

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal ("Renewal") made this 22nd day of April 2024, by and between the City of Olathe ("City") and Lineage Mailing Services ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Vendor have previously entered into an Agreement, dated March 4th, 2020 ("the Agreement"), for postage and mailing services

WHEREAS, the Agreement was for a term of 3 years; WHEREAS,

the Agreement expired on March 3rd, 2023; and WHEREAS, the

Parties are desirous of renewing the Agreement. NOW,

THEREFORE, the Parties hereby agree as follows:

[OR OPTION 2 (modification and renewal)]:

- A. The Agreement is hereby modified in the attached Exhibit A to reflect updated USPS postage pricing, drop-off and pick up locations; and the additional service quotes and is hereby renewed for an additional term of 2 years commencing on April 22nd, 2024, and expiring April 21st, 2026. This is the final renewal available for this contract.

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.

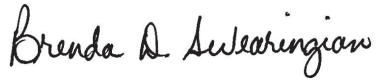
IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By:


Michael Wilkes (Apr 26, 2024 12:54 CDT)

City Manager



City Clerk

APPROVED AS TO FORM:



Assistant City Attorney



Lineage Mailing Services

By:



Jason Hansen

Director of Sales and Customer Success
1700 Broadway Blvd
Kansas City, MO, 64108

INSERT EXHIBIT A HERE



Lineage Connect Pricing for Renewal 2024-2025

Description	Price
POSTAGE	
Non-auto pre-sort up to 1 oz.	\$0.586/piece
Non-auto pre-sort up to 2 oz.	\$0.586/piece
Non-auto pre-sort up to 3 oz.	\$0.586/piece
Auto presort letter 3 oz. or less	\$0.571/piece
Auto presort flats up to 1 oz.	\$1.244/piece
Auto presort flats up to 2 oz.	\$1.484/piece
Auto presort flats up to 3 oz.	\$1.724/piece
Non-auto non pre-sort flats up to 1oz.	\$1.30/piece
Non-auto non pre-sort flats up to 2 oz.	\$1.54/piece
Non-auto non pre-sort flats up to 3 oz.	\$1.78/piece
Mail Services	
Certified Mail Processing	\$1.50/piece
Presorting Letters	\$0.02/piece
Presorting Flats	\$0.085/piece
Metering Letters	\$0.02/piece
Metering Flats	\$0.085/piece
Metering and Processing Parcels	\$1.50/piece
Pickup and Currier Service for Mail	\$198/day
Additional Pickup locatoins Added	\$15/pickup
Rejects (for items that are not able to be processed automated)	\$1.00

USPS updates pricing 2 Times per year, typically January and June.

Lineage will notify the City when USPS rates are released

Prices are subject to annual adjustment based on the Consumer Price Index (CPI-U + all Urban Consumers) for the previous twelve months not to exceed 5% and not less than 3%. Pricing increases will be notified 60 days prior to January 1 of each year.

Department
Multiple
ITS & Community Enhancement
P&R
Infrastructure - Solid Waste
Infrastructure
Infrastructure
Housing
Infrastructure - Traffic/Street
Courts/Prosecutor/PD
Infrastructure - Fleet Maintenance
Infrastructure - Household Waste
Infrastructure - Engineering
Infrastructure -ES
Infrastructure

Facility
City Hall
Centennial Building
Olathe Community Center
Solid Waste Transfer Station
Water Treatment Plant #1
Water Treatment Plant #2 (Filter Building)
Housing
Traffic Maintenance Center
Public Safety
Public Works
Public Works
Public Works
Environmental Laboratory
Ceder Creek Waste Water Plant

Street Address
100 E. Santa Fe
135 S. Kansas Ave.
1205 E. Kansas City Rd.
1681 S. Valley Rd.
600 S. Curtis St.
27065 W. 83rd
200 W. Santa Fe
301 N. Rogers Rd.
501 E. 56 Hwy
1415 S. Robinson
1420 S. Robinson
1415 S. Robinson
25851 W. 119th St.
25915 W. 119th

Pick-Up Inter-Office Mail (and Outgoing Mail As Needed)
N/A
Centennial Building
Olathe Community Center
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson
City Hall
Public Works Admin - 1385 S. Robinson
Public Safety
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson
Public Works Admin - 1385 S. Robinson

Drop Off Inter-Office Mail for Sorting and Pick Up Inter-Office Mail (and Outgoing Mail if needed by 4pm)
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall
City Hall

The daily flow should be as follows:

The Courier stops daily at all the locations listed in Column D and picks up inter-office mail. Some locations will need their outgoing mail picked up and mailed as well, but not all.

The Courier arrives at City Hall by 4pm to

drop off the inter-office mail that was picked up during his route, which City of Olathe employees will sort and have ready for next day delivery.

pick up any pre-sorted interoffice mail to deliver on tomorrow's route

pick up any outgoing mail to send out, but that is also on an as needed basis.

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. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. 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.
- E. 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.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.
- G. 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)

12/20/2023

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 Stahlka Agency, Inc 6724 Main St Williamsville NY 14221	CONTACT NAME: Jenny Loretz PHONE (A/C, No, Ext): (716) 634-7070 FAX (A/C, No): (716) 634-6411 E-MAIL ADDRESS: jloretz@emsinsurance.com
INSURED Lineage Mailing Services LLC DBA Strahm Automation 1700 Broadway Kansas City MO 64108	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. Of America INSURER B: Phoenix Insurance Company INSURER C: Travelers Indemnity Co. INSURER D: Memic Indemnity Company INSURER E: INSURER F:
	NAIC # 25666 25623 25658

COVERAGES**CERTIFICATE NUMBER:** 23-24 L A E W**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		630-5K644713	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		BA2L223970	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 10,000			CUP-5K672994	12/31/2023	12/31/2024	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
D	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 Y	N/A	3102810078	12/31/2023	12/31/2024	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
B	Hired Car Physical Damage			BA2L223970	12/31/2023	12/31/2024	Comprehensive \$100,000 Collision \$100,000

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

City of Olathe if required by written contract is an additional insured on a primary and noncontributory basis on the General Liability policy.

City of Olathe if required by written contract is an additional insured on the Auto Liability policy.

CERTIFICATE HOLDER**CANCELLATION**The City of Olathe
PO Box 768

Olathe

KS 66051-0768

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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12/20/2023

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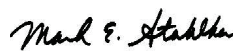
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CERTIFICATE HOLDER**CANCELLATION**

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