liabilities of any kind or nature, which occur as the result of PIC’s intentional wrongdoing in carrying out its duties under this Agreement. This indemnity shall survive the termination of this Agreement. The Client shall give PIC prompt and timely notice of any fact or condition which comes to its attention which may give rise to a claim of indemnity under this paragraph.

Section 5.05 No Responsibility for Acts of Prior Service Providers. Neither PIC nor other Indemnified Persons shall be responsible for claims, expenses, losses, costs, liabilities (including tax assessments and related interest and/or penalties), attorney fees, settlements, fines, judgments, damages, penalties, or court awards resulting from the act or omission of a prior third-party administrator or other service provider. Indemnified Persons under this Agreement shall have no duty to verify the accuracy or correctness of any services performed prior to the Effective Date of this Agreement.

Section 5.06 Use of Logo and Service Marks. To avoid misunderstanding by third parties concerning the respective duties and liabilities hereunder, each party agrees not to use the other’s name, logo, service marks, trademarks, or other identifying information without the prior written approval of the other.

ARTICLE VI – CONFIDENTIALITY

Section 6.01 Business Associate Agreement. Whether specifically required by law or not, PIC will enter into a Business Associate Agreement with the Client to ensure that “protected health information” (“PHI”) (as defined in HIPAA) remains private and is only used or disclosed to the extent provided by HIPAA. Any release of confidential records or information by PIC to the Client or its designee shall be made only as required to satisfy its obligations under this Agreement, or as permitted or required by law, and as set forth in the Business Associate Agreement.

Section 6.02 Confidentiality of this Agreement. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose the pricing set forth in this Agreement without the other party’s written consent.

ARTICLE VII – AMENDMENT/TERMINATION OF AGREEMENT

Section 7.01 In General. This Agreement constitutes the entire contract between the parties. No modification or amendment hereto shall be valid unless in writing and signed by an authorized person of each of the parties.
Section 7.02 Termination Dates. This Agreement shall terminate upon the earliest of the following dates:

(a) On the date specified in a written notice from one party to the other party, indicating its intention to terminate the Agreement. Such notice shall be provided at least four full months prior to the specified date. If the notice of termination is received by PIC on or after the first day of a month, that particular month will not count in terms of satisfying the four full months’ advance notice requirement;

(b) The effective date of any state’s or other jurisdiction’s action which prohibits activities of the parties under this Agreement; or

(c) Any other date mutually agreed upon by the Client and PIC.

ARTICLE VIII – RESOLUTION OF DISPUTES – ARBITRATION

The following provisions of this Article shall survive the termination of this Agreement:

Section 8.01 Exclusive Remedy. The Client and PIC agree that all controversies or claims that may arise between them in connection with this Agreement shall be settled via arbitration. However, PIC is not required to submit any claim for unpaid fees and expenses to arbitration if the amount involved is $5,000 or less. The decision of the arbitrator(s) shall be final, conclusive, and binding, and no action at law or in equity may be instituted by either party other than to enforce the award of the arbitrator(s).

Section 8.02 Arbitration Proceedings. If a matter is submitted to arbitration under this Agreement, the arbitration shall be held in Dodge City (Ford County), Kansas, unless the parties mutually agree upon some other venue. The arbitrator shall be selected by the parties. In the event that the Client and PIC are unable to agree upon an arbitrator, a nationally recognized arbitration company shall be contacted for the purpose of obtaining an arbitrator. Arbitration proceedings shall be governed by the Rules of the American Arbitration Association then in effect or such rules last in effect (in the event such Association is no longer in existence).

Unless agreed to by the Client and PIC, the arbitrator may not consolidate more than one party’s claims, and may not otherwise preside over any form of a representative or class proceeding. In addition, the arbitrator shall not have the authority to grant any remedy that contravenes or changes any term of the Agreement and shall not have the authority to award punitive, exemplary, or extra-contractual damages under any circumstances.

