

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Optrics, Inc., hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs Manage Engine 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 \$54,895.75 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. This contract will be a one (1)-year contract with the option to renew for up to two (2) additional one (1)-year periods upon the written agreement of both parties.

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 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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)**.

10. 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.

11. INSURANCE. Vendor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

12. 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.

13. 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.

14. 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.

15. 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.

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

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

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

19. 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.

20. 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.

21. 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.

22. 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 ____ day of

____ 20____.

CITY OF OLATHE, KANSAS


By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:



Deputy City Attorney

Optrics, Inc

By: **Blair Zingle**
Blair Zingle, C.E.O
6810 104 St. NW, Edmonton,
AB T6H 2L6

Digitally signed by Blair Zingle
DN: cn=Blair Zingle, c=CA,
email=blair@optrics.com
Reason: I agree to the specified
portions of this document
Date: 2024.02.12 13:21:04 -07'00'



6810 104 St. NW, Edmonton, AB T6H 2L6

Local: 780-430-6240 | TF (Canada): 1-877-463-7638 | TF (US): 1-877-386-3763 | Fax: 780-432-5630

Exhibit A
Vendor's Proposal

Personal Service, Trusted IT Advice
Since 1995
www.Optrics.com

QUOTE

Number OPTQ15194

Date Feb 7, 2024

Sold To		Ship To		Your Sales Rep	
City of Olathe Chris Peak 135 S. Kansas Ave Olathe, Kansas 66061 USA		City of Olathe Chris Peak 135 S. Kansas Ave Olathe, Kansas 66061 USA		John Li Technical Sales Representative john.li@optrics.com	
Terms	Currency	Ship Via	Job		
Net 30	USD	Electronic Delivery			
Manufacturer	Description		Qty	Price Each	Total Price
	All Subscriptions/Maintenance quoted below have the coverage period of 08/14/2024 - 08/14/2025				
ManageEngine	OpManager Plus 500 Devices, 5 Users and 3 Firewalls		1	US\$3,637.55	US\$3,637.55
ManageEngine	ADAudit Plus Professional 10 Domain Controllers		1	US\$2,845.25	US\$2,845.25
ManageEngine	ADAudit Plus Professional 6 NAS Servers		1	US\$2,427.25	US\$2,427.25
ManageEngine	ADAudit Plus Professional 1000 Workstations		1	US\$1,705.25	US\$1,705.25
ManageEngine	ADAudit Plus Professional 5 File Servers		1	US\$897.75	US\$897.75
ManageEngine	ADAudit Plus Professional 1 Cloud Azure Tenant		1	US\$945.25	US\$945.25
ManageEngine	ADAudit Plus Professional 200 Window Servers		1	US\$4,555.25	US\$4,555.25
ManageEngine	Endpoint Central UEM Edition 2400 Endpoints and Single User		1	US\$24,012.20	US\$24,012.20
ManageEngine	Endpoint Central UEM Edition Additional 45 Users		1	US\$5,286.75	US\$5,286.75
ManageEngine	Endpoint Central UEM Secure Gateway Server		1	US\$327.75	US\$327.75
ManageEngine	ADManager Plus Professional 2 Domains 23 Techs		1	US\$8,255.50	US\$8,255.50
Notes			Sub-Total		US\$54,895.75
Please contact me if I can be of further assistance.			Shipping		US\$0.00
			Tax (0%)		US\$0.00
			Total		US\$54,895.75

Thank you for your business! - John Li

OPTRICS' PRODUCT RETURN POLICIES ARE SET BY EACH UNDERLYING MANUFACTURER'S RETURN POLICY. AS A CONDITION OF ACCEPTING THIS QUOTE, YOU THE CUSTOMER AGREE TO BE BOUND BY THE MANUFACTURER RETURN POLICY SPECIFIC TO THE ITEM(S) BEING OFFERED FOR EVALUATION OR PURCHASE. FOR SPECIFIC INFORMATION PLEASE CONTACT YOUR ACCOUNT REPRESENTATIVE.

