

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and PlayCore Wisconsin, Inc. dba GameTime, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs playground equipment & installation and turf safety surfacing & installation, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND SCHEDULE. City agrees to pay Vendor an amount not to exceed \$70,714.86 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. All work must be completed on or before December 31, 2025, and time is of the essence for completion of the work.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. COOPERATIVE PROCUREMENT. This Agreement is being made based on the cooperative procurement allowed under OMNIA Contract Number 2017001134 ("Procurement Contract") between Vendor and City of Charlotte, NC. All terms and provisions of the Procurement Contract are incorporated by reference into this Agreement, to the extent such terms and conditions do not conflict with the terms and provisions of this Agreement. To the extent the terms and provisions of the Procurement Contract conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will control.

4. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

5. PAYMENT. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

6. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

7. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. Upon the execution of this agreement and once the manufacturing of goods required for the Work commences, goods may only be canceled with Contractor's consent on terms that indemnify Contractor against loss.

8. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services received by City, or incurred or delivered by Vendor, prior to the effective date of termination.

9. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

10. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

11. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

12. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**. Vendor will provide certificates of insurance and renewals thereof on forms acceptable to City and in the manner specified in **Exhibit B**.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, subject to the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

14. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

15. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4)

employees during the term of this Agreement, or **unless** the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, **then** during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

16. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

17. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

18. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

19. INDEPENDENT CONTRACTOR STATUS. Vendor is an independent contractor and not an agent or employee of City.

20. COMPLIANCE WITH LAWS. Vendor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

21. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond

the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

22. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

23. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

24. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this 12th day of
November 20 25.

CITY OF OLATHE, KANSAS

By: 
Michael Wilkes (Nov 12, 2025 16:01:21 CST)
Michael Wilkes, City Manager

ATTEST:


Brenda A. Sulewicz
City Clerk



PlayCore Wisconsin, Inc. dba GameTime

By: 
Clint Whiteside, Director of Sales
150 PlayCore Drive SE
Fort Payne, AL 35967
(256) 845-5610

City of Olathe Staff Use Only

No legal review is required for this agreement because it:

- 1) Do not require Council approval;
- 2) on a standard City form with no edits requested by vendor, and
- 3) vendor is compliant with COI requirements and Vendor name on the COI matches Vendor name in this Agreement.

 (Initials)

Exhibit A
Vendor's Proposal

Proposal for

Mahaffie Pond Park

Prepared by



Job# 177625
Mahaffie Pond Park



800-438-2780 | cunninghamrec.com

Hello!

We are excited for the opportunity to work with you on your upcoming exciting new playground project! For almost 60 years, Cunningham Recreation has designed and built thousands of playgrounds for children of all ages and all abilities. We partner with municipalities, schools, architects and youth organizations to plan, design and build their vision from the ground-up.

Cunningham Recreation is the exclusive representative for GameTime park and playground equipment in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Texas, Tennessee, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

The following pages will provide greater detail about our proposal(s), more information on Cunningham Recreation and GameTime and how we can meet the goals of your project.

Please reach out with any questions or additional details. I look forward to working with you.

Sincerely,



Ryan Dalton
Sales Associate
913-220-5880
rdalton@cunninghamrec.com



About Cunningham Recreation and GameTime



Since 1929, GameTime has been a pioneer in the commercial playground equipment industry. GameTime has continued to bring meaningful research around the importance of play to the design, engineering, manufacture, and delivery of play equipment. GameTime Play Equipment's work has elevated industry standards on safety, physical and mental development, inclusion, and intergenerational interaction.

GameTime play systems, site furnishings and amenities are constructed from the highest quality materials and are backed by the industry's best warranty and customer service. Equipment is manufactured to meet current ASTM, CPSC and ADA guidelines for playground safety and accessibility.

For almost 60 years, Cunningham Recreation has been providing commercial park and playground equipment from design to construction. We are proud to serve as GameTime Play Equipment's exclusive representative in North Carolina, South Carolina, Virginia, West Virginia, Arkansas, Kansas, Missouri, Illinois, Oklahoma, Tennessee, Texas, Iowa, Nebraska, North Dakota, South Dakota, Delaware, Maryland, and DC.

Cunningham Recreation has adequate coverage in each territory to ensure our customers receive professional assistance and excellent customer service.

Range of Installation and Services

GameTime holds an ISO 9001 certification, which validates our high-quality manufacturing standards and our commitment to excellence in the design, production, installation, inspection and testing of our products. Our ISO 14001 certification supports our dedication to environmental sustainability and our commitment to eliminating waste, implementing recycling practices in our manufacturing facility, and offering recycled and recyclable products to our customers.

Cunningham Recreation specializes in complete park and playground solutions. We offer a full range of commercial park and play equipment for children of all ages and all abilities, and we have completed thousands of installations.

Cunningham Recreation offers a variety of resources and design approaches for planning and maintaining parks and playgrounds.



Both Cunningham Recreation and GameTime are considered leaders in the playground industry. Why not partner with a leader? Our research, design principles, innovative products and available resources are at your disposal.



SIGNATURE PROJECTS



McCauley Park – Nixa, MO

McCauley Park is over 8,500 square feet of inclusive play opportunities! It is a GT National Demonstration Site for both Play On! and Inclusive Playground Design. It features custom towers, a custom steel roof over our GT Wave inclusive net climber and YALP! The play space includes the Yalp Sona interactive play piece, two separate ramped 5-12 and 2-5 GameTime play structures, ADA accessible sidewalk surrounding the perimeter of the playground. The playground is completed with poured-in-place rubber, site furnishings and shade.

Total Cost: \$1,000,000

Clinton First Baptist Church – Clinton, MO

This play space features two GameTime playground structures for ages 2-5 and 5-12 both with integrated shade, a preschool play structure and an outdoor musical area with shade. The playground is completed with poured-in-place rubber safety surfacing, picnic tables and fencing.

Total Cost: \$225,000



Garcia Elementary School – Kansas City, MO

The Kansas City School District added this elementary school playground as the start of their renovations to their school play areas. This play structure features several climbers including the popular river rock climber, slides and ground level play events. It is completed with 2,000 sq ft of turf safety surfacing surrounded by ADA accessible sidewalks. and offers several climbers, slides and ground level play features.

Total Cost: \$120,000





GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

10/03/2025
 Quote #
 177625-01-01

Mahaffie Pond Park - Equipment - Grant CWO

Olathe Parks and Recreation
 Attn: Johnny Brockus
 1031 E Cothrell St.
 Olathe, KS 66061
 United States
 jdbrockus@OLATHEKS.ORG

Ship to Zip 66061

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Elliot (PT23004) [Basic: _____] [Deck:Pvc: _____] [Accent: _____] [HDPE: _____] [RotoPlastic: _____] [Tube: _____] [Accent2: _____] [Cabling: _____] [Fabric1: _____] [SkyWheel: _____] [Arch: _____]	\$115,964.07	\$115,964.07
		(3) 10768 -- Toad Stool Seat		
		(2) 12024 -- 3 1/2" Uprt Ass'Y Alum 9'		
		(1) 12025 -- 3 1/2" Uprt Ass'Y Alum 10'		
		(2) 12026 -- 3 1/2" Uprt Ass'Y Alum 11'		
		(1) 12068 -- 3 1/2"Uprt Ass'Y Alum 13'		
		(3) 18201 -- 36" Tri Punched Deck P/T		
		(1) 18237 -- 3'-0" Funnel Bdg W/Barrier		
		(1) 18705 -- Seat And Table For Two 36"		
		(1) 19013 -- Transfer Platform W/ Barrier (3')		
		(1) 19064 -- Wavy Tree (7'-6" & 8')		
		(1) 19247 -- How Tall Am I		
		(1) 19416 -- Crawl-In Double Fun-L Up		
		(1) 19432 -- Triple W/ Spiral		
		(1) 19439 -- 3 in a Row Panel		
		(1) 19715 -- PT Sensory Wave Up & Around (3' & 3')		
		(1) 19806 -- Splitter 8'		
		(1) 19886 -- Hi Line Climb Link 2 Deck 3' Rise		
		(1) 19969 -- 14' Sunblox Square Canopy		
		(3) 26058 -- 3 Way X-Pod Step		
		(1) 26063 -- Bubble Climbing Wall Attachment		
		(1) 26073 -- Single Sky Wheel		
		(1) 26088 -- Tri Ladder		
		(1) 26089 -- Astrol Rail		
		(13) 26094 -- Triangular Shroud		
		(1) 26096 -- Arched Chain Net Link (Stainless)		



