

CONTRACT 23200034
for
HORSE BOARDING SERVICES

THIS CONTRACT entered into this 1st day of May 2023, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **EAGLE VIEW EQUESTRIAN, LLC**, located at 13030 East Stampede Street, Wichita, Kansas 67230, Telephone Number (316) 573-9920, hereinafter called "**CONTRACTOR**".

WHEREAS, the **CITY** has solicited proposals for **Horse Boarding Services** (Formal Proposal – FP233086); and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response (Exhibit C) to Formal Proposal Number – FP233086 which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal vetting process for Formal Proposal – FP840011, shall be considered a part of this contract and is incorporated by reference herein. The order or precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor’s proposal, and then the City’s proposal package.

- Wichita Police Department handlers and others authorized by the WPD to have access to horses and facility 24 hours per day, (7) seven days a week.
- Restrict public access to Wichita Police Department horses.
- Access to training facility that is enclosed (fenced), and with a tilled dirt surface, for a minimum of (8) eight horses and their handlers.
- On-site permanent parking for two (2) pickup trucks and four (4) stock trailers in relative proximity to the site where horses are boarded.
- Secure space for storing saddles, tack, and equipment for a minimum of 14 (tack room or barn preferable).
- “Horse-safe” fencing such as smooth wire, wood, metal, or plastic.
- Twice daily feeding of grain with a minimum 10% protein or special grain needed to maintain weight of horse, and two flakes of hay. Horses shall be fed individually to ensure that all horses get adequate grain and hay. Some horses may need separate feeding accommodations to make sure they are fed properly.

- Ability to provide feed to senior horses as needed.
- Available office workspace with access to bathroom facilities and electrical outlets.
- Stalls for a minimum of (8) eight horses with adequate pasture during the day. Separate pasture accommodations is needed for police horses. Horses need adequate pasture turnout during day with exceptions during inclement weather.
Free choice hay (round bales of good quality) is required if pasture does not have adequate grass. (2) Two separate round bales are needed to adequately feed 8 horses.
- A constant supply of fresh water available for a minimum of (8) eight horses.
- Minor medical services (i.e. cuts and supplements if needed).
- Provide limited access to the facility on a scheduled basis for Police Department sponsored group tours.
- Must be able to notify Wichita Police Department contact in the event of an injury outside of covered services.

2. **Compensation.** CITY agrees to pay to **CONTRACTOR \$425.00 per month per horse** for boarding, feeding, cleaning, turn-outs, including listed vet services and use of training facility for the boarding of the Wichita Police Department Mounted Patrol Horses as per the proposal, plans, specifications, addenda and Contractor's proposal of FP233086.

3. **Term.** The term of this contract shall be effective from **May 1, 2023 through April 30, 2024**, with options to renew the contract under the same terms and conditions for four (4) successive one (1) year terms to be mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations,

Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
-------------------------	---

Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate
---------------------------	---

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence \$2,000,000 annual aggregate
---	---

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$1,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$1,000,000 each occurrence
---	-----------------------------

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	\$1,000,000 each occurrence \$1,000,000 occupational disease \$2,000,000 annual aggregate
------------------------	---

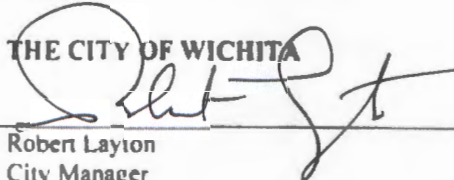
The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. **Incorporation.** The attached Exhibits A, B and C are incorporated into this contract as if fully set forth here.

