

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Strada U.S. Professional Services, LLC, hereinafter "Vendor" (each individually a "Party" and collectively, the "Parties"). City needs configuration, testing and deployment of the Workday Adaptive planning solution, and contracts with Vendor for the work described in Vendor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND SCHEDULE. City agrees to pay Vendor an amount not to exceed \$218,565.00 for the work described in **Exhibit A**. If provided for in **Exhibit A**, Vendor will be reimbursed at the actual cost of the specified expenses. All work must be completed on or before September 31, 2026, and time is of the essence for completion of the work.

2. ADDITIONAL SERVICES. Vendor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Vendor may bill City monthly for all completed work and reimbursable expenses. Vendor must submit a bill which itemizes the work and reimbursable expenses. The bill must be mailed to the attention of Account Payable, City of Olathe, PO Box 768, Olathe, KS 66051-0768 or emailed to apolathe@olatheks.org. The bill must indicate it is for work or expenses under this Agreement (include Agreement date for identification).

4. PAYMENT. City agrees to pay Vendor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy. If City becomes credibly informed that any representations of Vendor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Vendor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Vendor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Vendor fails to meet the foregoing standard, Vendor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Vendor's negligence.

6. TERMINATION FOR CONVENIENCE. City may terminate this Agreement for convenience by providing fifteen (15) days' written notice to Vendor. City will compensate Vendor for all work completed and accepted and reimbursable expenses incurred to the date of its receipt of the termination notice. Compensation will not include anticipatory profit or consequential damages, neither of which will be allowed.

7. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Vendor under this Agreement, City may terminate or reduce the amount of work to be provided by Vendor under this Agreement. In such event, City will notify Vendor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

8. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Vendor will proceed with

undisputed work as if no dispute existed, and City will continue to pay for Vendor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

9. SUBCONTRACTING. Vendor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge Vendor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 11 (Insurance)**.

10. OWNERSHIP OF DOCUMENTS. All final documents provided to City as part of the work provided under this Agreement, including but not limited to reports, plans, and related documents, will become City's property except that Vendor's copyrighted documents will remain owned by Vendor. Such documents must be clearly marked and identified as copyrighted by Vendor.

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

12. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Vendor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Vendor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Vendor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. City does not indemnify Vendor.

13. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT OR NEGLIGENT PERFORMANCE. Any attempt to limit liability for breach of contract or negligent performance to the amount of the payment to Vendor by City is void. Any attempt to limit Vendor's liability to City for consequential, exemplary, or punitive damages, or any other measure of damages permitted by law, in any action against Vendor for breach of contract is void.

14. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be

- canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
 - e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

15. KANSAS OPEN RECORDS ACT. Vendor acknowledges that City is subject to the Kansas Open Records Act (K.S.A. 45-215, *et seq.*). City retains the final authority to determine whether it must disclose any document or other record under the Kansas Open Records Act and the manner in which such document or other record should be disclosed.

16. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties. No form or document provided by Vendor after execution of this Agreement will modify this Agreement, even if signed by both Parties, unless it: 1) identifies the specific section number and section title of this Agreement that is being modified and 2) indicates the specific changes being made to the language contained in this Agreement.

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

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

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

20. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

21. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

22. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

23. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

1. Definitions

- 1.1 “Public Entity Data” means any of Public Entity’s electronic information accessible by Vendor because of the Agreement, including but not limited to software, programs, workflows, templates, account data, third party data, meta data, records, usernames, passwords, network settings, reports, statistics, documents, media, spreadsheets, financial information, banking information, credit card information, health information, criminal justice information, personal information, email addresses, names, addresses, and telephone numbers. Public Entity Data includes all data considered CJI, PII, PCI, and PHI under applicable laws and regulations.
- 1.2 “Critical Update” means an update to address a vulnerability scored as critical severity on the Common Vulnerability Scoring System (CVSS) v3 (reference: National Vulnerability Database, nvd.nist.gov).

2. Termination

- 2.1. Return of Public Entity Data. Upon termination of the Agreement, regardless of the reason, or upon notice of termination being provided by either party, Vendor shall make available within a reasonable time all Public Entity Data in an exportable format reasonably designated by Public Entity. Public Entity Data shall remain accessible and exportable to Public Entity for a period of not less than ninety (90) days following the termination of the Agreement, or until Public Entity directs Vendor to destroy all Public Entity Data in its possession, whichever occurs first. Proof of destruction must be made available upon request by Public Entity if requested within one hundred and eighty (180) days following termination of the Agreement.

3. Indemnification

- 3.1 General Indemnity and Hold Harmless. For the purposes of the Agreement and as a specific element of consideration, Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity, its officials, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses, including reasonable attorney’s fees, alleged, caused, or incurred in whole or in part as a result of the any breach of the Agreement, negligence, or other actionable fault of Vendor, its affiliates, subsidiaries, employees, and agents. However, Vendor's indemnification obligation shall not include damage amounts attributable to the fault or negligence of Public Entity.

- 3.2 Cyber Incident Indemnity. Vendor hereby agrees to indemnify, defend, and hold harmless Public Entity for any cyber incident directed at, related to, or connected to the SaaS Services performed under the Agreement or that impacts Public Entity's Data, including but not limited to a data breach, ransomware attack, and DDoS attack. This indemnity obligation shall apply regardless of the negligence or fault of Vendor or the lack thereof.

4. Cyber Security

- 4.1 Security Standards. Vendor shall apply basic safeguarding requirements and procedures to protect its information systems whenever the information systems store, process, or transmit any Public Entity Data. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ" as outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016) as follows:
- 4.1.1 Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - 4.1.2 Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - 4.1.3 Verify and control/limit connections to and use of external information systems.
 - 4.1.4 Control information posted or processed on publicly accessible information systems.
 - 4.1.5 Identify information system users, processes acting on behalf of users, or devices.
 - 4.1.6 Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - 4.1.7 Sanitize or destroy information system media containing Public Entity Data before disposal or release for reuse.
 - 4.1.8 Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - 4.1.9 Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - 4.1.10 Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - 4.1.11 Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

- 4.1.12 Identify, report, and correct information and information system flaws in a timely manner.
 - 4.1.13 Provide protection from malicious code at appropriate locations within organizational information systems.
 - 4.1.14 Update malicious code protection mechanisms when new releases are available.
 - 4.1.15 Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
 - 4.1.16 Vendor must implement Critical Updates to Vendor's system within thirty (30) days of the patch becoming available. Failure to implement a Critical Security Patch within that time must be documented describing all mitigation measures implemented. Vendor must notify Public Entity of the Vendor's failure to implement a critical security patch within ten (10) days of the decision not to patch or with thirty (30) days of the release of the patch, whichever is sooner. Vendor must provide documentation in the notification of how Public Entity's data will remain protected
 - 4.1.17 Vendor shall ensure that systems on which Public Entity's data reside are audited for compliance with the security standards as stated herein at least annually, and if Public Entity requests, Vendor must provide within fourteen (14) days a statement of compliance which includes the name(s) of the person(s) conducting the audit.
- 4.2 Location of Public Entity Data. Vendor must store all Public Entity Data and transmitted solely within secure data centers, computer systems, and networks within the United States of America.
- 4.3 Notification of Cyber Incident. If Vendor becomes aware of a cyber incident, including the occurrence of a breach or potential breach of data security, impacting Public Entity Data or the SaaS Services, Vendor shall immediately notify Public Entity by email (see Section 6.5) , of the cyber incident, the extent of the cyber incident, and possible consequences of the cyber incident.
- 4.4 Compliance with Applicable Laws, Regulations, and Security Standards. If the SaaS services involve the storage, transmission, or use of any Public Entity Data that would be subject to any privacy laws, rules, regulations, or industry standards, Vendor warrants that it is compliant with the applicable standard, will provide proof of such compliance upon request, including any certification and the pertinent results of any audit, and will immediately notify Public Entity of the loss of any applicable certification or investigation into Vendor's compliance with such applicable standard.
- 4.4.1 Example: If the SaaS Services involve the storage, processing, or transmission of payment card information, Vendor warrants it is PCI DSS compliant, will provide proof of compliance upon request, and will notify Public Entity of any

regulatory audit, fines, or investigation impacting its status as compliant that occurs during the duration of the Agreement.

- 4.4.2 Example: If the SaaS Services involve the storage, processing, or transmission of criminal justice information (as that term is defined under applicable federal, state, or local law), Vendor warrants it is Criminal Justice Information System (CJIS) complaint, will provide proof of compliance upon request, and will notify Public Entity of any regulatory audit, fines, or investigation impacting its status as compliant that occurs during the duration of the Agreement. Vendor agrees to cooperate with any audit of Public Entity by a law enforcement agency seeking to determine Public Entity's or Vendor's CJIS compliance.

5 Ownership and Use of Data

- 5.1 Use of Data. Vendor shall not, during or after the term of this Agreement, use Public Entity Data for any purpose whatsoever other than the performance of its obligations under the Agreement and as noted in Agreement Section III.5 (Aggregate Statistics). Vendor shall not, during or after the term of the Agreement, divulge to any person or organization or use, for any reason whatsoever, any Public Entity Data without receiving prior written consent. Vendor shall, upon request, return or destroy all such Confidential Information upon the termination of this Agreement, but Vendor shall not be required to return or destroy copies of Public Entity Data residing on backup, disaster recovery, or business continuity systems, and the obligations herein with respect to such Public Entity Data shall survive until such Public Entity Data is destroyed during the ordinary course of business.
- 5.2 Exception. Vendor shall not be considered to have breached its obligations by disclosing Public Entity Data as required to satisfy a request from a competent governmental entity provided that, upon receiving any such request and to the extent that it may legally do so, Vendor provides Public Entity written notice of the request prior to making any disclosure to provide the Public Entity an opportunity file an objection to such disclosure.
- 5.3 Ownership of Data. Public Entity Data shall remain the sole and exclusive property of Public Entity. Vendor shall not have any ownership rights in Public Entity Data.

6 General Terms

- 6.1 No Click-to-Accept Terms. Vendor agrees that no 'click to accept' agreement that may be required for Public Entity or its end users to access the SaaS Services and no 'terms of use' or 'privacy policy' referenced therein or conditioned for use of the services shall apply. Only the provisions of the Agreement and any attachments and exhibits, including this Addendum shall apply to Public Entity and its end users for access and use of the SaaS Services. The Parties acknowledge that Public Entity or its end users may be required to click "Accept" as a condition of access the SaaS Services, but the provisions of such 'click to accept' agreement and other terms (including Terms of Use

and Privacy Policy) referenced therein shall be null and void for Public Entity and each end user.

6.2 Applicable Law. The Agreement is entered into, under, and is to be construed and enforceable in accordance with the laws of the State of Kansas.

6.3 Independent Contractor. Vendor is an independent contractor and is not an agent or employee of Public Entity.

6.4 Assignability. Vendor shall not assign the Agreement to another person, organization, or entity without the prior written consent of Public Entity.

6.5 Notices. Notices shall be sent to the parties via email at:

To Vendor:

To the Public Entity:

City Clerk's Office: cco@olatheks.org

City Attorney's Office: cityattny@olatheks.org

Economy: KMesser@olatheks.org

6.6 Waiver. The failure or delay of either party in exercising any of its rights under the Agreement will not be deemed a waiver or forfeiture of such rights. A waiver by either party of any of the covenants, conditions, or terms of the Agreement to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach or of any other covenant, condition, or term of the Agreement.

6.7 Cyber Insurance. Vendor shall maintain cyber insurance during the Agreement and for a period of three (3) years after the termination of the Agreement. Coverage must include: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

6.7.1 Limits. Per claim, each insuring agreement: \$3,000,000; Aggregate: \$3,000,000.

6.7.2 Exposure Limits. The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of Vendor nor has Public Entity assessed the risk that may be applicable to Vendor. Vendor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. In the event Vendor maintains broader coverage and/or higher limits than the minimums shown above, Public Entity requires and shall be entitled to the broader coverage and/or higher limits maintained by Vendor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Public Entity. The Vendor's insurance will be primary and any insurance or self-insurance maintained by Public Entity will not contribute to, or substitute for, the coverage maintained by Vendor.

6.7.3 Verification of Coverage. Vendor will provide a certificate of insurance on ISO form or equivalent, listing Public Entity as the certificate holder. The certificate

must confirm the required coverages in the “Additional Comments” section or Vendor must provide a copy of the declarations page confirming the details of the cyber insurance policy.

- 6.8 Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason the remaining provisions shall be unaffected and shall continue to be valid and enforceable.
- 6.9 Survivability. Sections 1 through 6 shall survive the termination of the Agreement.

The Parties hereto have caused this Agreement to be executed this _____ day of
_____ 20____.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Strada U.S. Professional Services, LLC

By: _____
Name and Title
Insert Address

Exhibit A
Vendor's Proposal

This Order Form Number One Workday Adaptive Planning Implementation (“Statement of Work” or “SOW”), effective as of February 23, 2026 (the “**Service Date**”), is governed by the terms of the Strada Service Terms (“Agreement”) located at <https://stradaglobal.com/stradaserviceterms> and is entered into between Strada U.S. Professional Services, LLC (“Strada”) and City of Olathe (“Client”, “Olathe”, “The City”). The services to be provided by Strada to Client under this SOW are “Services” under the Agreement and are provided subject to the terms and conditions of the Agreement. In the event of any inconsistency between the SOW and the Agreement, the terms of the SOW shall control.

I. STATEMENT OF WORK TERM

The term of this Statement of Work will commence on the Service Date and shall end on September 31, 2026 unless sooner terminated in accordance with the Agreement or this SOW. Client may terminate this SOW for convenience upon notice to Strada at least 60 days prior to the service date thereof.

II. PROJECT OVERVIEW/BACKGROUND

This Statement of Work describes the Services related to the configuration, testing and deployment of the Workday Adaptive planning solution as described herein (the “Workday Adaptive Solution” or “Adaptive”) and the Client Tenant for Client. Strada is not responsible for any services, tasks or functions not identified as an Strada responsibility herein; Client or its third-party providers and vendors shall retain responsibility for all services, tasks or functions identified as a Client responsibility herein. Strada may utilize deployment automation tools in the performance of the Services.

The Workday Adaptive Solution, module-level functionality of the Client Tenant to be configured, tested, and deployed by Strada includes the following:

- Revenue Planning
- Expense Planning
- Capital Project Planning
- Labor Planning
- Key Performance Indicators
- Reporting & Dashboards
- Integrations

The specific functionality to be deployed is detailed in the configuration scope. Finalization of the scope, as determined during the Planning and Architect Stages, may require the project team to revise the estimates and resource requirements for the Configure & Prototype and Test stages of the project, which will be handled via the Change Order procedure.

III. SCOPE OF SERVICES

B. Configuration Scope

Strada will configure the following modules and functionality to meet Olathe’s business requirements. Each functional item and relevant features contain assumptions gathered from joint discovery or best practices. The configuration and assumptions are what drive complexity and level of effort.

Any modules and functionality not listed in the following tables are out of scope. Additionally, any new functionality delivered by Workday in an update after the Architect phase of the project has been completed, as indicated by creation of the configuration tenant, is out of scope unless set out in this Statement of Work.

| Module | Scope Description | Scope Assumptions |
|-----------|-------------------------|----------------------|
| Data Load | Actuals Data Load | 2 Fiscal Years + YTD |
| | Budget/Plan Model Loads | 1 In Scope |

Strada will work with Olathe to identify one plan financial version to upload into Adaptive. Strada will train Olathe on the Excel-based financial template population and how to import into Workday Adaptive Planning for future plan versions that would need to be migrated. Strada will manually upload up to two fiscal years plus current year to date actual financial data.

Olathe data migration responsibilities:

- Provide the required data from the existing systems. (Chart of accounts, Trial Balance, etc.)
- Remove any records not required prior to the upload to Workday.
- Cleanse the data prior to the upload to Workday.
- Validate all data prior and post import. This includes the preparation of all data for Adaptive Planning to complete the electronic integrations.
- Retain data conversion documentation for future reference.
- Ensure Strada is given access and permissions to access the required import templates.
- Any other data requiring conversion not specifically mentioned above will be converted manually by Olathe or will be estimated by Strada for a Time & Materials-based Change Order.

| Module | Scope Description | Scope Assumptions |
|-------------------------------------|--|--------------------|
| Structure (Levels, Dimensions, CoA) | Number of Legal Entities | Align with WD FINs |
| | Financial Statements by Entity | In Scope |
| | COA varies between entities | No |
| | Mapping of Multiple Chart of Accounts | Out of Scope |
| | Number of Currencies | 1 in scope, USD |
| | Budget in Multiple Currencies | No |
| | ERP/Accounting System | Workday FINs |
| | Cost Centers | Up to 500 in scope |
| | Natural GL Accounts | Up to 500 in scope |
| | Budget by Dimension | In scope |
| | Additional Dimensions Required | Up to 20 in scope |
| | Budget Time Granularity | Monthly In Scope |
| Tenant Build | Build in Implementation and move to Production | |

| | | |
|--|-----------------------------|----------|
| | Access Rules based Security | In Scope |
| | Workday User Sync or SSO | In Scope |

The Workday Adaptive Planning system will be built using the following level of granularity and detail:

- **Foundational Data Model**
 - It is expected that all planning will be conducted on a monthly basis in line with the fiscal calendar, which is Jan 1 – Dec 31.
 - Foundational Data Model (Ledger accounts, Levels/departments, dimensions) are configured. Additional models will require new dimensions and attributes – Strada to configure additional dimensions.
 - Multi-Currency is not required. The functional currency for all Levels is USD.
 - Multi-Entity consolidations for actuals are not required. The consolidation process for actuals, including any inter-company eliminations, will be handled within Workday FINs.

| Module | Scope Description | Scope Assumptions |
|------------------|-------------------------------|-------------------|
| Revenue Planning | Revenue Planning direct input | In Scope |
| | Revenue Planning driver-based | In Scope |

- Revenue Planning
 - Strada will build up to three revenue models for Olathe.
 - Tax revenue – this will include up to 3 sheets for tax revenues
 - Utilities revenue – this will include statistical data and rate data to calculate up to 2 types of utilities (such as water & electricity).
 - Fees & Other Revenue - modeling by type, rate & quantity – allowing for long-range planning.
 - All other revenue will be a direct input

| Module | Scope Description | Scope Assumptions |
|----------------|---|---------------------|
| Labor Planning | Personnel Planning | In scope |
| | Employees planned by | Individual In Scope |
| | Employee wage type | Hourly & Salary |
| | Employee-related fringe elements calculation method | In scope |
| | Payroll & hours data | In Scope |
| | Employee allocations by department | In Scope |

- Labor Planning
 - Strada to configure up to 7 Labor Planning sheets
 - Up to four sheets for fixed personnel based on a report out of the HCM system.

- Existing Roster, Amendments to Existing Roster, New Hires & Transfers, Employee Costings (Allocations by funding source)
 - Personnel Assumptions including merit increases, benefits, payroll taxes, steps, bonuses, vacation buy back, allowances, headcount, and FTEs.
 - Paygrades by step or job profile grade for collective bargaining agreements (CBA) are includes with assumptions for each CBA.
 - A summary of workforce planning sheet combining the above data. This will include headcount and costs. This will be linked to the income statement.
- All other compensation planning will be a direct input.

| Module | Scope Description | Scope Assumptions |
|--|---|--|
| Expense & Capital Project Expense Planning | Expense Planning direct input | In Scope |
| | Expense Accounts planned using Formulas | In Scope |
| | Budget by line-item sub-GL detail | In Scope |
| | Capital Project Expense Planning | In Scope |
| | Depreciation Method | Straight-line and Asset Life Override In Scope |
| | Long Range Planning Drivers by Expense Type | Out of Scope |

- A sheet for direct input into Adaptive for expense planning is included.
- Up to 10 planning calculation methods across 50 accounts and two sheets are included.
- Strada to configure one sheet for Debt planning leveraging Strada’s prebuilt asset
 - Plan by debt series to calculate balance, principal and interest payments, interest % and associated fees.
- Strada to configure two sheets for Capital Project expense planning:
 - Forecasting capital expense by phase, expense, and funding source.
 - Depreciation expense by project and asset.

Balance sheet planning is currently out of scope. Balance sheet accounts, company, cost centers, and amounts from Workday FINs will be integrated below for reporting on actual data.

| Module | Scope Description | Scope Assumptions |
|-----------|---|-------------------|
| Reporting | HTML Reporting | In Scope |
| | Build of Financial Statements (Income Statement, Balance Sheet) | In Scope |
| | Transaction drill back capability | In Scope |
| | OfficeConnect | In Scope |
| | Dashboards | In Scope |

| | | |
|--|---------------|--------------|
| | Process Tasks | Out of Scope |
| | Workflow | Out of Scope |

Reporting & Dashboarding – Reports and dashboards will be built as outlined in the timeline and effort estimate.

- Up to 15 HTML & OfficeConnect reports and up to 3 dashboard personas will be built by Strada (up to 5 KPIs per persona). Olathe will provide the layouts of required reports and dashboards. The reporting tool (HTML vs. OfficeConnect) will be determined based on each report’s content, layout, formatting, and distribution requirements.
 - Examples:
 - P&L Board Report in OfficeConnect
 - Budget vs. Actuals
 - Version comparison reports
 - Dashboard: Executive
 - Dashboard: Finance Office
- All other reporting will be completed by the Olathe team. Training will be provided to build and maintain reports. It is a requirement that data must be part of other elements of Adaptive built to be included in the reports.

| Module | Scope Description | Scope Assumptions |
|--------------|-------------------|-------------------|
| Integrations | ERP Integration | In Scope |
| | ERP System | Workday FINs |
| | HRIS Integration | In Scope |
| | HRIS System | Workday HCM |
| | Other Integration | Out of Scope |

Integrations\Data Synchronization – Automatic integration\data synchronization of source system data to Workday Adaptive Planning using Adaptive Planning’s Data Designer ETL solution including:

- **Workday FINs**
 - All financial data for GL accounts, companies, cost centers, and dimensions like supplier (i.e., trial balance).
 - Drill back for transaction report details from Adaptive to Workday is included.
 - Up to 10 meta data loaders for Workday FINS elements are included for items like accounts, spend categories, revenue categories, supplier, or customers. The elements for the meta data loader will be identified in the Plan & Architect Phase.
 - Publish financial plans from Adaptive to Workday Budgets are included.
 - User Sync is in scope.
- **Workday HCM**
 - One report for existing employee roster.
 - One report for new hires/ open positions.

- One report for actual headcount by dimensions identified in the Plan & Architect phase.
 - One report for employee costings (allocations).
 - Up to 10 meta data loaders for Workday HCM elements are included for items like company, cost center, position, employee, sup org, job level, location, etc. The elements for the meta data loader will be identified in the Plan & Architect Phase.
- All other data to be manually imported and an import template to be provided. This includes training on how to import the data into Adaptive.

The following items are out of scope for integrations:

- Workforce Planning Actions
- Bottoms Up Workforce Planning
- Headcount Planning Application
- Headcount Publishing

Olathe integration responsibilities:

- Olathe is responsible for any report-related development within the source systems identified above. This includes modifications to include columns (dimensions and attributes) of data such as custom fields.
- Populate the all-journal Excel Template to be imported in the General Ledger module.
- Validate all the data before it is imported and after it is uploaded for accuracy. This includes the preparation of all data for Adaptive Insights to complete the electronic integrations into the Workday system.
- Ensure the right access and permissions to access the import templates.
- Work with the Strada team to make any required configuration decisions.
- Any decisions that cannot be made by the Project Team will be escalated by the Olathe Project Manager for resolution by the Steering Committee or Project Sponsor.
- Take ownership of the configuration documentation and update any changes that are required after the Deployment stage.

Strada will:

- Work with the Olathe team to make any required configuration decisions.
- Document the configuration decisions in the Solutions Blueprint document.
- Configure all security and workflow.

Deployment Approach

During the Architect & Configure phases Olathe and Strada will work with appropriate stakeholders and subject matter experts to develop extensive architect documentation (blueprints) for the proposed structure (including all Dimensions, Attributes, Levels, and time strata), model builds, data flow and integrations, and reporting required by Olathe. Desired results will be achieved through scheduled Architect Workshops with Olathe stakeholders, during which current and desired planning methodologies are reviewed in detail, system best practices are applied, and an iterative proof of concept methodology is used to arrive at agreed upon model diagrams. Olathe approval and signoff will be required on all models before Strada begins development. Olathe resources will be led through hands-on tenant training by Strada consultants that will be supplemented by Workday self-paced training.

Upon design confirmation Strada will begin development of all in-scope models, sheets, integrations, and reports. The delivery of completed components will be in accordance with the project timeline outlined herein, and all delivered components will be subject to Olathe sign off before being designated as complete. Strada will provide

test scripts and scenarios for user acceptance testing. Any objection to the functionality of the components delivered will be raised during subsequent project meetings or via Smartsheet for review between Olathe and Strada.

