

## **CITY OF OLATHE**

### **AGREEMENT RENEWAL**

This Agreement Renewal ("Renewal") made this 21st day of February, 2023, by and between the City of Olathe ("City") and Electronic Technology, Inc. ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Consultant have previously entered into an Agreement, dated March 8, 2023("the Agreement"), for surveillance camera equipment and installation; and

WHEREAS, the Agreement was for one year;

WHEREAS, Section 2 of the Agreement provides that the Agreement may be renewed for additional periods upon the written agreement of both parties; and

WHEREAS, the Parties have not previously renewed the Agreement;

WHEREAS, the Agreement will currently expire on March 8, 2024; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

The Agreement, as modified, is hereby renewed for an additional term of one year, commencing at the expiration of the current term on March 8, 2024. The City agrees to pay an amount not to exceed \$750,000.00 for the contract period.

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:

  
\_\_\_\_\_  
Deputy City Attorney

Electronic Technology, Inc.

By:   
\_\_\_\_\_  
Lisa Reinhoehl, CEO, President  
5700 Merriam Dr.  
Merriam, KS 66203

**EXHIBIT A**

**Contract Specifications**



NOTICE OF MARC/KCRPC CONTRACT MODIFICATION  
DATED: October 11, 2023

|                            |   |
|----------------------------|---|
| Bid Title:                 | Yearly Contract for Surveillance Cameras & Installation |
| Bid/Contract No.           | 93 (2R)   |
| Contract Modification No.: | 3   |
| Contract Period:           | 11/01/20 to 10/31/22                                    |
| Renewal Period 1:          | 11/01/22 to 10/31/23                                    |
| Renewal Period 2:          | 11/01/23 to 10/31/24                                    |
| Renewal Period 3:          | -   |

**CONTRACTOR:**

Lisa Reinoehl  
Electronic Technology, Inc.  
5700 Merriam Dr.  
Merriam, Kan., 66203

Phone: 913-962-8083  
Fax:  
Email: [lreinoehl@etikc.com](mailto:lreinoehl@etikc.com)

**MODIFICATION TO ORIGINAL CONTRACT:**

The original contract issued November 1, 2020, is revised as follows:

MARC/KCRPC does hereby accept your offer to renew the contract for one year, with one one-year renewal option remaining. The renewal includes the requested price changes as listed on the enclosed pricing list.

By: 

David Warm, Executive Director  
Mid-America Regional Council

10/19/2023

Date:

By: 

Lisa Reinoehl, CEO, President  
Electronic Technology, Inc.

10-23-23

Date:

Copy: Contractor / Contract database / KCRPC Program Coordinator / Participants

MARC/KCRPC BID 93 (2R)

LABOR RATES (TAB 1)

MODIFICATION 3 - 11/1/23 TO 10/31/24

ELECTRONIC TECHNOLOGY, INC

**Regular/Repair Service Call:**

|               |                                     |
|---------------|-------------------------------------|
| Regular Hours | Monday - Friday 8:00 a.m. to 5 p.m. |
| After Hours   | Monday - Friday                     |
| Weekends      | Saturday - Sunday                   |
| Holiday       |                                     |

**Emergency/ Repair Service Call:**

|               |                                     |
|---------------|-------------------------------------|
| Regular Hours | Monday - Friday 8:00 a.m. to 5 p.m. |
| After Hours   | Monday - Friday                     |
| Weekends      | Saturday - Sunday                   |
| Holiday       |                                     |

**New Work:**

|               |                                     |
|---------------|-------------------------------------|
| Regular Hours | Monday - Friday 8:00 a.m. to 5 p.m. |
| After Hours   | Monday - Friday                     |
| Weekend       | Saturday - Sunday                   |
| Holiday       |                                     |

**Other:**

Bucket truck rental, includes two operators.

Tower crew, rates per person

Training costs - include cost per hour or set pricing, training material, travel costs and any other relevant cost breakdowns.