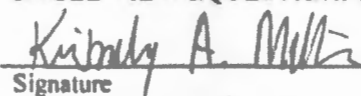
IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

THE CITY OF WICHITA



Robert Layton
City Manager

EAGLE VIEW EQUESTRIAN, LLC



Signature



Print Signature/Name

APPROVED AS TO FORM:



Jennifer Magana
City Attorney & Director of Law



Title (Managing Member)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply

with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

(Rev. 05/10/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EAGLE VIEW EQUESTRIAN, LLC

PROPOSAL FOR SERVICES

REQUEST FOR PROPOSAL NO. 233086 – POLICE DEPARTMENT/SUPPORT SERVICES
HORSE BOARDING SERVICES

OVERVIEW

Eagle View Equestrian, LLC, is pleased to submit this proposal for horse boarding services to support the City of Wichita Police Department's Mounted Unit. Eagle View Equestrian, LLC, is the current home of the WPD Mounted Unit, and we are proud to be a partner in their mission. We are committed to supporting their mission, horses, and officers with the best equine care and facilities we can provide. Eagle View Equestrian is a woman-owned and veteran-owned small business.

OUR PROPOSAL

COST PER MONTH, PER HORSE FOR BOARDING, FEEDING AND USE OF TRAINING FACILITY WITH APPROPRIATE SCHEDULING

- **Cost** – The cost per horse is \$425 per month. This totals \$3,400.00 per month for eight horses and will not exceed that amount unless additional horses are boarded as specified or extra grain is required. In the past, the WPD Mounted Unit has brought additional horses for training purposes. There has not been additional charges for horses coming to the facility for the day, and we will continue this practice under the new agreement. If additional horses need to be boarded at Eagle View Equestrian for any length of time, that can and has been accommodated at a prorated rate based on the monthly cost per horse.
- **Feeding** – Each of the WPD Mounted Unit pastures contain a bale barn with horse quality round bales of hay. This allows 24 hours per day, seven days a week access to hay with the hay protected from the weather by the bale barns. The horses are fed 2 lbs. of Blue Bonnet Horseman's Elite grain (or equivalent) morning and evening, and we do have the ability to provide feed to senior horses and separate horses for feeding, if needed. In addition, each pasture has an automatic waterer with a constant supply of fresh water.
- **Use of Facility** – The WPD Mounted Unit has access to all amenities at the facility. This includes an outdoor fenced arena, indoor illuminated arena, outdoor dressage arena, cross country field, round pen, obstacle course, heated indoor wash rack, outdoor wash rack, tack up areas, Wifi, client break area, dedicated tack room, bathroom facilities, and office workspace with outlets. The arenas can be reserved for exclusive use by the WPD Mounted Unit with 72 hours advance notice. In addition, there is ample parking for WPD Mounted

Unit trucks and horse trailers, officers' patrol vehicles, or personal vehicles as well as storage for their obstacles and training equipment.

SIZE OF PASTURE USED FOR BOARDING MOUNTED UNIT HORSES AND SIZE OF LOADING SHEDS AVAILABLE

- **Pasture Size** – There are two pastures currently reserved for use by the WPD Mounted Unit horses. The pasture where the five draft horses are located is 176' by 303' (WPD #1 in picture on page 4). The pasture where the remaining three horses are located is 250' by 179' (WPD #2 in picture on page 4). These pastures are located just north of the barn with easy access to the WPD Mounted Unit dedicated tack room. The pastures do not require the officers to go through other pastures to get their horses. The pastures were specifically requested by the team for that reason.
- **Loafing Shed Size** – The sheds are approximately 12' by 20' in each pasture.

SIZE OF TRAINING FACILITY

- **Outdoor Arena** – The outdoor illuminated arena is 150' by 200'.
- **Indoor Arena** – The indoor illuminated arena is 280' by 68'.
- **Outdoor Dressage Arena** – The outdoor dressage arena is 66' by 197'.
- **Cross Country Field** – The cross country field is approximately 3 acres in size.

TIMES WHEN THE TRAINING FACILITY COULD BE EXCLUSIVELY AVAILABLE FOR POLICE TRAINING

- The training facility can be reserved for exclusive use by the WPD Mounted Unit with at least 72 hours advance notice.

TIMES WHEN THE OUTDOOR ARENA COULD BE EXCLUSIVELY AVAILABLE FOR POLICE TRAINING

- The outdoor arena can be reserved for exclusive use by the WPD Mounted Unit with at least 72 hours advance notice.