Section 8.03 Cost of Arbitration. The compensation and expenses of the arbitrator(s) and any administrative fees or costs associated with the arbitration proceeding shall be borne equally by the parties or as the arbitrators may otherwise direct. However, the Client’s indemnification obligations set forth in Article VII of this Agreement shall be fully applicable to the arbitration proceeding and, if applicable, shall result in the Client reimbursing PIC for its arbitration expenses.
ARTICLE IX – GENERAL PROVISIONS

Section 9.01 Subcontracting/Assignment of Duties. Neither PIC nor the Client may assign any right, interest, or obligation hereunder without the express written consent of the other party, except that PIC may assign any right, interest, or responsibility under this Agreement to any of its subsidiaries or affiliates. The Client further agrees that PIC may delegate certain of its duties to independent contractors provided that (a) any such independent contractor enters into a confidentiality agreement no less extensive than the confidentiality provisions of this Agreement, (b) PIC retains full responsibility and liability for the performance of the subcontracted service to the extent set forth in Article VI, and (c) such subcontractor, to the extent that PHI is disclosed, agrees to be bound by, and comply with, the same restrictions imposed upon PIC pursuant to its Business Associate Agreement with the Client.

Section 9.02 Successors. The benefits and obligations under this Agreement shall be binding upon and inure to the benefit of each of the parties, their successors, heirs, and permitted assigns.

Section 9.03 Third-Party Beneficiaries. This Agreement is for the benefit of the Client and PIC and not for any other person. It shall not create any legal relationship between PIC and any employee, beneficiary, or any other party claiming any right, whether legal or equitable, under the terms of this Agreement or of the plan.

Section 9.04 Records Retention. All records provided to PIC by the Client shall remain the property of the Client. However, PIC shall retain copies of such records that PIC may reasonably need or that PIC may be required by law to retain. PIC shall destroy records that it has held beyond the retention period required by law.

Section 9.05 Authorized Persons. The Client shall provide PIC with the name(s) of the person(s) authorized to give instructions on the Client’s behalf with respect to the Plan and/or to provide documents, materials, and information on the Client’s behalf with respect to the Plan. In performing services hereunder, PIC shall be entitled to rely upon the instructions, documents, materials, and information furnished by such person(s) or by any other person reasonably believed by PIC to have the authority to furnish instructions, documents, materials, and information with respect to the Plan on the Client’s behalf.

Section 9.06 Independent Contractor. PIC is an independent contractor under this Agreement. Nothing in this Agreement shall be interpreted as authorizing PIC or its agents and/or employees to act as an agent or representative for or on behalf of Client, or to incur any obligation of any kind on the behalf of the Client except as expressly provided otherwise in this Agreement.

Section 9.07 Waivers. No course of dealing or failure of either party to strictly enforce any term, right, or condition of this Agreement shall be construed as a general waiver or relinquishment of such term, right, or condition.

Section 9.08 Entire Agreement. This Agreement, along with any Appendices, Schedules, and amendments thereto, is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No other representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein. This Agreement shall supersede any and all prior agreements covering the services to be provided to the Client executed or entered into prior to the Effective Date of this Agreement. The waiver by either party of a breach of any provision of this Agreement is not a waiver of any subsequent breach.
Section 9.09  **Severability.** If any provision or any part of a provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other portion of this Agreement.

Section 9.10  **Counterparts.** This Agreement may be executed by the parties hereto in one or more separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each signed by less than all, but together signed by all of the parties hereto.

Section 9.11  **Governing Law.** This Agreement shall be governed by, construed in accordance with, the laws of the State of Kansas, except where preempted by federal law.

Section 9.12  **Force Majeure.** PIC shall not be liable for any failure to meet any of the obligations or provide any of the services and/or benefits specified or required under this Agreement where such failure to perform is due to any contingency beyond the reasonable control of PIC, its employees, officers, or directors. Such contingencies include, but are not limited to, acts of God, fires, wars, accidents, labor disputes or shortages, governmental laws/ordinances/rules/regulations, and acts or omissions of any person or entity not employed or reasonably controlled by PIC, its employees, officers, or directors.

ARTICLE X – NOTICES

Section 10.01  **Communications and Notices in General.** Except as otherwise provided in this Agreement, all notices or other communications hereunder shall be deemed to have been duly given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the U.S. mail, postage prepaid, and addressed as set forth in Section 10.02.

Section 10.02  **Addresses.** Any communication or notice regarding this Agreement shall be addressed as follows:

To Professional Insurance Consultants, Inc.:

Professional Insurance Consultants
P.O. Box 1717
Dodge City, KS 67801
Office Phone: (620) 227-6940
Office Fax: (620) 227-2669
Attn: Rhonda Fernandez

To the Client:

City of Greensburg
300 South Main
Greensburg, KS 67054
Attn: Stacy Barnes

The address to which notices or communications may be given by either party may be changed by written notice given by such party.
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

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<thead>
<tr>
<th>Client</th>
<th>Professional Insurance Consultants, Inc.</th>
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<tr>
<td>Signature</td>
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<td>Printed Name</td>
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EXHIBIT A
SCOPE OF SERVICES

