

## **PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Clarence M Kelley and Associates of Kansas City, Inc., hereinafter "Service Provider" (collectively, the "Parties").

City is in need of certain professional services in the field of security services for a particular project (the "Project") identified in **Exhibit A (Scope of Services)**, attached hereto and incorporated herein by reference.

Service Provider has expertise in security services and activities related to the Project as described in **Exhibit A (Scope of Services)** attached hereto and incorporated by reference.

City contracts with Service Provider for the performing of Professional Services in connection with the Project, as described herein, in consideration of these premise and of the mutual covenants herein set forth. By executing this Agreement, Service Provider represents to City that Service Provider is qualified to perform the work on this Project and is licensed to practice security services by all public entities having jurisdiction over Service Provider and the Project.

### **SECTION I - DEFINITIONS**

As used in this Agreement, the following terms will have the following meanings unless otherwise stated or reasonably required by the Agreement, and other forms of any defined words will have a meaning parallel thereto.

"Additional Services" means services in addition to those listed in **Exhibit A**.

"City" means the City of Olathe, Kansas, a municipal corporation duly organized under the laws of the State of Kansas, its employees, appointees, and officers.

"Service Provider" means the company or individual identified above, herein, and its affiliates, subsidiaries, employees, agents, and assigns.

"Contract Documents" means those documents so identified in this Agreement.

"Service Provider Documents" means all documents required or reasonably implied by the nature of the scope of services to be performed by Service Provider hereunder, including, but not limited to, plans, specifications, drawings, tracings, designs, calculations, sketches, models and reports.

"Professional Services" means the security services and all other acts, duties, and services required of Service Provider under this Agreement including any Additional Services.

"Project" is as above described.

"Project Manager" means the person employed and designated by City to act as the City's representative for the Project.

## **SECTION II - COMPENSATION**

### **A. FEES & EXPENSES**

1. Total Fee: City agrees to pay Service Provider an amount not to exceed fee schedule based on Exhibit B, including reimbursable expenses as described herein. The fee is based on the performance of the scope of services outlined in this Agreement, including **Exhibit A** attached hereto and incorporated by reference, and will be billed by Service Provider using hourly rates and equipment charges as set forth in **Exhibit B** attached hereto and incorporated by reference, plus reimbursable expenses as set forth below. All bills will be submitted to City monthly as provided herein.

### **B. SERVICES BEYOND THE SCOPE OF SERVICES**

1. Additional Services: Service Provider will provide Additional Services authorized by a supplemental agreement executed in writing by the Parties. Prior to commencing any Additional Services, Service Provider must submit a proposal outlining the Additional Services to be provided, estimation of total hours, completion date, and a maximum fee based upon the hourly rate schedule attached hereto as **Exhibit B**.
2. Special Services: Service Provider may be called on to serve as a witness in any litigation, arbitration, legal or administrative proceeding arising out of this Project. If Service Provider is requested, in writing, by City, to appear as a witness, it will be paid its hourly fee as reflected on the hourly rate schedule attached hereto as **Exhibit B**. Service Provider will not be paid by City if Service Provider's appearance is to defend its Professional Services.

### **C. BILLING & PAYMENT**

1. Billing: Service Provider may bill City monthly for completed Professional Services,. The bill submitted by Service Provider must itemize the Professional Services for which payment is requested. City agrees to pay Service Provider within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.
2. City's Right to Withhold Payment: In the event City becomes credibly informed that any representations of Service Provider provided in its monthly billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future otherwise due to Service Provider until the inaccuracy and the cause thereof is corrected to City's

reasonable satisfaction. In the event City questions some element of an invoice, that fact will be made known to Service Provider immediately. Service Provider will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City will be paid to Service Provider in accordance with the contract payment procedures.

**D. SCHEDULE**

All services must be completed on or before January 30, 2024.

