

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and All City Management Services, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs School Crossing Guard Services, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

- 1. FEES, EXPENSES, AND TERM.** City agrees to pay Vendor an amount not to exceed \$507,659.10 for the work described in **Exhibit A**.
- 2. ADDITIONAL SERVICES.** Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.
- 3. 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.
- 4. 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
- 5. 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.
- 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.
- 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**.

13. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, 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. 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.

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

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

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

20. 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.

21. 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.

22. 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.

23. 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 Parties hereto have caused this Agreement to be executed this _____ day of _____ 20____.

CITY OF OLATHE, KANSAS

By: _____
John Bacon, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Aubrey Sample, Public Safety Legal Advisor

All City Management Services, Inc.

By:  Signed by:
Demetra Farwell
9B16161324E0466...
Demetra Farwell - Corporate Secretary
(11643 Telegraph Rd.
Santa Fe Springs, CA 90670)

Exhibit A
Vendor's Proposal



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated July 15, 2026, and is between the CITY OF OLATHE (hereinafter called the "Principal"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for an initial term which commences on or about July 1, 2026, and ends on June 30, 2027 (the “Initial Term”). Thereafter, the term of this Agreement shall renew automatically on the termination date of this Agreement for up to two (2) additional, successive one (1) year periods (each, a “Renewal Term” and, together with the Initial Term, the “Term”) unless either party provides the other party with no less than thirty (30) days’ written notice to the other party prior to the end of the Initial Term or the Renewal Term, as applicable, in which case this Agreement shall terminate on the expiration date of the Initial Term, or the then-current Renewal Term, as the case may be.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. The Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the Principal.
3. The Principal shall designate a representative to serve as its point of contact for dealing with Contractor with respect to this Agreement.
4. The Principal shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the

state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under Principal’s jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the Principal a Certificate of Insurance naming the Principal and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the Principal and shall not call on the Principal's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the Principal, its officers, agents and interest of the Principal. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the Principal.
11. Contractor agrees to defend, indemnify and hold harmless the Principal, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a “Claim” and collectively, the “Claims”) that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the Principal, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay Principal, its officers, agents, or employees, any and all costs and expenses incurred by the Principal, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of Principal, liability will be apportioned between Contractor and Principal based upon the parties’ respective degrees of culpability, as determined by the court, and Contractor’s duty to indemnify Principal will be limited accordingly.

- d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to Principal for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$6,000,000 (Six Million Dollars).
12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the Principal.
14. The Principal agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of twenty-eight dollars and seventy-three cents (**\$28.73**) per hour, per Crossing Guard during the Initial Term. It is understood that the cost for providing seventeen thousand six hundred seventy (**17,670**) hours of service shall not exceed five hundred seven thousand six hundred fifty-nine dollars and ten cents (**\$507,659.10**). For automatic renewals no less than (60) days before the expiration of the Initial Term, or the Renewal Term, as applicable, Contractor will notify Principal of its proposed hourly rate for the following 12-month period, which will be deemed accepted by Principal unless Principal notifies Contractor of its disagreement therewith, or its intent not to renew the Agreement, in writing, no less than thirty (30) days prior to the end of the Initial Term or the Renewal Term, as applicable. If Principal disagrees with Contractor's proposed new hourly rate, but still wishes to renew the Agreement the parties will negotiate in good faith to reach mutual agreement on, and confirm in writing, the new hourly rate for the following 12-month period, prior to the expiration of the Initial Term or the Renewal Term, as the case may be.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide Principal with 60 days-notice of its request to increase pricing. Principal agrees to review and respond to said notice within 30 days of receipt.
17. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

PRINCIPAL

City of Olathe

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

Signed by:
Demetra Farwell
By _____
9B16161324E0466...

