

PGK  
8/17/10

R. 17343

**A TERM AND SUPPLY CONTRACT  
(Sprint Center Parking)**

A Contract, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County," and **DIAMOND EXECUTIVE SERVICES, LLC.**, 7900 N. State Route 9, Parkville, MO 64152, hereinafter called "Diamond Executive".

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 30-10 for the furnishing of parking lot management services during Sprint Center events as more specifically described below, for County-owned parking lots located in downtown Kansas City; and,

WHEREAS, by Resolution No. 17343, dated August 9, 2010, the legislature did award a twelve (12) month term and supply contract with two (2) twelve (12) month options to extend, to Diamond Executive, under the terms and conditions of Invitation to Bid No. 30-10;

NOW THEREFORE, in consideration of the foregoing and the terms and provision herein contained, County and Diamond Executive respectively promise, covenant and agree with each other as follows:

1. This Contract shall be binding when it is signed by the County's Director of Finance and Purchasing and shall run from August 9, 2010 until the end of the 12th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

2. Sprint Center events are described as those events occurring during evening and weekend hours outside of the normal County business hours of Monday through

**FILED**  
AUG 18 2010  
MARY JO SPINO  
COUNTY CLERK

Friday, 8 a.m. to 5 p.m. County shall make every effort to have employee's cars out of Lots B and C by 5:30 p.m. on days when Sprint Center events are scheduled.

3. Diamond Executive shall submit a written request to the Director of Finance and Purchasing to extend this Contract for an additional twelve (12) months within thirty (30) days prior to the end of the then current twelve (12) month term. If County fails to respond to Diamond Executive's request to extend within fifteen (15) days of receipt of the request, this Contract shall automatically extend under the terms and conditions specified herein, for an additional twelve (12) month term. Under no conditions will this Contract extend beyond two (2) twelve (12) month extension periods.

4. Diamond Executive shall provide parking services during Sprint Center events, as set forth in their response to Invitation to Bid No. 30-10. The terms and conditions of Invitation to Bid No. 30-10 and Diamond Executive's response thereto are incorporated herein by reference.

5. Diamond Executive shall retain a management fee of fifteen percent (15%) of parking fees collected during Sprint Center events for parking in County-owned parking lots located in downtown Kansas City, commonly referred to as Lots B and C. Diamond Executive shall retain \$270.00 for each incidence of snow removal for Lot B and \$80.00 for each incidence of snow removal for Lot C.

6. Diamond Executive shall submit to the County a monthly report detailing all parking fees collected and snow removal fees payable. Diamond Executive shall submit payment to the County of parking fees collected less management fees and snow removal fees as described above.

7. All modifications to this Contract must be in writing signed by the County's Director of Finance and Purchasing.

8. The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Diamond Executive pertaining to its finances and operations.

9. If any covenant or other provision of this Contract is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provision of this Contract shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. The laws of the State of Missouri and Jackson County, Missouri govern this Contract.

11. Diamond Executive shall not assign any portion or the whole of this Contract without the prior written consent of the County.

12. Diamond Executive shall work as an independent contractor and not as an employee of the County. Diamond Executive shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Diamond Executive shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County, except as required by this Contract.

13. Diamond Executive shall defend, indemnify and hold harmless the County and any County officials, officers, or employees from and against all claims, damages,

liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by respondent, its employees, agents, or omission of the County, its agencies, officials, officers, or employees.

14. Diamond Executive shall procure and maintain insurance under this Contract pursuant to Exhibit A of Invitation to Bid 30-10. A certificate of insurance shall be provided by Diamond Executive at the time of Contract execution.

15. Either party reserves the right to terminate this Contract for any reason upon at least thirty (30) days written notice to the other party.


16. Diamond Executive warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

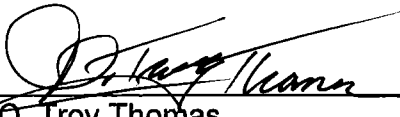
17. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Contract this 18 day  
of August, 2010.

APPROVED AS TO FORM:

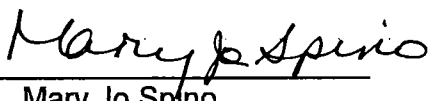
JACKSON COUNTY, MISSOURI

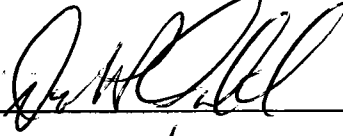
  
William G. Snyder  
Acting County Counselor

By   
Q. Troy Thomas  
Director of Finance and Purchasing

ATTEST:

DIAMOND EXECUTIVE SERVICES

By:   
Mary Jo Spino  
Clerk of the Legislature

By:  Douglas P. Dinkel  
Title: member  
Federal ID No.: 26-3681274



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: KJ

DATE (MM/DD/YYYY)

08/17/10

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

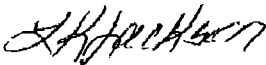
PRODUCER <b>Schifman, Remley &amp; Assoc., Inc</b> 5201 Johnson Drive, Suite 500 Mission, KS 66205 Chris Coulson	913-831-1777	CONTACT NAME:	
	913-831-4730	PHONE (A/C, No., Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #: <b>DIAMO-2</b>	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>Diamond Executive Services, LLC</b> Townsend Co @ 12635 Hemlock Overland Park, KS 66213	INSURER A:	<b>SECURA Insurance, A Mutual Co.</b>	<b>22543</b>
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>	X		<b>CP3146117</b>	<b>01/19/10</b>	<b>01/19/11</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>250,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ <b>10,000</b>
							PERSONAL & ADV INJURY \$ <b>1,000,000</b>
							GENERAL AGGREGATE \$ <b>2,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	<b>AUTOMOBILE LIABILITY</b>			<b>A3146119</b>	<b>01/19/10</b>	<b>01/19/11</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS	\$						
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR			<b>CU3146120</b>	<b>01/19/10</b>	<b>01/19/11</b>	EACH OCCURRENCE \$ <b>5,000,000</b>
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ <b>5,000,000</b>
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>						\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>		N/A	<b>WC3146118</b>	<b>01/19/10</b>	<b>01/19/11</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ <b>1,000,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
A	<b>Garage Liab/GKLL</b>			<b>A3146119</b>	<b>01/19/10</b>	<b>01/19/11</b>	Liability \$ <b>1,000,000</b> GKLL Incl

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Jackson County Missouri, It agencies, officials, officers and employees while acting within the scope of thier authority are included as an Additional Insured under the General Liability, ATIMA.**

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
<b>JACKS-4</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.
Jackson County Finance Dept 415 E. 12th St. Kansas City, MO 64106	AUTHORIZED REPRESENTATIVE 

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