**SECTION III - RESPONSIBILITIES OF SERVICE PROVIDER**

Service Provider will perform the Professional Services required for the execution of the Project as described in **Exhibit A**.

**A. GENERAL DUTIES AND RESPONSIBILITIES**

1. Personnel: Service Provider will assign only qualified personnel to perform any service concerning the Project as identified in Service Provider's response to the Request for Proposals. At the time of execution of this Agreement, the Parties anticipate that the following individual will perform as the principal on this Project: INSERT SERVICE PROVIDER'S PRINCIPAL CONTACT. As principal on this Project, this person will be the primary contact with the City's Project Manager and will have authority to bind Service Provider. So long as the individual named above remains actively employed or retained by Service Provider, such individual will perform the function of principal on this Project.
2. Service By and Payment to Others: Any services authorized in writing by City and performed by any party other than Service Provider or its subcontractors (a "Third Party") in connection with the proposed Project will be contracted for and paid for by City. In addition to payments for the Third Party's professional services, this may also include necessary permits, licenses, ownership certifications, materials testing, advertising costs, and other special tests or other services required or requested by City or Service Provider which are not defined within the scope of services of Service Provider as set forth herein. Fees for such extra services will be subject to negotiation between City and the Third Party. Fees will be approved by City in writing prior to the execution of any extra services. Although Service Provider may assist City in procuring such services of Third Parties, Service Provider will in no way be liable to either City or such Third Parties in any manner whatsoever for such services or for payment thereof.
3. Subcontracting or Assignment of Services: Service Provider may not subcontract or assign any of the Professional Services to be performed under this Agreement without first obtaining the written approval of City. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge Service Provider from any obligation under this Agreement. Any person or firm proposed for subcontracting Professional Services under this Agreement will maintain throughout the duration of the

Agreement, insurance as provided in Section V.D.2. herein, and will additionally maintain Professional Liability insurance in a minimum amount of \$1,000,000 per claim and in the aggregate and provide City with an insurance certificate showing the insurance limits provided by Service Provider's sub-Service Provider. Any services completed by a City-approved subcontractor of Service Provider pursuant to this Agreement may not be increased more than ten percent (10%) over the actual cost of the services.

#### **SECTION IV - CITY OF OLATHE'S RESPONSIBILITIES**

##### **A. COMMUNICATION**

City will provide to Service Provider information and criteria regarding City's requirements for the Project; examine and timely respond to Service Provider's submissions; and give written notice to Service Provider, who will respond promptly, whenever City observes or otherwise becomes aware of any defect in the Professional Services.

##### **B. DUTIES**

City will perform the various duties and services which are outlined and designated in **Exhibit A** as City's responsibility.

##### **C. PROJECT REPRESENTATIVE**

City will designate a Project Manager to represent City in coordinating this Project with Service Provider. The City's Project Manager will have the authority to transmit instructions and decisions of City.

#### **SECTION V - GENERAL PROVISIONS**

##### **A. TERMINATION**

1. **Notice:** City reserves the right to terminate this Agreement for either cause (due to Service Provider's failure to substantially perform its obligations hereunder) or for its convenience and without cause or default on the part of Service Provider, by providing fifteen (15) days' written notice of such termination to Service Provider. Upon receipt of such notice from City, Service Provider will, at City's option as contained in the notice: (1) immediately cease all Professional Services; or (2) meet with City and, subject to City's approval, determine what Professional Services will be required of Service Provider in order to bring the Project to a reasonable termination in accordance with the request of City. If City defaults on its obligations under this Agreement, (due to City's failure to substantially perform its obligations under this Agreement), Service Provider must notify City by written notice of its intent to terminate and City will have fifteen (15) days from the date of the notice to cure or to submit a plan for cure acceptable to Service Provider. In no event may Service Provider terminate the contract solely for its convenience

without cause.