Testing and acceptance:

- Strada will provide testing scripts of UAT after each initial model build
- Olathe to complete UAT testing with feedback and/or sign-off of acceptance
- Strada will provide testing scripts of End-to-End testing upon all model build completion and UAT acceptance
- Olathe to complete E2E testing with feedback and/or sign-off of acceptance

During the Deploy phase Strada will conduct in-depth admin and end-user training as outlined. Olathe will work collaboratively with Strada to develop end-user training sessions and materials that will best empower end-user adoption and enablement of Adaptive Planning. It is expected that the Deploy phase will encompass the project Go-Live and that the regularly scheduled project meeting cadence will continue to ensure that Strada and Olathe address outstanding components or components requiring rework in a timely manner.

Knowledge Transfer

Effective knowledge transfer and formal user training are critical elements to the continued long-term success of an organization's transformation. Knowledge Transfer is the transition of process, configuration, system, and technical information from the deployment team to the customer's team for the purpose of maintaining the solution going forward. Knowledge Transfer prepares the customer for operational readiness and self-sufficiency after the engagement is over. There is a progressive transfer of ownership during the project from Strada to Olathe.

A Knowledge Transfer plan will be agreed during the Plan stage and tracked to completion throughout the project. Olathe is responsible for identifying the appropriate resources, by role, to support their processes post go-live, and ensuring these resources complete relevant Workday training and participate in Knowledge Transfer activities.

For Olathe personnel spanning multiple roles, individuals should complete the role-based training provided to cover the scope of his/her needs. Strada will advise on any additional training required for each workstream, based on the project scope.

Strada expects that Olathe project stakeholders will actively participate in tenant testing. It is expected that Olathe will execute test scenarios, trouble-shoot any resulting issues, and then practice triage and resolution with Strada's support, all further the Olathe's learning and understanding of Workday Adaptive Planning.

Strada will conduct dedicated Knowledge Transfer sessions to key Olathe stakeholders. Detailed topics for the Knowledge Transfer sessions will be agreed with Olathe with the purpose being to enable Olathe to maintain the configuration created by Strada once its Adaptive Planning tenant is live, rather than to build any new configuration. Knowledge Transfer Sessions should be recorded by Olathe so they can be referenced later.

In addition to Workday's self-paced trainings and Strada workshops, user adoption is drastically increased through hands-on learning. This will be accomplished by having Strada teach Olathe how to run key processes or amend configuration that is frequently adjusted in a production setting, then providing guidance while Olathe personnel complete the same tasks.

Knowledge Objects developed throughout the implementation are a crucial component of the knowledge transfer process as a reference. Knowledge Objects include Concept PowerPoints and Recorded Demos. Other project

artifacts that serve as Knowledge Objects include Configuration Requirement Workbooks, Integration Designs, Functional Designs and Testing Scenarios.

Training & Enablement

Here is our standard offering related to Documentation, Validation & Training. If more is required a change order would need to be processed to highlight increased effort.

Documentation will be provided on all planning models built using Strada's documentation format and tools [1-pager per model & integration]. Strada will also provide a workbook highlighting structural elements created by Strada during the deployment.

Strada will:

- Prepare a testing plan/checklist for Adaptive to facilitate user acceptance testing and integration testing by each area that is being modeled.
- Provide guidance and recommendations to the project leads as they execute against the test checklist.
- Provide support to the testing by assisting users when they are uncertain where to go in the system to test certain activities.
- Review test data to support test scenarios and provide support for end-to-end testing.
- Review the results of the testing.
- Work with the Olathe to make any configuration changes required.

Olathe will:

- Create additional test scenarios to support the testing plan/checklist for each area. The test scenarios should be created by the Team Lead in each area.
- The test plans will include all functionality that Olathe will use in the live system.
- Document the results of the tests.
- Work with Strada to make any configuration changes required.
- Perform all end-to-end testing.

All training will be recorded using Microsoft Teams by Strada. Strada will share the recordings with Olathe immediately once the recordings are made available.

Administrator training which is specifically intended for the Finance/FP&A users who will be licensed as Full Users within Workday Adaptive Planning [7 sessions, up to 2 hours each]. It will cover all administrative tasks, maintaining instance structure and all modeling functionality used, with the goal of enabling client to perform ongoing maintenance on the solution. Strada will provide its standard Admin Documentation to support tasks shown during the admin training.

Reporting training is included for HTML Matrix reports, OfficeConnect excel reports and Dashboards. Users with report writing should attend the training sessions.

End user training is out of scope.

Integration training is included for all integrations built by Strada.

IV. PROJECT TIMELINE

This project requires a 22-week project timeline to complete this phase followed by support period for this Statement of Work. The timeline assumes a start date of March 9, 2026, with a Live Date on August 14, 2026, followed by a 4-week stabilization and support stage. It also assumes that formal a project kick-off will take place on the week of March 9, 2026, marking the start of the Plan stage. The timing and duration of this project timeline are critical components of the estimated professional fees and staffing for this defined scope of work, and any modification may result in the need for adjustment in accordance with the Change Order procedure.

| | Plan & Architect | Configure | Testing | Deploy | Post Deployment | Total |
|-----------------|------------------|------------|------------|------------|-----------------|------------|
| Estimated Weeks | 3 | 14 | 3 | 2 | 4 | 26 |
| Start Date | 03/09/2026 | 03/30/2026 | 07/13/2026 | 08/03/2026 | 08/17/2026 | 03/09/2026 |
| End Date | 03/27/2026 | 07/10/2026 | 07/31/2026 | 08/14/2026 | 09/04/2026 | 09/04/2026 |