Manufacturer	Description	Qty	Price Each	Total Price
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Payment Terms

** Quoted prices are valid for 15 days from issuance date of quote.

TERMS: All orders must be prepaid unless prior credit terms have been established. Optrics accepts payment via Visa, MasterCard, AMEX, money order, bank draft, wire transfer, certified check or check with 10-day hold, electronic funds transfer or by letter of credit or by purchase order (PO) from qualified organizations subject to prior credit approval. E. & O.E.

IF ORDERING BY PURCHASE ORDER: Please ensure the following information is included on your Purchase Order:

1. Address: "Optrics Inc, 6810-104 St, Edmonton, AB. Canada. T6H 2L6"
2. Terms: "Net 15 days"
3. Authorizing Signature

Please email your PO to PurchaseOrders@Optrics.com or fax to (780) 432-5630.

IF PAYING BY CREDIT CARD: Please submit payment by going to: <https://payments.Optrics.com>

Standard Terms and Conditions

By accepting this quote offer you agree to be bound by Optrics Inc.'s Standard Terms and Conditions as published and available at <https://www.Optrics.com/company/terms-and-conditions/> - Printed version available upon request.

About Us

Established in 1995, our mission is to provide our clients with personal service and trusted IT advice. If you need a quote, someone to help you solve a network infrastructure problem and/or implement it we can help.

Some of our partners include: A10, Aerohive, Brocade, CastleRock, Cisco, Dell, Foresite, HP, Kemp, KnowBe4, ManageEngine, Microsoft, Quest Software, Riverbed, Ruckus, Solarwinds, Sophos, SpyderMail, StorageCraft, TrendMicro & Watchguard.

Thank you for your business! - John Li

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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

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer.
This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
City of Olathe		Optrics Inc	
100 E Santa Fe Street		6810 104 Street NW	
Olathe, KS		Edmonton, AB	
POSTAL CODE 66061		POSTAL CODE T6H 2L6	
3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)			

City of Olathe is named as Additional Insured

4. COVERAGES

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input type="checkbox"/> POLLUTION LIABILITY EXTENSION	Intact Insurance Company 172-2839	2023/10/1	2024/10/1	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		2,000,000
				- EACH OCCURRENCE	1,000	2,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		2,000,000
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		2,000,000
				MEDICAL PAYMENTS		
				TENANTS LEGAL LIABILITY		500,000
NON-OWNED AUTOMOBILES <input checked="" type="checkbox"/> HIRED AUTOMOBILES	Intact Insurance Company 172-2839	2023/10/1	2024/10/1	NON OWNED AUTOMOBILE		2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>				BODILY INJURY AND PROPERTY DAMAGE COMBINED		
				BODILY INJURY (PER PERSON)		
				BODILY INJURY (PER ACCIDENT)		
				PROPERTY DAMAGE		
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE		
				AGGREGATE		
OTHER LIABILITY (SPECIFY) <input checked="" type="checkbox"/> Errors & Omissions <input type="checkbox"/> <input type="checkbox"/>	LLOYDS OF LONDON HGA-B-SRIM-10-01	2023/10/1	2024/10/1	Claims Made	5,000	2,000,000

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
HGA Insurance Inc.		City of Olathe	
200 - 16011 116th Ave		100 E Santa Fe Street	
Edmonton, AB		Olathe, KS	
POSTAL CODE T5M 3Y1			
BROKER CLIENT ID: OPTRINC-01		POSTAL CODE 66061	

8. CERTIFICATE AUTHORIZATION					
ISSUER HGA Insurance Inc.		CONTACT NUMBER(S)			
		TYPE Phone NO. (780) 489-9750		TYPE Fax NO. (780) 484-7427	
AUTHORIZED REPRESENTATIVE Troy Len		TYPE NO.		TYPE NO.	
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE 2024/3/14		EMAIL ADDRESS	