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Quantity	Part #	Description	Unit Price	Amount
		(1) 26142 -- Single With Step		
		(1) 26146 -- Cruise Rails		
		(1) 26161 -- 5'-0" Connectscape Climber		
		(1) 27078 -- Trapezoid Overhead Ladder 60 Deg PT		
		(1) 27080 -- Stretched Trapezoid Overhead - 60 Deg		
		(1) 27084 -- Geocentrix 3 Connection		
		(3) G12069 -- 3 1/2"Uprt Ass'Y Galv 14'		
		(4) G12077 -- 3 1/2" Uprt Ass'Y Galv 15'		
1	RDU	GameTime - PrimeTime Swings [Basic: _____] [RotoPlastic: _____]	\$5,985.00	\$5,985.00
		(2) 5287 -- Belt Seat for 8' Toprail		
		(1) 5293 -- Enclosed Tot Seat for 8' Toprail		
		(1) 5320 -- 8' ADA Primetime Swing Frame		
		(1) 5321 -- 8' ADA Primetime Swing Add-A-Bay		
		(1) 5377 -- Zero-G (2-5) Beige 8' Height		
1	14927	GameTime - NDS Play On Sign Package		
1	178749	GameTime - Owner's Kit	\$92.08	\$92.08
1	2025 GT- Grant	MISC - 2025 GameTime Community Champions Grant- Grant Rules and Limitations: To qualify for up to 100% matching grant, list price of the qualifying playground system must exceed \$75,000, and payment in full must accompany your order. For play systems with a list price of less than \$75,000 and greater than \$25,000 with payment in full, GameTime playground grants are available with matching funds up to 80%. For play systems that exceed \$25,000, and purchased with credit terms, matching funds are available up to 65%. Matching funds are subject to rounding rules and may vary based on qualified purchase. No other offer, discount, or special programs can be used with this grant program. This special matching fund offer applies to PowerScape®, PrimeTime®, Xscape®, and Modern City® systems only. Up to 50% matching funds for select outdoor fitness equipment, including THRIVE®, Challenge Course, KidCourse, and The Stadium®, VistaRope®, freestanding net structures, TuffForms, Landmark Design, GTSymphony freestanding, other freestanding play products, and Play On! non-system events are not eligible for funding. All applications must be received and validated by the project administrator by October 17, 2025. GameTime reserves the right to decline any application for a GameTime grant. GameTime will accept grant orders until October 24, 2025, or until all eligible funds are disbursed, whichever comes first. Customers must be able to receive order by December 31, 2025, subject to transportation availability. GameTime reserves the right to terminate this offer at any time without notice. GameTime playground grants can only be applied to additional GameTime purchases and only in conjunction with the original purchase. Standard policies and warranties as listed in the 2025 GameTime Playground Design Guide apply. Freight and applicable sales tax are extra and not included. Other terms and restrictions may apply. Contact your local GameTime representative for complete details.		
Contract: OMNIA #2017001134			Sub Total	\$122,041.15
			Grant	(\$58,939.71)
			Material Surcharge	\$3,686.10
			Freight	\$3,927.32
			Total	\$70,714.86



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10/03/2025
Quote #
177625-01-01

Mahaffie Pond Park - Equipment - Grant CWO

Comments

- * **MATERIALS ONLY:** Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.
- * **Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.**
- * **Customer is responsible for borders.**
- * **Customer is responsible for offloading equipment.**
- * **Check payment required at time of order per grant terms.**

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. **Any order exceeding \$300,000 will require progress payments during the course of completion.**
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer)** after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
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10/03/2025
Quote #
177625-01-01

Mahaffie Pond Park - Equipment - Grant CWO

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): John Brockus Title: Parks Superintendent

Telephone: 913-971-9751 Fax: N/A

P.O. Number: _____ Date: 11/12/25

Purchase Amount: \$70,714.86

SALES TAX EXEMPTION CERTIFICATE #: KS6XLFHVA1

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: City of Olathe

Contact: John Brockus

Address: PO Box 768

Address: _____

City, State: Olathe, KS Zip: 66051

Tel: 913-971-9751 Fax: N/A

E-mail: Jdbrockus@OlatheKS.org

SHIPPING INFORMATION:

Ship to: City of Olathe - Parks Construction

Contact: Ryan Crowley

Address: 1490 W. Ironwood St.