Integration costs:

Boring services

|          |   |
|----------|---|
| Ductwork | Standard 3 inch (KCMO)                    |
| Ductwork | City Specification non KCMO Jurisdictions |

State any additional delivery costs or mileage rate, for products or service requested by agencies located outside the greater metropolitan Kansas City area.

| Non-Prevailing Wage Rates (Also applies to Missouri projects under \$75,000) |              |
|--|--------------|
| Hourly Rate:   | Minimum Hrs. |
| \$ 105.00  | 1            |
| \$ 125.00  | 1            |
| \$ 140.00  | 1            |
| \$ 185.00  | 1            |

| Prevailing Wage Work (Missouri only - for projects over \$75,000) |              |
|---|--------------|
| Hourly Rate:  | Minimum Hrs. |
| \$ 120.00   | 1            |
| \$ 140.00   | 1            |
| \$ 165.00   | 1            |
| \$ 200.00   | 1            |

|           |   |
|-----------|---|
| \$ 110.00 | 1 |
| \$ 130.00 | 1 |
| \$ 145.00 | 1 |
| \$ 190.00 | 1 |

|           |   |
|-----------|---|
| \$ 125.00 | 1 |
| \$ 145.00 | 1 |
| \$ 170.00 | 1 |
| \$ 205.00 | 1 |

|           |   |
|-----------|---|
| \$ 105.00 | 1 |
| \$ 125.00 | 1 |
| \$ 140.00 | 1 |
| \$ 185.00 | 1 |

|           |   |
|-----------|---|
| \$ 120.00 | 1 |
| \$ 140.00 | 1 |
| \$ 165.00 | 1 |
| \$ 200.00 | 1 |

| Hourly Rate: | Minimum Hrs. |
|--------------|--------------|
| \$ 275.00    | 1            |
| \$ 185.00    | 1            |
| \$ 1,200.00  | 1            |

| Hourly Rate: | Minimum Hrs. |
|--------------|--------------|
| \$ 320.00    | 1            |
| \$ 200.00    | 1            |
| \$ 1,200.00  | 1            |

|                  |            |
|------------------|------------|
| Refer to Tab 5-4 | Per foot   |
| " "              | Per foot ^ |
| " "              | Per foot ^ |

|                  |            |
|------------------|------------|
| Refer to Tab 5-4 | Per foot   |
| " "              | Per foot ^ |
| " "              | Per foot ^ |

Rate of \$0.665 per mile

\* Minimum of a 2-person crew required for all tower work

\*\* Training costs will vary by class type to be covered. This is an average cost per day based on a 10 person participation

^ Refer also to digital submission tables

MARC/KCRPC BID 93

PRODUCT OFFERINGS (TAB 2)

|               |  |                       |  | Electronic Technology, Inc.  |
|---------------|--|-----------------------|--|--|
| MANUFACTURER: | NAME AND EFFECTIVE DATE OF PUBLISHED CATALOG/PRICE SHEET                                 | DISCOUNT (%) OFFERED: | MSRP WEB LINK:   | LEAD TIME for DELIVERY OF PRODUCTS (AFTER RECEIPT OF ORDERS) IF AVAILABLE: |
| CATEGORY A:   | VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED                                     |                       |  |  |
| Genetec       | Security Center  | 20%                   | Refer to appendices                                      | 10 Days to 15 Days   |
|               |  |                       | <a href="http://www.genetec.com">www.genetec.com</a>     |  |
|               |  |                       |  |  |
| CATEGORY B:   | CONTROLLED BUILDING ACCESS   |                       |  |  |
| Genetec       | Security Center  | 20%                   | Refer to appendices                                      | 10 Days to 15 Days   |
|               |  |                       |  |  |
|               |  |                       |  |  |
| CATEGORY D:   | CABLING COSTS (EXCLUDING LABOR)  |                       |  |  |
| CommScope     | CAT 5 & CAT 6 Cable  | 15%                   | Furnish by Quotes  | 10 Days  |
| Corning       | Fiber  | 10%                   | Furnish by Quotes  | 6 to 8 months  |
|               |  |                       | <a href="http://www.commscope.com">www.commscope.com</a> |  |
|               |  |                       | <a href="http://www.corning.com">www.corning.com</a>     |  |
|               |  |                       |  |  |
| CATEGORY E:   | OFF-SHELF (OTHER SIMILAR SURVEILLANCE/SECURITY PRODUCTS OFFERED, BUT NOT LISTED ABOVE):: |                       |  |  |
|               | Note: For additional details regarding Vendor product lines refer to Tab 5-4             |                       |  |  |

