

ADDENDUM 1 TO SOW

This Addendum is made as of June 1, 2026 ("**Addendum Effective Date**") by and between Accenture LLP ("**Accenture**" or "**Successful Respondent**") and Kansas City, Missouri, a constitutionally chartered municipal corporation ("**Customer**" or "**Client**"). This Addendum 1 to SOW is subject to, and incorporates by reference, the terms and conditions of (i) the Workday Deployment Statement of Work ("**SOW**") entered into by the Parties simultaneously with this Addendum 1 to SOW, and (ii) the State of Texas Department of Information Resources Contract For Services between the State of Texas ("**State**"), acting by and through the Department of Information Resources ("**DIR**") and Accenture LLP, DIR-CPO-5171, dated February 16, 2023 ("**the Cooperative Agreement**"), as appended by the Parties in this Addendum 1 to SOW ("**Addendum**") (the Cooperative Agreement and the Addendum, collectively forming the "**Agreement**"). All capitalized terms not otherwise defined herein shall have the same meaning as in the Cooperative Agreement or SOW.

Whereas the Parties are entering into the SOW pursuant to the Cooperative Agreement, and wish to amend certain provisions of the Cooperative Agreement for purposes of the SOW;

Except as set forth in this Addendum or the SOW, the Parties agree that the terms and conditions of the Cooperative Agreement shall govern this Addendum;

Now therefore, the Parties agree:

I. The following amendments shall be made to Appendix A of the Cooperative Agreement for purposes of this Addendum and the SOW:

1. Section 4.6 shall be replaced in its entirety with the following provision:

The Contract shall be governed by and construed in accordance with the laws of the State of Missouri, without giving effect to Missouri's choice of law provisions. Successful Respondent and Customer agree to: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) not raise forum non conveniens as an objection to the location of any litigation.

2. Section 8.2 A shall be replaced in its entirety with the following provision:

Successful Respondent shall submit invoices directly to Customer and all invoices shall be issued in compliance with Customer's reasonable instructions and procedures. Invoices must be timely and accurate. Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals. All payments for services purchased under the Contract and any provision of acceptance of such services shall be made by the Customer to Successful Respondent. The DIR Administrative Fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

3. Section 8.3 shall be replaced in its entirety with the following provision:

Customer shall comply with Missouri law in making payments to Successful Respondent. Customer shall not process Successful Respondent's invoice unless Successful Respondent's invoice is in proper form, correctly computed, and is approved by Customer as payable under the

terms of this Contract. Customer is not liable for any obligation incurred by Successful Respondent except as approved under the provisions of this Contract. Customer shall not have any financial obligations to Successful Respondent under this Contract until the Customer issues a Purchase Order to Successful Respondent. Successful Respondent shall not provide the Service in excess of the dollar amount contained in any Purchase Order and Successful Respondent shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from Customer.

4. As between the Parties, the Parties agree that Section 8.5 shall be deleted in its entirety for purposes of this Addendum and SOW.
5. Section 10.5 shall be replaced in its entirety with the following provision:

Successful Respondent shall be authorized and validly existing under the laws of its state of organization and shall be authorized to do business in the State of Texas in accordance with Texas Business Organization Code, Title 1, Chapter 9, and the State of Missouri. Upon request by DIR or by Customer, Successful Respondent shall provide all documents and other information necessary to establish Successful Respondent's authorization to do business in the State of Texas and the State of Missouri, and the validity of Successful Respondent's existence under the laws of its state of organization.

6. The first sentence of Section 10.6 shall be replaced in its entirety with the following sentence: "Successful Respondent agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws, and state laws of Texas, Missouri and the state in which Successful Respondent has its primary place of business." The remainder of this section shall remain intact.
7. Section 10.9 A shall be replaced in its entirety with the following provision:

Successful Respondent acknowledges that Customer is a governmental body, and as such, is subject to certain laws and regulations governing the confidentiality of certain information and public records acts, including without limitation, the Missouri Sunshine Law.

8. Sections 11.1 A and B of the Contract (Enforcement of Contract and Dispute Resolution) shall be deleted in their entirety for purposes of the Addendum.
9. Section 11.2.1.1 shall be replaced in its entirety with the following provision:

Customer is a local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund this Contract. Customer intends to continue this Contract for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of the term of the Purchase Order. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Contract; (b) Customer agrees to use all lawful and reasonable means to secure appropriations; and (c) Customer agrees it will not intentionally seek to exclude applicable funds during any given fiscal year as a means of terminating this Contract in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of the SOW, in whole or in part. In accordance with the foregoing, Customer will give Successful Respondent written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments

after the termination date will cease and all obligations by Successful Respondent to provide the Services will terminate.

10. Section 11.2.4.2 shall be replaced in its entirety with the following provision:

Customer or Successful Respondent may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship, upon the following preconditions: first, the parties must first attempt to resolve a dispute; and if the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Successful Respondent fails to comply with confidentiality, privacy, security requirements, environmental, or safety laws or regulations, if such non-compliance relates or may relate to the provision of Services to the Customer.

11. Section 11.2.3 shall be replaced in its entirety with the following provision:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) days' written notice. A Customer may terminate for any reason a Purchase Order, including any SOW placed under a Purchase Order, by giving Successful Respondent thirty (30) days' written notice.

- II. The following amendments shall be made to Appendix D of the Cooperative Agreement for purposes of this Addendum and the SOW:
 1. Section 2 shall not apply to the SOW, and instead, the Parties agree that the fees and payment terms set forth in the SOW and set forth above in Section I of this Addendum, shall govern the SOW, notwithstanding anything to the contrary set forth in Section 2 of Appendix D.
- III. The following amendments shall be made to the Cooperative Agreement for purposes of this Addendum and the SOW:
 1. The Parties agree that the following provision shall supersede Section 11(a) of the Cooperative Agreement: Notwithstanding anything to the contrary that may be contained in the Cooperative Agreement, in the event of a conflict in terms between this Addendum, the SOW, and the Cooperative Agreement, as between Accenture and Customer, the Parties agree that the order of preference shall be as follows: this Addendum, the SOW, and the Cooperative Agreement.
- IV. The Parties agree to add the following terms and conditions to the Cooperative Agreement for purposes of this Addendum:
 1. **Non-discrimination in Employment.** Successful Respondent shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code. Successful Respondent shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

2. **Tax Exemption - Federal and State.**

- a. Customer is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- b. Customer is exempt from payment of Missouri Sales and Use Tax in Accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

3. **Effective Date of Contract.**

- a. Notwithstanding anything to the contrary in the Contract, neither party has any obligation under this Contract until the Manager of Procurement Services of Customer issues a Purchase Order which shall be signed by the Customer's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- b. If applicable, the date of the first Purchase Order issued by the Customer after the Customer renews this Contract shall be the effective date of the renewal term or transition term.

4. **Ban the Box in Hiring and Promotion.**

- a. Pursuant to Section 38-104, City Code Ordinances, Successful Respondent shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- b. Notwithstanding subsection (a), Successful Respondent may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- c. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

5. **Title VI of the Civil Rights Act of 1964.** Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source. Successful Respondent

shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

6. **Quality Services Assurance Act.** If this Contract exceeds \$160,000.00, Successful Respondent certifies Successful Respondent will pay all Successful Respondent employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or Customer has granted Successful Respondent an exemption pursuant to the Quality Services Assurance Act.
7. **Anti-Discrimination Against Israel.** If this Contract exceeds \$100,000.00 and Successful Respondent employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Successful Respondent certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.
8. **Employee Eligibility Verification.** Successful Respondent shall execute and submit an affidavit, in a form prescribed by the Customer, affirming that Successful Respondent does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Successful Respondent shall attach to the affidavit documentation sufficient to establish Successful Respondent's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Successful Respondent may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those Successful Respondents enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Successful Respondent will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Successful Respondent shall submit the affidavit and attachments to the Customer prior to execution of the contract, or at any point during the term of the contract if requested by the Customer.
9. **Tax Compliance.** If the Customer's payments to Successful Respondent exceed \$160,000.00 for the period of May 1st through April 30th, Successful Respondent shall provide proof of compliance with the Customer's tax ordinances administered by the Customer's Commissioner of Revenue as a precondition to the Customer making the first payment under this Contract. Successful Respondent also shall submit to the Customer proof of compliance with the Customer's tax ordinances administered by the Customer's Commissioner of Revenue as a condition precedent to the Customer making final payment under the Contract.
10. **Buy American Preference.** It is the policy of the Customer that any manufactured goods or commodities used or supplied in the performance of any Customer Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.
11. **Affirmative Action.** If this Contract exceeds \$300,000.00 and Successful Respondent employs fifty (50) or more people, Successful Respondent shall comply with Customer's Affirmative Action requirements in accordance with the provisions of Chapter 3 of Customer's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Successful Respondent warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Successful Respondent shall not discriminate against any employee

or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of Customer's Code. Successful Respondent shall:

(a) Submit, in print or electronic format, a copy of Successful Respondent's current certificate of compliance to the Customer's Civil Rights and Equal Opportunity Department (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years. If, and only if, Successful Respondent does not possess a current certification of compliance, Successful Respondent shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.

(b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

(c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Successful Respondent shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.

(d) Customer has the right to take action as directed by Customer's Civil Rights and Equal Opportunity Department to enforce this provision. If Successful Respondent fails, refuses or neglects to comply with the provisions of Chapter 3 of Customer's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Successful Respondent may be declared ineligible for any further contracts funded by Customer for a period of one (1) year. This is a material term of this Contract.

13. **Records.**

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals that impact the CITY'S Purchase Order(s) and SOW.

(b) Successful Respondent shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Successful Respondent Records, and Successful Respondent shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The Records of Successful Respondent shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract, within ten (10) days after the written request is made.

14. **Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, Successful Respondent certifies that Successful Respondent is not an expert witness for any party in litigation against Customer at the time of the issuance of this Contract.

15. **Employee Eligibility Verification.** Successful Respondent shall execute and submit an affidavit, in a form prescribed by Customer, affirming that Successful Respondent does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). Successful Respondent shall attach to the affidavit documentation sufficient to establish Successful Respondent's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. Successful Respondent may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For Successful Respondent enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Successful Respondent will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. Successful Respondent shall submit the affidavit and attachments to the Customer prior to execution of the contract, or at any point during the term of the contract if requested by the Customer.

16. **Pricing.** As of the date of this Contract, Successful Respondent represents that fees and pricing in this Contract are consistent with prevailing market rates for comparable services.

17. Insurance.

(a) Successful Respondent shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. Successful Respondent must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be

written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Successful Respondent.

4. If this Contract is for professional services, Successful Respondent shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence and, \$2,000,000 in the annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Successful Respondent in this Contract and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

6. Technology Professional Liability Errors and Omissions Insurance appropriate to the Successful Respondent's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Successful Respondent in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Successful Respondent. If not covered under the Successful Respondent's liability policy, such "property" coverage of the Agency may be endorsed onto the Successful Respondent's Cyber Liability Policy as covered property as follows:

(b) Successful Respondent shall provide the Customer within ten (10) days written notice cancellation of required insurance policies in the event that the cancellation is for Successful Respondent's nonpayment of premiums and thirty (30) days written notice of cancellation to the Customer for all other reasons of cancellation.

(c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that the Customer and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Successful Respondent shall provide to the Customer at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.

(d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.

(e) Regardless of any approval by the Customer, Successful Respondent shall maintain the required insurance coverage in force at all times during the term of this Contract. Successful Respondent failure to maintain the required insurance coverage will not relieve Successful Respondent of its contractual obligation to indemnify the Customer pursuant to this Section of this Contract.

(f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the Customer's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

18. Notices. All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to Customer: City of Kansas City, Missouri
Phillip A. Asante
Chief Procurement Officer
Procurement Services Division
414 East 12th Street, 1st Floor, Room 102 W
Kansas City, Missouri 64106
albert.asante@kcmo.org

With copies to: Matthew J. Gigliotti, Esq.
City Attorney
Law Department of Kansas City, Missouri
414 East 12th Street, 23rd Floor
Kansas City, Missouri 64106
Telephone: (816) 513-3153

If to Successful Respondent: Accenture LLP
Dana A. Chamblee
4220 Duncan Avenue,
St. Louis, Missouri 63110
Telephone: +13143453000

With copies to: Accenture LLP
500 W Madison Street, 20th Floor,
Chicago, Illinois 60601
Telephone: +13126935009

The authorized representatives of the parties have signed this Addendum 1 to SOW.

Successful Respondent

Customer

Accenture LLP

Kansas City, Missouri

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Approved as to Form

Assistant City Attorney