Demetra Farwell - Corporate Secretary

Print Name and Title

8/8/2026
Date _____

SchoolName	LocationCode	LocationName	Monday	Tuesday	Wednesday	Thursday	Friday
Arbor Creek Elem	72	W 161st Ct / S Brougham Dr (AM SE / PM SW)	2	2		2	2
Arbor Creek Elem	15650	W 159th St / S Brougham Dr	2	2		2	2
Black Bob Elem	54	W 146th Terrace / S Brougham Dr (AM SW / PM SE)	2	2		2	2
Briarwood Elem	49	W 141st St / S Brougham Dr (AM SW / PM SE)	2	2		2	2
Briarwood Elem	50	W 143rd St / S Blackfeather St (AM SW / PM NW)	3.08	3.08	3.08	3.08	3.08
Briarwood Elem	52	W 143rd St / S Brougham Dr N	4	4		4	4
Brougham Elem	63	W 154th Terrace / S Brougham Dr (AM SE / PM SW)	2	2		2	2
Cedar Creek Elem	8722	114th/Clare Road -IFOS-	2	2		2	2
Central Elem	8757	Water/Cedar (A/M-N/E PM-S/E)	2	2		2	2
Countryside Elem	8727	124th Terr/ Arapaho (AM-S/E PM-S/W)	2	2		2	2
Countryside Elem	8726	123th Terr/ Arapaho (AM-S/E PM-S/W)	2	2		2	2
Fairview Elem	8721	1020 Forest (AM-N PM-S)	2	2		2	2
Forest View Elem	8760	W. 125th St./ S. Clare Rd.	2	2		2	2
Forest View Elem	19372	W 125th Terrace / S Canyon Dr Midblock (IFOS)	2	2		2	2
Green Springs Elem	56	W 147th St / S Alden St E	2	2		2	2
Green Springs Elem	55	W 146th Terrace / S Alden St (AM NE / PM SE)	2	2		2	2
Havencroft Elem	51	E Sheridan St / S Cardinal Pl (IFOS)	2	2		2	2
Havencroft Elem	706	S Clairborne Rd / E Haven Ln	2	2		2	2
Heatherstone Elem	8725	123rd/Widmer (AM-N S-PM)	2	2		2	2
Heritage Elem	906	E Orleans Dr / E Meadow Ln AT Ped Light (AM E / PM W)	2	2		2	2
Heritage Elem	21623	E Pawnee Dr / S Lindenwood Dr (AM SW / PM SE)	2	2		2	2
Heritage Elem	6625	S Ridgeview Rd / S Mahaffie Cir-Access Rd	3.08	3.08	3.08	3.08	3.08
Indian Creek Elem	8750	Indian Creek Pkwy/Arapaho (AM-S/W PM S/E)	2	2		2	2
Liberty View Elem	59	W 148th St / S Greenwood St (AM NE / PM NW)	2	2		2	2
Madison Place Elem	74	W 166th St / S Warwick St (AM NE / PM SE)	2	2		2	2
Mahaffie Elem	8755	Pineview/ Ann Shirley (AM-N/W PM-SW)	2	2		2	2
Mahaffie Elem	8749	Harold/Sunset (AM-S/E PM-N/E)	2	2		2	2
Mahaffie Elem	8763	E. 125th Terrace/ N. Nelson Rd.	2	2		2	2
Millbrooke Elem	8758	119th/Valley	2	2		2	2
Northview Elem	8746	N. Woodland Rd./Cothrell	2	2		2	2
Prairie Center Elem	8754	Persimmon/ Persimmon View (at school exit) AM-N PM-S/E	2	2		2	2
Prairie Creek Elem	22231	W 165th St / S Britton St	2	2		2	2
Prairie Creek Elem	4793	W 165th St / S Mur-Len Rd	2	2		2	2
Ravenwood Elem	8724	121st St. / Clinton St.(AM-N/E PM-S/E)	2	2		2	2
Ravenwood Elem	8751	Jackson St. / Clinton St. (AM-S/W PM-S/W)	2	2		2	2
Ravenwood Elem	8762	W. 123rd St. / S. Iowa St.	2	2		2	2
Regency Place Elem	38	W 131st Terrace / S Greenwood St (AM SE / PM SW)	2	2		2	2
Regency Place Elem	40	W 133rd St / S Greenwood St (AM NE / PM NW)	2	2		2	2
Ridgeview Elem	8756	Ridgeview Rd. / Elm St. (AM-S/E PM-S/W)	2	2		2	2
Rolling Ridge Elem	8748	Elm Terr / Oscar St. (AM-S/W PM-S/W)	2	2		2	2
Rolling Ridge Elem	8752	Montclair Dr. / Elm Terr (AM-N/W PM-N/W)	2	2		2	2
Scarborough Elem	62	E 153rd Terrace / S Lindenwood Dr (AM SW / PM SE)	2	2		2	2
Sunnyside Elem	68	W 159th St / S Lindenwood Dr (AM NE / PM SE)	2	2		2	2
Sunnyside Elem	69	W 159th Terrace / S Lindenwood Dr (At school AM NW / PM NE)	2	2		2	2
Timber Sage Elem	15801	172nd Terrace / Brougham Dr	2	2		2	2
Tomahawk Elem	42	W 138th St / S Brougham Dr (AM NE / PM NW)	2	2		2	2
Woodland Elem	8723.1	115th Terr / Woodland Ave(AM-S/W PM-S/E)	1	1		1	1
Woodland Elem	8723.2	115th Terr / Woodland Ave (AM-S/W PM-S/E)	1	1		1	1

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.

Exhibit C
Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/12/2026

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 Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo CA 92656	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: occerts@marshmma.com FAX (A/C, No):
INSURED All City Management Services, Inc. 11643 Telegraph Rd Santa Fe Springs, CA 90670-3656	License#: 0H18131 ALLCITYMAN

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Lexington Insurance Company	19437
INSURER C : AXIS Surplus Insurance Company	26620
INSURER D : Westchester Surplus Lines Insurance Co	10172
INSURER E :	
INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 634402349**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ 1,250,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y	N	020744001	6/15/2026	6/15/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Abuse & Molestation \$ Included
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐ OTHER:			P00100118039404	6/15/2026	6/15/2027	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	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	WCC334410A	1/1/2026	1/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Layer			G72535522006	6/15/2026	6/15/2027	AGGREGATE Abuse & Molestation EACH OCCURRENCE \$6,000,000 Included \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Crossing Guards City of Olathe is included as additional insured as respects to General Liability per attached endorsement. Sexual Abuse & Molestation not excluded with respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Olathe
 100 E. Santa Fe
 Olathe KS 66051-0000

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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INSURED: All City Management Services, Inc.

POLICY #: 020744001

POLICY PERIOD: 06/15/2026

TO: 06/15/2027

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described A additional insured under this endorsement is limited as follows:
- 1.** COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 - 2.** The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
 - 3.** In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
 - 4.** The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
 - i.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii.** Supervisory, inspection, architectural, or engineering activities.
- 5.** This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
- 6.** Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.
- C.** In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.



**Authorized Representative OR
Countersignature (In states where applicable)**

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