| Contract Pricing - Most Used Equipment / MARC Bid No. 97   | Discount % off MSRP  | Note |
|--|--|------|
| iPhone   | 10%  | *    |
| Altronix   | 10%  | *    |
| Antrika - Video Encoders \ Decoders  | 10%  | *    |
| ASSA ABLOY   | 10%  | *    |
| Axis Communication   | 15%  |      |
| Bosch Cameras  | 25%  | *    |
| Bridgewave Wireless  | 15%  | *    |
| BriefCam   | 10%  | *    |
| Cambium Wireless   | 12%  | *    |
| Ceragon Wireless Radios  | 20%  | *    |
| Cisco Equipment  | 15%  | *    |
| Code Blue Station  | 12%  | *    |
| Cradle Point Cellular Modems   | 10%  | *    |
| DDB Enclosure  | 10%  | *    |
| Ditek  | 10%  | *    |
| Genetec ALPR Products  | 15%  |      |
| Genetec Hardware AD types  | 20%  |      |
| Genetec Security Center Video  | 20%  |      |
| Genetec Synergis Access Control  | 20%  |      |
| HES  | 10%  | *    |
| HID  | 10%  | *    |
| HP equipment   | 10%  | *    |
| Jupiter Video Wall equipment   | 12%  | *    |
| Louroe Audio products  | 10%  | *    |
| Panasonic Cameras  | 15%  |      |
| Photo Cell Power taps  | \$125.00   |      |
| Prodera Network  | 15%  | *    |
| Radwin Wireless Radios   | 20%  |      |
| Ruckus Wireless  | 20%  | *    |
| Ruggedcom Switch products  | 12%  | *    |
| Securtron  | 10%  | *    |
| Siklu Wireless   | 15%  | *    |
| <del>Southern MFG Enclosure 16H X 14W X 11 D #2 Key</del>  | Deleted  |      |
| Aluminum Enclosure (16"x16"x10") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount   | \$720.00   | New  |
| Aluminum Enclosure (12" x 12" x 11") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount   | \$660.00   | New  |
| Aluminum Enclosure (12" x 12" x 6") with #2 Security Lock (NEMA 3, Sundshield, Vented, Thermostatic Fan, Insulated, Pole/Wall Mount  | \$580.00   | New  |
| Stone Lock Pro-Facial Recognition  | 10%  | *    |
| Transition Network   | 15%  | *    |
| Network Cat 6 Cable Drop 100 meters or less  | \$275.00 each  |      |
| Fiber splice Prep Time getting ready to splice per location  | \$150.00   |      |
| Fiber Splicing only per splice   | \$60.00  |      |
| Fiber Testing both OTDR and Power meter with report per splice   | \$70.00  |      |
| Fiber Inground splice enclosure Corning  | \$410.00   |      |
| Fiber rack mount LIU Corning CCH-01-U  | \$327.00   |      |
| Fiber Cassette Corning 12 fiber single mode LC connector   | \$533.00   |      |
| Mobilization for equipment to do boring  | \$800.00   |      |
| Boring: per foot cost with no rock   | \$25.00  |      |
| Rock Saw: per foot cost  | \$60.00  |      |
| Rock Bore: per foot cost   | \$160.00   |      |
| 2 inch HDPE per foot with Pull tape installed  | \$3.00 per foot  |      |
| 3 inch HDPE per foot with pull tape installed  | \$4.00 per foot  |      |
| Locate Wire per foot   | \$1.00 per foot  |      |
| Supply and set Mand Holds 17x30x18   | \$1,150.00   |      |
| Supply and set Mand Holds 24x36x24   | \$1,350.00   |      |
| Backhoe with operator day rate   | \$2,600.00   |      |
| Mini-Excavator with operator day rate  | \$2,300.00   |      |
| Skid Steer with operator day rate  | \$2,300.00   |      |
| Labor Rate   | \$150.00   |      |
| Technical support 24/7 Standby / On Call   | \$170.00 Daily Rate Plus call-in rate if need at \$135.00 Per-Man hour |      |
| * Because Selected Vendors change pricing often, when asked for at the time of quoting, ETI can provide concurrent MSRP prices.<br>Note: Due to potential vendor promotion additional discount may be applied. |  |      |



MARC/KCRPC BID 93 SECTION 4.0 SPECIFICATIONS (TAB 3)