Address for Notice:

City of Olathe  
Attn: Kristi Orbin  
  
100 E. Santa Fe  
P.O. Box 768  
Olathe, KS 66051-0768

SERVICE PROVIDER  
Attn: INSERT SERVICE PROVIDER'S  
PRINCIPAL CONTACT  
INSERT SERVICE PROVIDER'S ADDRESS  
INSERT SERVICE PROVIDER'S ADDRESS

2. Compensation for Convenience Termination: If City terminates for its convenience as provided herein, City will compensate Service Provider for all Professional Services completed and accepted incurred to the date of its receipt of the termination notice and any additional Professional Services requested by City to bring the Project to reasonable termination. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.
3. Compensation for Cause Termination: If City terminates for cause or default on the part of Service Provider, City will compensate Service Provider for the reasonable cost of Professional Services completed and accepted to date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed. City also retains all its rights and remedies against Service Provider including but not limited to its rights to sue for damages, interest and attorney fees.
4. Termination for Lack of Funds: If, for whatever reason, adequate funding is not made available to City to support or justify continuation of the level of Professional Services to be provided by Service Provider under this Agreement, City may terminate or reduce the amount of Professional Services to be provided by Service Provider under this Agreement. In such event, City will notify Service Provider in writing at least thirty (30) days in advance of such termination or reduction of Professional Services for lack of funds.

## **B. DISPUTE RESOLUTION**

City and Service Provider agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct 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; provided, however, that notwithstanding any such dispute, Service Provider will proceed with the Professional Services as per this Agreement as if no dispute existed, and City will continue to make payment for Service Provider's completed Professional Services; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

## C. INSURANCE

1. General: Service Provider will maintain, throughout the duration of this Agreement, insurance (on an occurrence basis unless otherwise agreed to) of such types and in such amounts as required in **Exhibit C (City of Olathe Insurance Requirements)**. Professional Liability may be written on a "claims made" basis. Service Provider will provide certificates of insurance and renewals thereof on forms acceptable to City (**Exhibit D – Certificate of Insurance**). Service Provider is required to promptly notify City of a material change or cancellation of any policy listed on the Certificate.
2. Subcontractor's Insurance: If a part of the Professional Services under this Agreement is to be sublet, Service Provider will either (a) cover all subcontractors in its insurance policies, or (b) require each subcontractor not so covered to secure insurance which will protect subcontractor against all applicable hazards or risks of loss in the minimum amounts designated herein. If Service Provider selects option (b), then Service Provider agrees to provide the City's Risk Manager a certificate of insurance acceptable to the Risk Manager at least seven (7) days prior to allowing the subcontractor to perform any services on this Project. Service Provider agrees that any subcontractor providing services on said Project without providing a certificate of insurance acceptable to the City's Risk Manager will immediately cease all services on said Project and will assume all financial risk associated with such failure thereto.

## D. INDEMNITY

1. Loss: For purposes of indemnification requirements, the term "Loss" means any and all loss, damage, liability or expense, of any nature whatsoever, whether incurred as a judgment, settlement, penalty, fine or otherwise (including reasonable attorney's fees and the cost of defense), in connection with any action, proceeding, demand or claim for injury, including death, to any person or persons or damages to or loss of, or loss of the use of, property of any person, firm or corporation, including the parties hereto, which arise out of or are connected with the performance of this Agreement.
2. Indemnification and Hold Harmless: For purposes of this Agreement, Service Provider agrees to indemnify, defend and hold harmless City and its agents from any and all Loss where Loss is caused or incurred as a result of the intentional misconduct, recklessness, negligence, or other actionable fault of Service Provider or its subcontractors.
3. Comparative Fault & Contributory Negligence: It is a specific element of consideration of this Agreement that the indemnity in Section V.E.2 will apply notwithstanding the joint, concurring or contributory or comparative fault or negligence of City or any Third Party and, further notwithstanding any theory of law including, but not limited to, a characterization of City's or any Third Party's joint, concurring or contributory or comparative fault or negligence as either passive or active in nature; provided, however,

that Service Provider's obligation hereunder will not include amounts attributable to the fault or negligence of City or any Third Party for whom Service Provider is not responsible.

4. Damage Limitations: The indemnification obligation contained in this Agreement will not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for Service Provider or its subcontractors, by the minimum insurance required by this Agreement, nor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
5. Negligence by the City: Service Provider is not required hereunder to defend City or its agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence.

**E. AFFIRMATIVE ACTION/OTHER LAWS**

1. Kansas Act Against Discrimination: During the performance of this Agreement, Service Provider agrees that:
  - a. Service Provider 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, gender, disability, national origin, ancestry, or age;
  - b. in all solicitations or advertisements for employees, Service Provider will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
  - c. if Service Provider fails to comply with the way Service Provider reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Service Provider 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 Service Provider is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Service Provider 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. Service Provider 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.
2. Exceptions to Applicability: The provisions of this Section will not apply to a contract

entered into by City with Service Provider if (a) Service Provider employs fewer than four (4) employees during the term of such contract; or (b) Service Provider's contract with City totals Ten Thousand Dollars (\$10,000) or less in aggregate.

3. Kansas Age Discrimination in Employment Act: Service Provider further agrees and acknowledges that it will abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this Project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.
4. Kansas Fairness in Public Construction Contract Act: The Parties agree and acknowledge that the services provided under this Agreement are within the scope of the Kansas Fairness in Public Construction Contract Act (K.S.A. 16-1901 et seq.) and that no provision of this Agreement waives, alters, or supersedes any provisions of said Act.

**F. 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 and accepted by both Parties to this Agreement.

**G. APPLICABLE LAW, JURISDICTION, AND 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.

**H. NO THIRD-PARTY BENEFICIARIES**

Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

**I. INDEPENDENT CONTRACTOR**

Service Provider is an independent contractor and not an agent or employee of City.

**J. COVENANT AGAINST CONTINGENT FEES**

Service Provider represents that it has not employed or retained any company or person, other than a bona fide employee working for Service Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide



employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, City may terminate this Agreement without liability or may, in its discretion, deduct from the Total Fee or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **K. COMPLIANCE WITH LAWS**

Service Provider will abide by all applicable federal, state and local laws, ordinances and regulations applicable to the performance of Professional Services at the time the Professional Services are performed. Service Provider will secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of the obligations under this Agreement, and will provide City a copy of its certificate of good standing to conduct business in the State of Kansas with this Agreement (**Exhibit E**).

#### **L. TITLES, SUBHEADS AND CAPITALIZATION**

Titles and subheadings as used herein are provided only as a matter of convenience and will have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals has no legal bearing on the interpretation of such terms.

#### **M. SEVERABILITY CLAUSE**

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.

#### **N. AMBIGUITY CLAUSE AND HIERARCHY OF INTERPRETATION**

If any ambiguity, inconsistency or conflict arises in the interpretation of this Agreement, the same will be resolved by reference first to the terms and conditions of this Agreement, and any exhibits attached hereto or incorporated by reference as noted below. In the event of any conflict or inconsistency between this Agreement and its exhibits, the following hierarchy of interpretation will apply:

1. This Agreement;
2. Scope of Services (Exhibit A);

***[The remainder of this page is intentionally left blank.] (If this sentence is on a page by itself, remove this entire paragraph.)***

**P. EXECUTION OF CONTRACT**

The parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**CITY OF OLATHE, KANSAS**

By: \_\_\_\_\_  
Choose an item.


ATTEST:

\_\_\_\_\_  
City Clerk  
  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Choose an item.

Clarence M. Kelley and Associates of Kansas City, Inc.

By:  \_\_\_\_\_

Steven Svestka Director of Operations

12911 S. 71 Hwy, Grandview, MO 64030

**TABLE OF CONTENTS  
OF EXHIBITS**

<b>Exhibit A</b>	<b>Scope of Services</b>
<b>Exhibit B</b>	<b>Fee &amp; Rate Schedule</b>
<b>Exhibit C</b>	<b>City of Olathe Insurance Requirements</b>
<b>Exhibit D</b>	<b>Certificate of Insurance</b>
<b>Exhibit E</b>	<b>Certificate of Good Standing to Conduct Business in Kansas</b>

**EXHIBIT A**  
**Scope of Services**

**A. QUALIFIED AND EXPERIENCE SECURITY PERSONNEL**

Consistent with its values, the City desires that all security personnel are both properly trained and properly equipped for interacting with the public. To that end, the vendor shall describe how it will ensure that all personnel assigned to the City will possess and maintain the following minimum qualifications:

1. A minimum of one-year security, police, or equivalent experience;
2. Armed Officers shall be retired law enforcement officers or personnel with equivalent training and experience employed by the vendor;
3. The ability to positively interact with the general public;
4. The ability to read, understand and apply policies, procedures, orders and training materials;
5. Proficiency in the use of a personal computer, including word processing applications;
6. Strong oral and written English language skills;
7. The ability to prepare clear, concise, and accurate written reports;
8. Thoroughly comprehend the Use of Force Policy outlined by the parent organization; including but not limited to, firearm and other intermediate force weapons;
9. Maintain all required firearms training and certifications as required to carry a firearm in the State of Kansas.
  - Possess the physical ability to perform duties consistent with their assignment with or without reasonable accommodations. Consistent with this requirement, assigned personnel must be able to:
  - Pull or push an object weighing up to 50 lbs.
  - Rapidly ascend or descend stairs,
  - Rapidly respond to crises indoors or outdoors.

The successful detection and de-escalation of potential threats is often the result of quality training and experience of security personnel. The City prefers a vendor capable of providing more experienced security personnel than is required by these specifications. Security personnel with past experience in public sector work is preferable. Additionally, the growing diversity of the Olathe community makes security personnel fluent in Spanish as well as English, highly desirable.

**B. AN ESTABLISHED AND RESPONSIBLE PARTNER**

The successful vendor must be able to demonstrate that it possesses the ability to attract, reward and retain quality personnel to support the mission of their clients. The successful vendor must also demonstrate that they can offer value added services to enhance the security experience and program at client sites. To that end, the successful vendor must demonstrate the following:

1. That it has effective programs in the training and development of new and tenured personnel. The respondent must provide the training matrix used for officers and supervisors.

2. That it has programs in place to recognize and reward exemplary employees of the organization.
3. That it can provide a variety of value-added services to the City of Olathe, specifically citing how these services are currently deployed and benefiting other clients.
4. That it will adhere to the performance specifications set forth in this RFP.

**C. ADHERENCE TO TERMS AND CONDITIONS**

In addition to the general terms and conditions set forth elsewhere in the proposal, the successful vendor shall comply with the following terms and conditions as part of any contract between the City and the vendor:

1. The vendor shall provide qualified personnel sufficient to adequately staff the Municipal Court premises with pay rates consistent with the following:
  - a. Security Services are required during regular business hours.
  - b. The vendor shall bill holiday pay for officers at a rate of 1.5 times the normal rate for officers working a designated holiday. The City will not pay the salaries of officers who do not work on a designated holiday. Designated holidays shall be:
    - New Year's Day
    - Martin Luther King Day
    - President's Day
    - Memorial Day
    - Independence Day
    - Labor Day
    - Veteran's Day
    - Thanksgiving Day
    - Day After Thanksgiving Day
    - Christmas Eve, noon to 5PM
    - Christmas Day
  - c. The City may require officers for emergencies (building emergencies, inclement weather, special events, etc.). In a situation where less than 24 hours-notice has been provided to the vendor, the vendor may bill the City at the billable overtime (OT) rate. Once 24 hours has passed and/or if 24 hours-notice has been given, the vendor shall supply officers at a "special service" bill rate, which may be more than the standard bill rate, but not more than the OT rate, to be agreed upon with the City.
2. The vendor shall provide at its own expense, all screening, testing and certification required by the City of any personnel deployed to the Municipal Court authorized to carry firearms. Personnel identified as "Armed Officers" must possess the required certification to be qualified to carry a firearm in the State of Kansas.
3. The vendor shall provide at its own expense all necessary equipment and appropriate uniforms. Security personnel shall be armed, and appropriate uniform shall be a blazer/polo shirt and slacks/pants. A professional appearance must be maintained at all times. The vendor shall ensure that its personnel are in appropriate uniform while on duty and at all times maintain such uniforms

- properly. Security personnel will be easily identified as court security while on duty. An identification security badge/tag will be provided by the City.
4. Neither the vendor nor its personnel shall represent themselves as City employees in order to be eligible for any benefit, discount or other privilege afforded to City staff.
  5. The vendor, in consultation with and with the approval of the Court Administrator or designee, shall develop post orders and provide a copy of the same to all personnel deployed to the Municipal Court premises. The vendor shall provide for an appropriate training program for all new personnel assigned to the Municipal Court premises. The vendor shall provide on-site training previously approved by the Court Administrator or designee, for all personnel deployed to the Municipal Court premises.
  6. The City's Ethics Ordinance and all policies related to compliance, harassment, workforce violence prevention, or similar subject matter apply to all personnel of the vendor when deployed to the City.
  7. The City of Olathe/Municipal Court staff shall manage the overall security checkpoint/screening process and will have staff available during business hours.
  8. The vendor shall provide two Armed Officers at 40 hours per week during regular business hours. Armed Officers must have received applicable training and be certified in the State of Kansas to possess/carry a firearm.
  9. The vendor shall provide, at no additional cost to the City, field supervision, which shall include unannounced inspections by a company official to all posts at least once a week during each shift including weekends (when it weekends are needed)/ The supervisor shall meet with officers and meet separately with the Court Administrator or designee who has authority over operations.
  10. The vendor shall provide documentation that the assigned site supervisor has received adequate training as a supervisor of officers and has had at least seven (7) years of experience supervising security personnel. Should a substitute supervisor be temporarily on duty, he/she must be qualified and have full authority to act in a supervisory capacity. The vendor shall not designate a regularly assigned guard as a temporary supervisor the Contract Administrator.
  11. The vendor shall provide means of contact with a company official who has supervisory authority over all personnel deployed to the Municipal Court premises so as to ensure that the City will be able to speak with a supervisor within fifteen (15) minutes of contact. This official shall be available to be on-site within one (1) hour if the Contract Administrator determines a situation requires his or her presence, and available locally for meetings on a regular basis. The City shall require meetings with Corporate Officers of the Contractor at least once per quarter to review budgets, service, training, etc. At the inception of the contract, the City may require more frequent transition meetings (weekly or bi-weekly) to review progress.

#### **D. SPECIFIC INFORMATION REQUESTED**

The vendor shall submit their proposal for the City of Olathe based on the following, and

in accordance with aforementioned requirements:

1. The vendor must submit pricing based on an officer who will, on a daily basis, carry intermediate force weapons. Intermediate force weapons shall include, expandable baton (or similar equipment), handle style Tasers (Taser X26c, M26c, or similar) OC/pepper spray, associated holsters and/or duty belt. All vendor-issued equipment shall be subject to review and approval of the Court Administrator or designee. Vendor must indicate if personnel assigned to the Municipal Court will not carry immediate force weapons.
  - a. The vendor must provide their Use of Force Policy.
  - b. The vendor must provide a list of all equipment security officer are required to carry (OC, Taser, firearm, ammunition expandable baton)
  - c. The vendor must equip security personnel with the following items:
    - i. Approved uniforms by the City of Olathe (the City will provide Security Badge);
    - ii. Body Armor if the vendor requires it; and
    - iii. Expandable baton (or similar equipment), handle style Tasers (Taser X26c, M26c, or similar), OC/pepper spray, firearm, ammunition, and associated holsters and/or duty belt.
2. The vendor must provide bill rates based on a minimum hourly wage of \$11.50.
3. The vendor must provide:
  - a. Bill rates for standard service per the schedule
  - b. Bill rates for Overtime Hours
  - c. Bill rates for the City's Designated Holidays
  - d. Bill rates for armed officers
  - e. Bill rates for "special services".
4. The vendor must submit at least five (5) references from current clients including contact information. Local references and those providing similar service in a municipal government setting are preferred.

**EXHIBIT B**  
**Fee & Rate Schedule**

SERVICE	COST	COMMENTS
Year 1: Regular Time Bill Rate: Armed Protection Officer	\$31.13 p/hr.	Monday through Friday 0745 to 1700, 40 hour or less work week per Officer.
Year 1: Overtime Bill Rate: Armed Protection Officer	\$46.67 p/hr.	Overtime defined as: Any situation or extenuating services that require an Armed Protection Officer to continue providing services beyond a previously scheduled time for provision of these services on excess of 40 hours per week.
Year 1: Holiday Bill Rate: Armed Protection Officer	\$46.67 p/hr.	City recognized Holidays are from midnight to midnight on the day of (24hrs) New Year's Day Martin Luther King Day President's Day Memorial Day  Independence Day Labor Day Veteran's Day Thanksgiving Day Day After Thanksgiving Christmas Eve, noon to 5pm Christmas Day
Year 1: Special Services Bill Rate: Armed Protection Officer	\$46.67 p/hr.	Additional pre-planned services outside of normal business hours.
Year 2: Regular Time Bill Rate: Armed Protection Officer	\$31.13 p/hr.	Same as Above
Year 2: Overtime Bill Rate: Armed Protection Officer	\$46.67 p/hr.	Same as Above
Year 2: Holiday Bill Rate: Armed Protection Officer	\$46.67 p/hr.	Same as Above



Year 2: Special Services Bill Rate: Armed Protection Officer	\$46.67 p/hr.	Same as Above
Year 3: Regular Time Bill Rate: Armed Protection Officer	\$32.69 p/hr.	Same as Above
Year 3: Overtime Bill Rate: Armed Protection Officer	\$49.04 p/hr.	Same as Above
Year 3: Holiday Bill Rate: Armed Protection Officer	\$49.04 p/hr.	Same as Above
Year 3: Special Services Bill Rate: Armed Protection Officer	\$49.04 p/hr.	Same as Above

Monday through Friday 0745 to 1700 - Armed Protection Officer services

*\* The rates listed in this matrix will be fixed for the term of two years with an increase of 5% on year 3. This will allow CMKA to provide our Protection Officers with an earned raises and cost-of-living increases*

**EXHIBIT C**  
**CITY OF OLATHE INSURANCE REQUIREMENTS**

**A.** Contractor shall procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the project. The cost of such insurance shall be included in the Contractor's proposal.

**B.** Coverages and minimum limits.

1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million. Coverage must include sexual abuse or molestation.

2. Business Auto Coverage: (*Owned, hired and non-owned autos*) \$1,000,000 per occurrence limit.

3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000. When workers compensation insurance policy is applicable "other states" coverage is required.

4. Professional Liability: \$1,000,000 per wrongful act or claim including discrimination

4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.

5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the CITY assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The contractor's insurance shall be primary and any insurance or self-insurance maintained by the City shall be excess and not contribute with the coverage maintained by contractor.

**C.** Additional Insured. The City shall be listed by ISO endorsement or its equivalent as additional insureds for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**D.** Verification of Coverage.

1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City which includes products and completed operations.

2. The insurance coverages are to be provided by Kansas admitted insurance companies with a Best's rating of at least A-: VII. Those not admitted must be approved by City.