Address: _____

City, State: Olathe, KS Zip: 66061

Tel: 913-971-6455 Fax: _____

E-mail: RWCrowley@olatheks.org

Kansas Department of Revenue

Sales and Use Tax Entity Exemption Certificate

The Kansas Department of Revenue certifies this entity is exempt from paying Kansas sales and/or compensating use tax as stated below.

Kansas Exemption Number: KS6XLFHVA1

Expiration Date: 10/01/2028

The tax-exempt entity understands and agrees that if the tangible personal property and/or service are used other than as stated, or for any purpose that is not exempt from the tax, the tax exempt entity is liable for the state and local sales or use tax. The unlawful or unauthorized use of this certificate is expressly prohibited, punishable by fine and/or imprisonment. The certificate is issued for the sole use of the exempt entity as named.

City of Olathe

100 E. Santa Fe
PO Box 768
Olathe, KS 66061



EXEMPT ENTITY INFORMATION:

Authorization and scope:

- K.S.A. 79-3606(b) & (d) – State of Kansas, political subdivisions of the state of Kansas (Kansas cities, counties, townships, special districts), nonprofit hospitals, blood, tissue, or organ banks, and nonprofit integrated community care organizations.
- Exemption applies to all direct purchase, rental or lease of tangible personal property and services, except purchases made for any business activity specifically taxable and indirect purchases by a contractor for a real property project except as noted below.

Limitations:

- Only direct purchases are exempt through the use of this certificate.
- Except for state government, this entity qualifies for exemption on indirect purchases by a contractor through the issuance of a Project Exemption Certificate (PEC). Apply on-line at KDOR's web site: www.ksrevenue.gov. The only State of Kansas agency allowed a PEC is a Kansas correctional institution. Indirect purchases by all other state agencies are subject to sales tax.
- This exemption does not apply to the purchase of any construction machinery, equipment or tools by a contractor used in constructing, maintaining, repairing, enlarging, furnishing or remodeling facilities for the exempt entity.
- All purchases of goods and services used in a business that is specifically taxable by the Sales Tax Act are subject to tax. This includes operation of a utility, restaurant, and selling of goods or services at retail.

Brenda D Swearingian

Exempt Entity Authorized Signature (Officer, Office Manager or Administrator)

Brenda D Swearingian

Printed Name

48-6034756

Federal ID Number

05/16/2024

Date

RETAILER INFORMATION:

- To qualify for exemption, the certificate must have an expiration date in the future and be signed by an authorized individual.
- Payment must be made by the entity on their checking account or on a credit/debit card issued to the entity. Acceptance of cash, personal checks, or personal credit/debit cards is not allowed for a tax exempt purchase.
- The entity must have a Kansas exemption certificate. Exemption certificates issued by other states are not valid in Kansas.
- Retailers are required to maintain a copy of the purchaser's certificate in their records for at least 3 years from the date of purchase. Retailers must maintain a current certificate on file.
- Selling tax exempt goods or services that are not exempt by statute may result in the assessment of tax.
- A completed certificate may be used as a blanket exemption for future purchases when of the same type and for the same exempt purpose.

Seller's name and address

Description of goods and/or services purchased

For additional information on Kansas sales and use taxes see Publication KS-1510, *Kansas Sales Tax and Compensating Use Tax* and Publication KS-1520, *Kansas Exemption Certificates*, located at: www.ksrevenue.gov Questions would be directed to Taxpayer Assistance at 785-368-8222.

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Vendor does not own any automobiles, then Vendor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent including all requirements listed herein. City uses the myCOI platform for submission and review of certificates of insurance and related documentation. Vendor must provide any information needed to register on the platform and submit certificates of insurance and related documentation through the platform.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.