|   |  | Electronic Technology, Inc.             |                             | Response/Exceptions/Alternate:  |
|---|--|---|-----------------------------|---------------------------------|
| Comply? Check YES or NO for each statement. If response is NO, bidders must state alternate proposed. Bidders may attach separate sheet for alternate proposal. |  |   |                             |                                 |
| <b>VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE</b>  |  |   |                             |                                 |
| 4.1   | All camera brackets on the pole at location, shall be mounted using a metal strap band mounting bracket so that no drilling into the pole is required to hold the camera.  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO | No alternates allowed.          |
|   | Mount on:  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Street-Light Poles   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Traffic Signal Standards   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Building exteriors/interiors   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Radio Towers   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Vehicles   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Overpasses/bridges   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.2   | A NEMA rated box may be required of sufficient size to hold necessary equipment for the installation. Box may need to be color matched. Vendor may be required to connect to electrical power available at the site. | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.3   | Remote Mount Cameras features must include:  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | IP Addressable   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Genetec compatible   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | PoE (Power Over Ethernet)  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Web Interface with User/PW login   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | ONVIF Compatible   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Local EDGE recording capability  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Minimum 1080p resolution (State max resolution)  |   |                             | Maximum 20 Megapixels on 1 lens |
| 4.4   | Enclosure for Camera   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | All weather (Exterior cameras only)  |   |                             |                                 |
| 4.5   | Integration Services   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Vendor will propose solution and necessary equipment and services to achieve desired capability.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.6   | <b>VIDEO SURVEILLANCE EQUIPMENT AND SOFTWARE - IP-BASED</b>  |   |                             |                                 |
|   | Must be certified Genetec certified distributor  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Must be proficient in network & firewall configuration to support camera network   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.7   | <b>Wireless Connectivity</b>   |   |                             |                                 |
|   | Radwin Certified   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.8   | <b>CONTROLLED BUILDING ACCESS</b>  |   |                             |                                 |
|   | Systems and components shall be able to screen and validate employees and visitors using various readers (i.e. swipe card-keypad, proximity, biometric identification).  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Electromagnetic door lock.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Surface-mount door contact and switch, and electric door strike, heavy duty.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Includes request to exit button signage.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Includes request to exit PIR motion sensors.   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Touchless panels   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Panic alarms, under desk   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
| 4.9   | <b>CABLING</b>   |   |                             |                                 |
|   | Single & multi-mode fiber splicing to include waterproof enclosures  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Cat 5/Cat 6 termination and testing  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Fiber optic cable termination in cassette or panel   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | OTDR and power meter testing of fiber cable  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Boring to include earth, rock or external walls (Vendor must be able to install orange colored, 3 inch conduit or two, 2 inch conduits as required)  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Pull Box (Hand Hole) installation in earth/rock/pavement (KCMO installations must meet KCMO TCD-0-6 & TCD-0-6a Type II)  | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | Fiber optic cable must be single mode, rated appropriately for inside or outside plant use (KCMO installations to meet KCMO standard available at: )   | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO |                                 |
|   | <a href="https://drive.google.com/file/d/1jA3lqkbl-s6TSNmFjTCPXv3bRN7dMQ6/view">https://drive.google.com/file/d/1jA3lqkbl-s6TSNmFjTCPXv3bRN7dMQ6/view</a>  |   |                             |                                 |



**MARC/KCRPC BID 93 TAB 4 - BIDDERS CHECKLIST - SUBMITTAL RESPONSE -**
**BIDDER:** Electronic Technology, Inc.

|  | Signed and Included? Designate "Yes or No"                |                             |
|--|---|-----------------------------|
| Addendum(s) signed and included? <i>Bidders shall confirm if any additional addendums have been issued, by either contacting the Program Coordinator, or checking the web sites at <a href="http://www.marc.org/kcrpc/">www.marc.org/kcrpc/</a> or <a href="http://www.demandstar.com">www.demandstar.com</a>.</i> | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Section 5.0 Submittal Section - References, Key Personnel, Subcontractors, Available Equipment? Completed and signed by authorized person.   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix A - Addendum 1 REVISED Pricing Section Tab 1 - Labor Rates / Tab 2 - Discounts Offered and Manufacturers / Tab 3 - Specifications/Response and Tab 4 - Excel sheet  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix B - Authorization-Collusion Affidavit   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix C - Disabled Veterans Preference (Missouri)   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix D - Bidder Warranties   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix E - E-Verification  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix F - Missouri Products Preference  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix G - Bidder Guarantees   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix H - Debarment Certification   | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix I - Intent to Perform as MBE-WBE  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix J - Affirmative Action  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Appendix K - Lobbying  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Allow Cooperative Purchasing By Other Entities (Non-Participants)  | <u>Yes</u> <input checked="" type="checkbox"/>            | No <input type="checkbox"/> |
| Payment terms are Net 30 . Do you offer discount for early payment (i.e. Net 15 - 2 percent discount)?   | No discount for 15 days                                   |                             |
| Government procurement cards accepted?   | Yes, at 2% (two percent) charge                           |                             |
| Geographical service coverage (local, state or national):  | States of; Arkansas, Iowa, Kansas, Missouri, and Nebraska |                             |