V. GENERAL ASSUMPTIONS

Working Environment

Workday Adaptive deployments are customarily delivered remotely unless specifically outlined below. If applicable, below is a list of activities/events that Strada personnel will travel for and the associated days they will be onsite. This schedule is not final and varies from client to client. The final schedule of events and on-site requirements will be determined during the Plan phase between the Strada project manager and Olathe.

| On-Site Activity | Duration |
|------------------|----------|
| N/A | |

Olathe shall permit and arrange for access to Olathe premises and records requested by Strada that are reasonably necessary to perform the Services under this SOW at Olathe’s premises, Olathe will be provided appropriate workspace and internet connections to such Strada personnel. During the performance of Services by any Strada personnel, Olathe is responsible for setting forth any Olathe specific workplace or safety rules, regulations, internal controls, and procedures to be followed by Strada personnel when operating on Client premises. In all other instances, Strada and Strada personnel shall follow Strada’s policies, including Strada’s information security and compliance policies, in the performance of Services under this SOW.

Olathe will ensure that Strada personnel can connect to the internet from their Strada issued laptops when on site. Olathe’s IT organization is responsible for workstation compliance to Workday’s minimum requirements.

Resources

- Both Strada and Olathe shall use commercially reasonable efforts to maintain the continuity of its project team throughout the term of the SOW. Should Olathe reasonably determine that an Strada employee be removed from the project, (a) Olathe will notify Strada and provide specific examples related to the business reason for such removal, (b) Strada will have an opportunity to take appropriate developmental or disciplinary action to prevent a recurrence of the issue based on feedback provided by Olathe and (c) if employee performance does not improve, Strada will, in good faith, replace the employee with a new team member within a time frame that prudently enables a timely replacement while allowing Strada to continue to deliver on its commitments set forth in this SOW.
- Olathe is responsible for the timely coordination of internal resources necessary to conduct design workshops. Olathe will also make every effort to ensure applicable team members are available for ongoing weekly meetings and have the bandwidth to meet project timelines.
- Participation of Olathe global business process owners, subject matter experts and business analysts are vital to the success of the Workday deployment. Olathe must identify individuals from each geographic area or business unit who possess the correct business knowledge, process knowledge and/or industry knowledge to include on the project team.
- Timely decision making is critical to the progress and ultimate success of the deployment. When a decision cannot be made, the project management team will escalate the decision through the appropriate channels for resolution.
- Olathe will establish a change management leader early in the project to ensure that the stakeholder alignment, communication, and education relating to the Workday Service is effectively delivered.
- Olathe will identify their ongoing / administrative support resources early in the project. These resources will complete the Workday recommended training prior to architecture phase. These resources will be invited to appropriate knowledge transfer sessions by Olathe Project Manager.
- Solicitation of Personnel. Each Party agrees that it shall not solicit for employment any employee of the other Party or any of its affiliates that performed or received Services under any SOW with whom such Party had contact in connection with such Services during the term of such SOW and for a period of twelve (12) months after the earlier of: (i) its expiration or termination; or (ii) the employee's completion of his/her work under the SOW. Such restriction shall not apply to a Party's general recruiting activities that are not specifically targeted at employees or an employee of the other Party or any of its affiliates.

Systems, Tools & Methodology

- Olathe will utilize Strada's system tools, templates, methodologies, and practices for deployment, including but not limited to project repositories, data storage, testing management, and integrations database.
- For purposes of this SOW, Workday is the cloud-based software services provided to Olathe pursuant to a separate and independent agreement between Olathe and Workday, which will be accessed by Strada in connection with providing the Services. Olathe shall obtain any licenses and authorizations relating to the Workday to the extent necessary to enable provision of the Services. Strada's service offering is predicated on using the Workday and any references to the "system" and "platform" herein shall refer to Workday unless the context clearly indicates otherwise. Olathe business processes will be implemented within Workday's configuration options.
- Olathe will have an opportunity to review and either accept or object to the Services provided by Strada under this SOW. If Olathe objects, Olathe will provide Strada with a written description of the objection. Strada and Olathe will review the objection and agree on a resolution to the objection. As part of such an acceptance process, Strada and Olathe will act reasonably, considering the specifications of the Services. Olathe will not withhold acceptance of Services for minor or insubstantial variations to meet specifications unless such variations materially and adversely impact Olathe's use of the Services. Olathe's use of the Services shall be deemed acceptable.

Project Management

- If the project start date is delayed based on Olathe circumstances, Olathe understands that Strada’s ability to staff the engagement and meet the target Live Date could be at risk. Strada will work closely with Olathe to identify the impacts of any delays and will discuss all options before coming to a mutual agreement on the next steps.
- If Olathe or Strada cannot meet the agreed completion dates for tasks and milestones both Parties reserve the right to revisit and revise the project’s estimated costs, completion date and approach to completing the project. This process will be governed by the Project Change Control process.
- The Strada Project Manager will be responsible for management of Strada owned tasks and responsibilities.

The Olathe Project Manager will be responsible for management of Olathe owned tasks and responsibilities.

Olathe will provide a Project Manager who will manage the Olathe resources and maintain required approvals for any changes to the engagement scope as documented in this proposal. Strada will assign a Project Lead who will act as Project Manager who will work with the Olathe Project Manager to manage the project plan and the project scope.

The Strada Project Lead will manage program communication by preparing a weekly project status report. This status report will be distributed every week. The status report will contain the status of the week’s activities as well as the expected tasks for the following week.

| Project Management | Description |
|---|--|
| Strada Project Management Responsibilities | <ul style="list-style-type: none"> • Create client workspace using Smartsheet • Prepare weekly status report • Schedule weekly status meetings • Issue tracking, follow up • Project scheduling and communication • Update RAID log • Collaborate with the Olathe Project Manager • Joint project communication and document minutes with the Olathe and Strada steering committee and/or Executive Management Team/Board. Attend and ensure attendance of Client’s Team at the weekly meeting. • Strada will take overall project progress responsibility while the Olathe PM will handle the client resources/deliverables/tasks. |
| Olathe: Project Management Responsibilities | <ul style="list-style-type: none"> • Provide input to the weekly status report • Access Smartsheet hub to view the weekly project status report to Olathe team • Follow up on issues • Collaborate with the Strada Project Manager |

Smartsheet will be used to provide Strada and Olathe with a common and secure web-enabled collaboration workspace. Project documents and communications will be stored and shared on this site and all project team members will have access to it.

VI. FEES

Based on the project scope, project responsibilities and project timeline identified, Strada estimates that the Fees, exclusive of expenses, to be \$218,565. The hourly rates and estimated hours per role are outlined below. Strada

will notify Client at any time during the execution of the project scope of the SOW if Strada anticipates the total fees to exceed more than 10% of the estimated fees.

| Role | Hours | Rate | Cost |
|--|------------|-------|------------------|
| Adaptive Planning Lead | 200 | \$270 | \$54,000 |
| Adaptive Planning Consultant | 415 | \$225 | \$93,375 |
| Adaptive Planning Integration Consultant | 200 | \$225 | \$45,000 |
| Project Manager | 97 | \$270 | \$26,190 |
| Total | 912 | | \$218,565 |

VII. OUT OF POCKET EXPENSES

Fees exclude direct expenses, primarily related to travel, as incurred by Strada in the provision of the Services. Client will reimburse any travel and out-of-pocket expenses that have been pre-approved by Client before being incurred.

VIII. INVOICING

All hourly rates and estimated total Fees are based on a time and material basis. The estimated Fees are a good faith estimate based on the above Scope of Work. The hourly rates are exclusive of expenses.

Strada will invoice Olathe monthly for hours worked (Monthly T&M Invoice) in the previous calendar month. Client will submit payment for all invoices within 30 days of invoice date.

Monthly T&M Invoices will include each Strada resource that had billable hours for the calendar month including resource name, hourly rate, total monthly hours, and total Fees. Any additional information required for payment must be identified in this Statement of Work.

Strada will transmit all invoices and any supporting documentation via email. Invoices will be sent to the following Client contact:

Name: _____ Email _____

Address 1: _____ Address 2: _____

City, State, Zip: _____ Work Phone: _____

Client PO# N/A

If the PO# is not included in this Statement of Work, Strada will not be required to provide it on its invoices to ensure payment within the set payment terms.

Interest at nine percent (9%) per year shall accrue on all past due amounts from the corresponding due date until payment is received.

Travel Arrangements. Personnel assigned by Strada to perform the services requested by Client will at times be required to travel to Client. The specifics of the travel arrangement are further detailed in this Statement of Work. Personnel assigned by Strada will be at Client no more than four (4) days during the week. Personnel will make no flight connections unless the layover is one and one half (1.5) hours or less. Personnel will make no more than one (1) connection, if other options are available.

Strada's Fees exclude Workday-delivered training and Workday Delivery Assurance. Both services are required by Workday and are contracted directly with Workday. These services are not part of this Statement of Work.

IX. CHANGE ORDER PROCEDURE

Notwithstanding the terms of the Agreement, any modified or additional scope of services that are not contained in the Project Scope of this Statement of Work will require a formal Change Order request to be created. The Change Order request will contain the following information:

- Description of scope change
- Client requestor
- Rationale
- Cost
- Any potential impact to project timeline
- Any constraints/risks
- Importance

The Change Order request will be reviewed and signed by the Client Project Manager and Strada Engagement Manager before any associated costs are incurred.

* * * * *

—
SIGNATURE

IN WITNESS WHEREOF, the Parties have caused this SOW to be duly executed as of the Effective Date.

City of Olathe

By: _____

Name: _____

Title: _____

Signature Date: _____

Strada U.S. Professional Services, LLC

By: _____

Name: _____

Title: _____

Signature Date: _____

Exhibit B

CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the vendor or contractor ("Vendor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

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

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

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Vendor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Vendor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this

Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

B. Exposure Limits. Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.

C. Costs. Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.

D. Verification of Coverage

1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.

E. Cancellation. No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

F. Subcontractor's Insurance: If a part of this Agreement is to be sublet, Vendor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.