DESCRIPTION OF FENCING

The fencing at Eagle View Equestrian, LLC, is a mixture of board and RAMM coated wire horse fencing. The fencing is electrified to keep the horses off of the fencing. This is a requirement for the draft horses.

TACK, TRAINING EQUIPMENT, AND SUPPLY STORAGE

- **Tack Room** – The dedicated tack room which was built for the Mounted Unit is 10' by 35', has its own separate entrances, and is used exclusively by the WPD Mounted Unit.
- **Office/Break Areas** – There are two areas available for use by all Eagle View boarders, to include the WPD Mounted Unit. The office area is 12' by 14' and has a microwave, refrigerator, and a table with chairs. The break area is 17' by 20' and has a refrigerator, couches, and tables/chairs.

LENGTH OF TIME THE BUSINESS HAS BEEN IN OPERATION

Eagle View Equestrian, LLC, has been in business since January 2016. It is owned by Kimberly Miller, who lives on-site and manages the facility. Eagle View Equestrian is a woman-owned and veteran-owned small business. Kimberly and her husband are both veterans with a combined total of 40 years on active duty in the U.S. Air Force.

LIST OF EQUINE EXPERIENCE AND TRAINING OF EMPLOYEES INVOLVED WITH CARE OF HORSES AT THE FACILITY

There are three primary employees involved directly in the care of the WPD Mounted Unit horses. They are as follows:

- **Kimberly Miller** – Kimberly grew up with horses and purchased the stable in January 2016. She oversees the care and feeding of all horses at Eagle View Equestrian. She regularly attends educational opportunities regarding horse care and management, consults with local veterinarians, and competes in Eventing and Dressage.
- **Amber Dalmasso** – Amber has worked for Eagle View Equestrian since September 2020 and assists with the care and feeding of all horses at Eagle View Equestrian.
- **Pete Samson** – Pete, a military retiree, has worked for Eagle View Equestrian since March 2020. He assists in the care and feeding of horses at Eagle View Equestrian as well as maintains the equipment used in the operation of the business.

All employees who have contact with horses boarded at Eagle View Equestrian receive extensive training on the handling and care of the horses.

SIZE OF INDOOR HORSE STALLS

The facility has three sizes of stalls. The main hallway houses thirty one 12' by 14' stalls and one 12' by 18' stall (used for foaling). In addition, the indoor arena has twelve 10' by 10' temporary stalls. The WPD Mounted Unit has access to the indoor arena stalls with coordination, but stalls in the main hallway can potentially be made available, if needed. For example, the WPD Mounted Unit team recently went to the Equifest of Kansas Exposition in Salina, KS. There was inclement weather that week, so stalls in the main hallway were prepared and ready for the team when they returned. This allowed them to keep the horses clean and ready to leave the following morning.

FACILITY INFORMATION

Eagle View Equestrian Center is conveniently located just off Kellogg Road within the City of Wichita limits. If you are traveling east bound on Kellogg, take the Greenwich exit. Continue along the service road through Greenwich. It will pass in front of Walmart and Lowe's then turn into 127th Street South after you go over the I-35 overpass. Continue through East Harry Street. Eagle View Equestrian Center will be on your left (turn left onto East Stampede Street). The address is 13030 East Stampede Street in Wichita.

Eagle View Equestrian has been the home of the WPD Mounted Unit since 2018. We have provided the following services for the WPD Mounted Unit:

- Top-notch care with unlimited access to horse quality hay and fresh water with grain fed twice a day
- Access to the horses and facility 24 hours per day, 7 days a week (Gate code provided to all officers and gate openers for their two WPD Mounted Unit trucks)
- Restrict public access to the WPD Mounted Unit horses
- Access to all amenities detailed previously in this proposal
- Horse safe fencing
- Minor medical care
- Use of the facilities for tours, sponsor events, training, and fundraisers (Desensitization Clinics)
- Fast and consistent communication



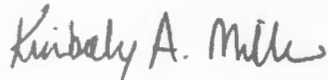
CONCLUSION

We look forward to continuing the superior support of the WPD Mounted Unit and its mission to augment and enhance traditional police activities during special events, search and rescue activities, public relations, and specialized patrol activities. We are confident we can continue to meet any challenges ahead and stand ready to assist where needed.

We agree to comply with the Non-Discrimination and Equal Opportunity Statement as well as maintain the insurance we have already secured during the term of the last agreement and all extensions as described in the Liability Insurance Specification of the RFP.

If you have questions on this proposal, feel free to contact me at your convenience by email at info@eagleviewequestrian.com or by phone at (316) 573-9920.

Thank you for your consideration,



Kimberly A. Miller
Owner, Eagle View Equestrian, LLC



**Finance
Department**
CITY OF WICHITA

View Equestrian, LLC
13030 East Stampede St
Wichita, KS 67230

April 10, 2024
23200034

Greetings:

The City of Wichita wishes to exercise its option to renew its contract dated May 1, 2023, with your firm to provide **Horse Boarding Services** (Formal Proposal – 233086) for the Wichita Police Department of the City of Wichita. This is to be per your proposal and the specifications of April 6, 2023.

The renewal of this contract shall be for a one (1) year period, from **May 1, 2024, through April 30, 2025**, with an option to renew under the same terms and conditions for three (3) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation upon thirty (30) days written notice by the City of Wichita.

We ask that a current Certificate of Insurance for your company be submitted to our office. The City of Wichita, 455 N. Main, Wichita, Kansas, 67202, should be listed as the Certificate Holder and also named as an Additional Insured.

The attached Exhibits A and B are now mandatory addenda to all City Purchasing contacts. They are incorporated into this renewal of the original contract by reference, and acceptance of this contract renewal acts as an acceptance of these additional terms.

If you are in full agreement with the renewal of this contract, **please have the Managing Member or a corporate officer of your company sign and return this letter to our Purchasing Office with your insurance certificate.** A copy should be retained for your files.

Sincerely,

Jason Brogden
for **Josh L Lauber**
Purchasing Manager

JLL/JB/kb

EAGLE VIEW EQUESTRIAN, LLC

Kimberly A. Miller

Signature

Kimberly A. Miller

Print Name

Owner

Title (Managing Member or Corporate Officer)

316-573-9920

Telephone Number

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions.** The terms of this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement.
2. **Choice of Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation.** If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.
4. **Disclaimer of Liability.** City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). City specifically reserves and does not intend to waive any and all defenses, limitations of liability or damages, and/or immunities available to it under the Kansas Tort Claims Act or other state or federal law. It is understood that the duty to indemnify or hold harmless includes the duty to defend. This indemnification and hold harmless clause shall apply whether or not insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall either party be obligated to indemnify the other on account of the negligence or willful misconduct of the party seeking indemnity or any agent or employee thereof.
5. **Acceptance of Agreement.** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties.** The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract.** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes.** Unless otherwise specified, the proposal price shall include all applicable federal, state, and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption. City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance.** City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.
11. **Confidentiality.** Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

12. **Cash Basis and Budget Laws.** The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law (“protected class”), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita and to follow other applicable provisions of the City of Wichita Non-Discrimination Ordinance found at Chapter 2.06.010 *et seq.* of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

Contractor’s failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty; and (g) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City without incurring contractual damages or penalty.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.
15. **Compliance with Law.** Contractor shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state, and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
16. **No Assignment.** The services to be provided by the **VENDOR** under this Contract are personal and cannot be assigned, delegated, sublet, or transferred without the specific written consent of the **CITY**.
17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.
18. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.
19. **Bankruptcy.** Contractor shall be considered to be in default of this Contract in the event Contractor (i) applies for or consents to the appointment of a receiver, trustee, or liquidator of itself or any of its property, (ii) is unable to pay its debts as they mature or admits in writing its inability to pay its debts as they mature, (iii) makes a general assignment for the benefit of creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) files a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors, or taking advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or admits the material allegations of a petition filed against it in any proceedings under any such law, or if any action shall be taken by Contractor for the purpose of effecting any of the foregoing.

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.
2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contractor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder.
3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.
4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.
5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.
6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.
7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.
8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.
10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.