|   |  |
|---|--|
| Annual maintenance service agreement available? Provide details or submit sample agreement.                   | Please refer to warranty page.                   |
| Annual maintenance services - Do you offer multi-year pre-payment discount? If yes, state discount and terms. | Please refer to warranty page.                   |
| Warranty - Parts - state warranty period  | See warranty information on included page.       |
| Warranty - Labor - state warranty period  | 45 Days  |
| Warranty - Extended state cost and availability   | Extended warranty varies from vendor to vendor   |
| Describe policy/process to replace equipment due to damage, theft or repair during warranty period            | Please refer to warranty page.                   |
| Describe ability to deactivate equipment immediately  | Remote connection utilizing Team Viewer software |
| Describe security and fraud detection capability  | Please refer to security / fraud page            |
| Describe website presence - functionality on website  | Website  |
| Technical support, 24/7 capability? If yes, state availability including contact information.                 | Yes, ETI offers 24/7 technical support           |

**EXHIBIT B**  
**Insurance Requirements**

## Exhibit B

### CITY OF OLATHE INSURANCE REQUIREMENTS

**A. Insurance.** Consultant agrees to secure and maintain throughout the duration of this 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 Automobile 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. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

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

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

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Consultant 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: Consultant must maintain throughout the duration 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 Consultant will have access to the City's network or City's data, Consultant must maintain throughout the duration of this Agreement and for a period of three (3) years after the termination of this Agreement. Coverage must

include: 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.** The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Consultant nor has City assessed the risk that may be applicable to Consultant. Consultant must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Consultant'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 Consultant.
- C. Costs.** The cost of insurance will be included in the Consultant's bid or proposal and must be at Consultant's expense. Any and all deductibles or self-insurance in the above described coverages will be the responsibility and at the sole risk of the Consultant.
- D. Verification of Coverage**
1. Consultant must provide a certificate of insurance on ISO form or equivalent, listing the City as the certificate holder, and additional insured endorsements for the 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 Consultant has provided thirty (30) days' advance written notice to the City.
- F. Subconsultant's Insurance:** If a part of this Agreement is to be sublet, Consultant must either cover all subconsultants under its insurance policies; OR require each subconsultant not so covered to meet the standards stated herein.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/13/2024

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).

|  |   |   |
|--|---|---|
| <b>PRODUCER</b><br>Johnston Fiss Insurance<br>5225 W. 75th Street, Suite 200<br>Shawnee Mission, KS 66208          | <b>CONTACT NAME:</b>                              |   |
|  | <b>PHONE</b><br>(A/C, No, Ext): (913) 396-0800    | <b>FAX</b><br>(A/C, No): (913) 396-0835 |
|  | <b>E-MAIL ADDRESS:</b> insurance@johnstonfiss.com |   |
| <b>INSURED</b><br><br>Electronic Technology, Inc.<br>Kyle Reinoehl<br>5700-5702 Merriam Drive<br>Merriam, KS 66203 | <b>INSURER(S) AFFORDING COVERAGE</b>              |   |
|  | <b>INSURER A:</b> TRAVELERS INSURANCE COMPANY     |   |
|  | <b>INSURER B:</b>                                 |   |
|  | <b>INSURER C:</b>                                 |   |
|  | <b>INSURER D:</b>                                 |   |
|  | <b>INSURER E:</b>                                 |   |
|  | <b>INSURER F:</b>                                 |   |

## COVERAGES

## CERTIFICATE NUMBER:

## 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EBL<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: | X         |          | ZLP 16N52966  | 5/24/2023               | 5/24/2024               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> NON-OWNED AUTOS ONLY   | X         |          | BA 4N286838   | 5/24/2023               | 5/24/2024               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 10,000   |           |          | CUP 6N422559  | 5/24/2023               | 5/24/2024               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000   |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           | N/A      | UB 4N286771   | 5/24/2023               | 5/24/2024               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                |
| A        | Professional Liabili  |           |          | ZPL 21P27028  | 5/24/2023               | 5/24/2024               | Limit 2,000,000  |
| A        | Professional Liabili  |           |          | ZPL 21P27028  | 5/24/2023               | 5/24/2024               | SIR 10,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
City of Olathe as additional insured on general liability and commercial auto liability.

## CERTIFICATE HOLDER

## CANCELLATION

|  |  |
|--|--|
| City of Olathe, Kansas<br>100 E. Santa Fe Street<br>Olathe, KS 66061 | 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<br>  |