Subject to any changes and additions as may be mutually agreed by the parties in writing, availability and delivery of data from the insurance carrier and other third party vendors, PIC will provide the following services:

CONSULTING SERVICES PROVIDED ON AN **“AS NEEDED” BASIS**

**BENEFIT PLAN DESIGN (OR REDESIGN):**
- Review with Client possible benefit strategies to meet their objectives
- Help Client evaluate/review current scope of benefits package - e.g., types & levels of coverage
- Work with Client to develop funding and contribution strategies
- Assist with budget projections for design alternatives

**BENEFIT ADMINISTRATION ASSESSMENT:**
- Conduct periodic evaluation of internal plan enrollment and benefit termination processes
- Review and help Client implement “best practices” to help limit plan liability and increase participant satisfaction
- Help identify opportunities for streamlining and improving administration procedures

**RENEWAL:**
- Review and evaluate carrier projections
- Develop "working" rates for Client analysis and approval
- Assist with budget projections
- Provide renewal alternatives with cost impact of benefit plan changes

**PERIODIC YEAR-END REPORTS AND PLAN FINANCIAL REPORTS (FREQUENCY TO BE MUTUALLY AGREED UPON):**
- Summary of plan costs
- Analysis of actual vs. budget
- Employee contributions
CARRIER MARKETING AND NEGOTIATIONS, AS DIRECTED BY CLIENT:

- Work with Client to develop a strategy to identify goals, analyze program costs and review both current and alternative funding arrangements
- Manage the renewal process with the current carrier to control costs
- Implement carrier renewal strategies with Client

LEGAL COMPLIANCE SUPPORT:

- Evaluate plan design to assist with compliance with state and federal regulations
- Assist Client in retaining, and working with, experienced employee benefits counsel to ensure full compliance with all applicable federal and state laws and regulations
- Review benefit plan documents, including summary plan descriptions, contracts, employee summaries, and policies/procedures
- Assist with the review and evaluation of COBRA and HIPAA compliance procedures
- Provide general information and guidance to assist with compliance with ERISA, FMLA, USERRA, Medicare Part D and other Federal legislation that directly affects the administration of plan benefits
- Assist Client in preparation of the following notices:
  - Marketplace Exchange Notice
  - USERRA
  - Grandfathered Status Notice
  - Notice of Opportunity to Enroll Adult Children to Age 26
  - Notice of No Lifetime Limit
  - Notice of Special Enrollment Rights
  - Women’s Health and Cancer Rights Act Notice
  - Notice of Privacy Practices
  - Model COBRA Continuation Coverage Election Notice
  - CHIP Notice
  - Medicare Part D Disclosure Notices

DAY TO DAY ADMINISTRATIVE ASSISTANCE

COMMUNICATION MATERIALS:

- Prepare benefit communication directed to employee
- Provide annual open enrollment guidance and employee meeting materials, including on-site attendance at annual enrollment meeting
Memorandum of Understanding

This Memorandum of Understanding is made and entered into this ___ day of _________, 2019, by and between The Board of Kiowa County Commissioners of Kiowa County, Kansas, and The City of Greensburg, Kansas regarding law enforcement in the City of Greensburg.

Both parties shall (including Sheriff, City Administrator, Chief of Police, and Kiowa County Sheriff’s officers):

- Communicate regularly and effectively between departments of activities pertinent to department operations.
- At this time there are no fees required for dispatch or other services. Should there be any changes in fees for services, said fees need to be communicated prior to the adoption of the budget for that year so that funds can be allocated accordingly. Any fees would be approved in separate agreement.

City of Greensburg Police Department shall:

- Enforce all federal, state and local laws and city ordinances.
- Regularly communicate activities with the Kiowa County Sheriff Department.
- Radio in to Sheriff’s Office dispatch when in and out of service.
- Assist the Kiowa County Sheriff Department, EMS and Fire Department on calls in the Greensburg City limits and in Kiowa county as requested by other agencies.

Kiowa County Sheriff’s Department shall:

- Enforce all federal and state laws.
- Provide all dispatch and communication services for the City of Greensburg Police Department.
- Assist the Greensburg Police Department and provide back up as available when requested.
- Regularly communicate activities within the City of Greensburg to the Greensburg Police Department.

________________________________________________________________________

Matt C. Christenson, Greensburg Mayor

________________________________________________________________________

Bert Lowery, Chair, Kiowa County Commissioners