

CITY OF OLATHE AGREEMENT FOR ADDITIONAL SERVICES

This Agreement for Additional Services is made this 29th day of January 2024, by and between the City of Olathe ("City") and Surety Systems, Inc. ("Vendor") (collectively, the "Parties").

WHEREAS, the City and Vendor have previously entered into an Agreement, dated January 21, 2023 ("the Agreement"), for Workday application consulting services; and

WHEREAS, Section 2 of the Agreement provides that Vendor may provide services in addition to those listed in Exhibit A to the Agreement when authorized in writing by City; and

WHEREAS, City desires to authorize and the Parties desire to enter into an agreement for Vendor to provide additional services;

NOW THEREFORE, the Parties hereby agree as follows:

City agrees to pay Vendor an amount not to exceed \$80,000 for the work described in Exhibit A to this Agreement for Additional Services. All such work must be completed on or before March 1, 2025.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will apply to this Agreement for Additional Services and remain in full force and effect, except as specifically modified by any prior written amendment and by this Agreement for Additional Services.

IN WITNESS WHEREOF, the Parties have caused this Agreement for Additional Services to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

Robert S. Gallimore
City Attorney or Deputy/Assistant City Attorney

SURETY SYSTEMS, INC.

By: 
Steve Logue
Surety Systems, Inc.
Associate Partner
8020 Arco Corporate Dr Suite 116
Raleigh, NC 27617

Exhibit A
Vendor's Proposal

CONTRACTOR NAME:	Irene Berkovsky
START DATE:	TBD
HOURLY BILLING RATE:	\$177/HR
ASSIGNMENT JOB DESCRIPTION:	Workday Application Consultant

* All work will be performed on a remote basis.

The terms and conditions of the Agreement entered into between Surety Systems and City of Olathe, Kansas shall govern this contract assignment.

SOW DETAILS:

Consultant to provide production support, including updates to configuration, troubleshooting issues, and implementing new configuration. All work will be completed in a manner that supports internal team learning and knowledge retention with the hope that new skills are developed for internal team members to equip them to better support the system in the future

Tasks to include but not limited to:

- ☐ Participate in discovery meetings.
- ☐ Review existing configuration and identify updates in configuration to optimize processes.
- ☐ Develop and update reports to improve HR user experience in obtaining required data.
- ☐ Provide testing and EIB support for work completed.
- ☐ Provide recommendations for changes to consider, including as it pertains to Workday releases.
- ☐ Provide expertise to internal employees and provide structure to the knowledge transfer including support with process documentation and job aids.

BILLING:

The Client, on a weekly basis, shall approve each Contractor's weekly time sheet. The total hours on each Contractor's time sheet, as approved by both the Contractor and a representative of the Client, shall constitute a full and complete acceptance of Services provided by such Contractor for the period identified on the time sheet. Any objection to the Services' quality must be made prior to approval of the time sheet.

The Client will be invoiced by RKPS, Surety's back-office staffing partner, weekly for all amounts payable by the Client pursuant to the terms hereof. Invoices are payable to:

RK Payroll Solutions, Inc. c/o
Surety Systems, Inc.
8020 Arco Corporate Drive, Suite
116
Raleigh, NC 27617

FOR SURETY SYSTEMS, INC:

FOR CITY OF OLATHE, KANSAS:

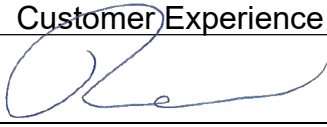
Name: _____

Name: Ronni Decker

Title: _____

Title: Customer Experience Officer

Signature: _____

Signature:  _____

Date : _____

Date : 2/15/24

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

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

- B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Vendor. Vendor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Vendor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Vendor.
- C. Waiver of Subrogation.** All liability policies will provide a waiver of subrogation in favor of the City.
- D. Costs.** Insurance costs must be at Vendor's expense and accounted for in Vendor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Vendor.
- E. Verification of Coverage**
1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- F. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Vendor has provided thirty (30) days' advance written notice to the City.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/07/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 APEX CARY INSURANCE/PHS 22271803 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL
INSURER(S) AFFORDING COVERAGE	
INSURED SURETY SYSTEMS INC 8020 ARCO CORPORATE DR STE 116 RALEIGH NC 27617-2037	INSURER A: Hartford Casualty Insurance Company INSURER B: Hartford Fire and Its P&C Affiliates 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/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	22 SBA IE5996	10/01/2023	10/01/2024	EACH OCCURRENCE \$2,000,000	
	<input checked="" type="checkbox"/> CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000	
	General Liability						MED EXP (Any one person) \$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOG						PERSONAL & ADV INJURY \$2,000,000	
	OTHER:						GENERAL AGGREGATE \$4,000,000	
A	AUTOMOBILE LIABILITY			22 SBA IE5996	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS						SCHEDULED AUTOS	BODILY INJURY (Per accident)
	<input checked="" type="checkbox"/> HIRED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB EXCESS LIAB			22 SBA IE5996	10/01/2023	10/01/2024	EACH OCCURRENCE \$1,000,000	
	DED <input checked="" type="checkbox"/> RETENTIONS \$10,000						AGGREGATE \$1,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	YIN	NIA	22 WEC AB3JBG	06/19/2023	06/19/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000	
							E.L. DISEASE -EA EMPLOYEE \$1,000,000	
							E.L. DISEASE - POLICY LIMIT \$1,000,000	
A	EMPLOYMENT PRACTICES LIABILITY			22 SBA IE5996	10/01/2023	10/01/2024	Each Claim Limit \$5,000 Aggregate Limit \$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

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 <i>Susan L. Castaneda</i>
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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY APEX CARY INSURANCE/PHS		NAMED INSURED SURETY SYSTEMS INC	
POLICY NUMBER SEE ACORD 25		8020 ARCO CORPORATE DR STE 116 RALEIGH NC 27617-2037	
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is an additional insured per the Business Liability Coverage Form SS0008 attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per the Business Liability Coverage Form SS0008, attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy.