

CITY OF OLATHE
AGREEMENT RENEWAL

This Agreement Renewal (“Renewal”) made this 30th day of August 2024, by and between the City of Olathe (“City”) and Allen, Gibbs, and Houlik, L.C. (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Consultant have previously entered into an Agreement, dated October 18, 2023 (“the Agreement”), FOR audit and tax services); and

WHEREAS, the Agreement was for a term of 1 year;

WHEREAS, Section 1 of the Agreement provides that the Agreement may be renewed for up to 2 additional one (1)-year periods upon the written agreement of both parties; and

WHEREAS, the Agreement will currently expire on October 17, 2024; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement is hereby renewed for an additional term of 1 year, commencing at the expiration of the current term on October 17th, 2024

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
(Mayor)

ATTEST:

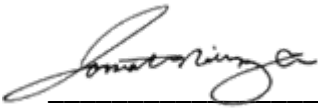
City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Allen, Gibbs, & Houlik L.C.

By: 
Jonathan Nibarger, Senior Vice President
9401 Indian Creek Parkway, Suite 650
Overland Park, KS 66210

CITY OF OLATHE
RFP 23-0057
AUDIT SERVICES
EXHIBIT A – COST SUMMARY

Staff Assigned	Hours	Rate	Total Cost
Quality assurance partner (Independent Technical Reviewer)	10	\$200	\$2,000
Partner	80	\$200	\$16,000
Supervisory staff	220	\$140-\$160	\$30,000
Staff	400	\$100-\$130	\$40,000
Subtotal of professional services			\$88,000
Meals and lodging			Included
Transportation			Included
Subtotal of out-of-pocket expenses			Included
Total cost for 2023 audit			\$88,000
Total cost for 2024 audit			\$92,500
Total cost for 2025 audit			\$97,000

Additional Services	2023	2024	2025
Compilation of the City's ACFR	\$13,500	\$14,000	\$14,500
Single Audit – Additional cost for each major program	\$6,500	\$6,800	\$7,150
Olathe Housing Authority, a component unit of the City – audit	\$17,000	\$17,850	\$18,750
Fireman's Relief Fund – audit	\$5,250	\$5,500	\$5,750
Fireman's Relief Fund – report compilation	\$2,100	\$2,200	\$2,300
Fireman's Relief Fund – IRS 990 return preparation	\$4,900	\$5,000	\$5,100
Park & Recreation Foundation – IRS 990 return preparation	\$3,100	\$3,200	\$3,300
Mahaffie Foundation – IRS 990 return preparation	\$3,100	\$3,200	\$3,300
Hourly fees for consultation			
Officer:	\$300		
Supervisor/manager:	\$175-250		
Other professional staff:	\$150		

COMPENSATION

We can provide an effective and cost-efficient mix of personnel with various levels of expertise, all with the necessary experience you require.

We will perform an audit of the City's, Olathe Housing Authority's, and Fireman's Relief Fund's consolidated financial statements. We will also compile the City's Annual Comprehensive Financial Report and perform the City's Single Audit for any required major programs. We will prepare the IRS 990 returns for the Fireman's Relief Fund, Park & Recreation Foundation, and Mahaffie Foundation.

New accounting or auditing pronouncements may be issued that affect your financial reporting or our responsibilities as your auditors. Our future fee estimates do not include any additional time and fees that may be necessary to determine the impact of such pronouncements on your financial reporting or to implement the requirements of any pronouncements that may apply to your audit or financial reporting. We do not foresee any additional fees based on the RFP, however, should such work be required we will discuss with City staff prior to its commencement.

FEES

Below is a breakdown of individual fees for each project:

Staff assigned	Hours	Rate	Total cost
Independent Technical Reviewer	10	\$200	\$2,000
Partner	80	\$200	\$16,000
Supervisory staff	220	\$140 - \$160	\$30,000
Staff	400	\$100 - \$130	\$40,000
Professional services subtotal			\$88,000
Meals and lodging			Included
Transportation			Included
Out-of-pocket expenses subtotal			Included
Total cost for 2023 audit			\$88,000
Total cost for 2024 audit			\$92,500
Total cost for 2025 audit			\$97,000

Additional Services	2023	2024	2025
Compilation of the City's ACFR	\$13,500	\$14,000	\$14,500
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Park & Recreation Foundation – IRS 990 return preparation	\$3,100	\$3,200	\$3,300
Mahaffie Foundation – IRS 990 return preparation	\$3,100	\$3,200	\$3,300

CONSULTING SERVICES

AGH staff are also available for special consulting, non-recurring services. Fees for these services will be dependent upon the level of staff involved in the project. The hourly rates listed below will be effective for the for the 2023 fiscal year and subject to adjustment in subsequent years.

Staff level	Standard hourly rate
Officer	\$300
Supervisor/Manager	\$175-250
Other professional staff	\$150

If AGH is engaged to provide services to the City, your management will have an opportunity for a continuous, year-round dialogue with our professionals. We would suggest that the City's personnel inform us of potential or existing issues so that we can draw upon our experience to offer advice and counsel (as allowed by independence standards) regarding those issues. Our practice is not to bill our clients for telephone consultation unless substantial research time is required.

ADDITIONAL RESOURCES AVAILABLE TO YOU

We strive to inform our clients of recent developments that may interest them. We deliver these resources in several ways:

- **AGH-sponsored seminars** – We have conducted regional seminars for finance personnel on assurance and accounting standards changes.
- **AGH alerts and newsletters** – We publish periodic mailings or emails to alert clients to new accounting standards or regulatory changes and frequently update our business resources offered on [AGHLC.com](https://www.aghlc.com). The AGH website provides a comprehensive archive of resources on assurance, tax, accounting, HR, leadership/management, technology, and other risk management topics.
- **AGHUniversity.com** – We offer a full schedule of complimentary webinars on [AGHUniversity.com](https://www.aghuniversity.com) to provide continuing education and other updates to clients throughout the year.

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, listing the City as certificate holder, and additional insured endorsements for requested coverages.
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER IMA, Inc. - Wichita PO Box 2992 Wichita KS 67201	CONTACT NAME: IMA Wichita Team	
	PHONE (A/C. No. Ext): 316-267-9221	FAX (A/C. No):
E-MAIL ADDRESS: certs@imacorp.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : ACE Property and Casualty Insurance Company		20699
INSURER B : Chubb National Insurance Company		10052
INSURER C : Bankers Standard Insurance Company		18279
INSURER D :		
INSURER E :		
INSURER F :		

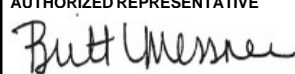
 License#: PC-1210733
 ALLEGIB-01

COVERAGES **CERTIFICATE NUMBER: 1785453307** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			D94390680	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D94390680	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMBKSD943910273N	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71770602	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Olathe, KS is included as Additional Insured on the General Liability Policy, if required by written contract or agreement, subject to the policy terms and conditions.

CERTIFICATE HOLDER City of Olathe, KS 100 E Santa Fe St Olathe KS 66061	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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