3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above describes coverages shall be the responsibility and at the sole risk of

# EXHIBIT D

## Certificate of Insurance



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/20/2020

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> The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		<b>CONTACT NAME:</b> Shirley Phillips <b>PHONE (A/C, No, Ext):</b> (913) 682-1234 <b>FAX (A/C, No):</b> (913) 682-8136 <b>E-MAIL ADDRESS:</b> shirley.phillips@reillyinsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Steadfast Insurance Company	<b>NAIC #</b> 26387
<b>INSURED</b> Strategos International Clarence M. Kelley & Associates of Kansas City, Inc 12911 S US Highway 71 Grandview MO 64030		INSURER B: American Guarantee and Liability Insurance Company INSURER C: Travelers Casualty and Surety Company of America INSURER D: INSURER E: INSURER F:	26247 19046

COVERAGES		CERTIFICATE NUMBER: 20/21 Master		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			EOL488344907	10/23/2020	10/23/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EOL488344907	10/23/2020	10/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			AUC687828903	10/23/2020	10/23/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Employment Practices Liability including Third Party			107207160	01/16/2020	01/16/2021	Limit of Liability \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The General Liability does not contain an exclusion for sexual abuse or molestation. Employment Practices Liability includes third party discrimination.							

CERTIFICATE HOLDER	CANCELLATION
City of Olathe PO Box 768  Olathe KS 66051	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 

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/19/2020

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 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> The Reilly Company LLC 608 Delaware St. P.O. Box 9 Leavenworth KS 66048-0009		<b>CONTACT NAME:</b> Shirley Phillips <b>PHONE (A/C, No, Ext):</b> (913) 682-1234 <b>FAX (A/C, No):</b> (913) 682-8136 <b>E-MAIL ADDRESS:</b> shirley.phillips@reillyinsurance.com	
<b>INSURED</b> Strategos International Clarence M. Kelley & Associates of Kansas City, Inc 12911 S 71 Highway Grandview MO 64030		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Missouri Employers Mutual INSURER B: Previsor Insurance INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 10191 21776	

COVERAGES		CERTIFICATE NUMBER: 2020 Master WC		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 EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N	N/A		MEG 3004319-00 (MO)	01/23/2020	01/23/2021 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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	Workers Compensation and Employer's Liability - KS - No Member Excluded			PRV 3004320-00 (KS)	01/23/2020	01/23/2021 E.L. Ea Accident 1,000,000 E.L. Disease Ea Employee 1,000,000 E.L. Disease Policy Limit 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

<b>CERTIFICATE HOLDER</b>  City of Olathe PO Box 768  Olathe KS 66051	<b>CANCELLATION</b>  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  <i>Kevin O'Brien</i>
--	--

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

**EXHIBIT E**  
**Certificate of Good Standing to Conduct Business in Kansas**

11/19/2020

<https://www.kansas.gov/bess/flow/main?execution=e12s1>

**STATE OF KANSAS**  
**OFFICE OF**  
**SECRETARY OF STATE**  
**SCOTT SCHWAB**

I, SCOTT SCHWAB, Secretary of State of the state of Kansas, do hereby certify, that according to the records of this office.

Business Entity ID Number: 2545390

Entity Name: CLARENCE M. KELLEY & ASSOCIATES OF KANSAS CITY, INC.

Entity Type: FOREIGN FOR PROFIT

State of Organization: MO

was filed in this office on December 15, 1997, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof I execute this certificate and affix the seal of the Secretary of State of the state of Kansas on this day of November 19, 2020

**SCOTT SCHWAB**  
**SECRETARY OF STATE**

Certificate ID: 1156028 - To verify the validity of this certificate please visit <https://www.kansas.gov/bess/flow/validate> and enter the certificate ID number.

<https://www.kansas.gov/bess/flow/main?execution=e12s1>

1/1