

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 July 1 – June 30.
  - 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
<b>Expense &amp; Capital Project Expense Planning</b>	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
<b>Reporting</b>	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"> <li>• Create client workspace using Smartsheet</li> <li>• Prepare weekly status report</li> <li>• Schedule weekly status meetings</li> <li>• Issue tracking, follow up</li> <li>• Project scheduling and communication</li> <li>• Update RAID log</li> <li>• Collaborate with the Olathe Project Manager</li> <li>• 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.</li> <li>• Strada will take overall project progress responsibility while the Olathe PM will handle the client resources/deliverables/tasks.</li> </ul>
Olathe: Project Management Responsibilities	<ul style="list-style-type: none"> <li>• Provide input to the weekly status report</li> <li>• Access Smartsheet hub to view the weekly project status report to Olathe team</li> <li>• Follow up on issues</li> <li>• Collaborate with the Strada Project Manager</li> </ul>

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
<b>Total</b>	<b>912</b>		<b>\$218,565</b>

### 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.

#### **X. SERVICE TERM CHANGES FOR THIS SOW**

The Parties agree to change the following terms and conditions from the Agreement:

A.) The Parties agree to add the following sentence to Section 5.2 as follows:

"In the event of a Termination for Convenience, Client shall pay Contractor:

- The price for all Services satisfactorily performed and Deliverables accepted through the effective date of termination;
- Contractor's reasonable, documented, and non-cancelable costs that were necessarily incurred and properly allocable to the terminated portion of the Agreement, to the extent such costs cannot be mitigated by Contractor through commercially reasonable efforts; and
- Costs incurred OR that portion of the prorated Milestone or Deliverable completed] in performance of the Services for Milestones and/or Deliverables in progress.

Partial Terminations may result in pricing adjustments and Strada shall be provided an opportunity to re-price the remaining work.”

B.) The Parties agree to add Section 5.4 as follows:

**“Termination for Lack of Funds.** If for whatever reason, adequate funding is not made available by the City to support or justify continuation of the level of work to be provided by the Vendor under the Agreement, the 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. In the event of a Termination for non-appropriation, Client shall pay Contractor:

- The price for all Services satisfactorily performed and Deliverables accepted through the effective date of termination;
- Contractor’s reasonable, documented, and non-cancelable costs that were necessarily incurred and properly allocable to the terminated portion of the Agreement, to the extent such costs cannot be mitigated by Contractor through commercially reasonable efforts; and
- Costs incurred OR that portion of the prorated Milestone or Deliverable completed] in performance of the Services for Milestones and/or Deliverables in progress.”

C.) The Parties agree to add Section 7.6 as follows:

**“Public Records Act.** In the event that Client receives a Public Records Act disclosure request for information that includes Strada information, Client shall promptly notify Strada and permit Strada a reasonable opportunity to redact its Trade Secrets in accordance with Kansas Open Records Act K.S.A. 45-215 *et. seq.*”

D.) The Parties agree to delete Section 11.1 in entirety and restate it as follows:

“ For the purposes of the Agreement and as a specific element of consideration, Strada hereby agrees to indemnify, defend, and hold harmless Client, 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, Strada’s indemnification obligation shall not include damage amounts attributable to the fault or negligence of Client.”

E.) The Parties agree to delete Section 11.2 in entirety and restate it as follows:

**“11.2 Defense of Third Party Claims.**

**11.2.1 Definitions.**

**11.2.1.1** “Claim” means any third-party claim, demand, suit, action, investigation, arbitration, regulatory inquiry, or proceeding.

**11.2.1.2** “Defense Costs” means reasonable and documented out-of-pocket costs incurred to defend a Claim, including: outside attorneys’ fees and expenses, court and filing fees, costs of service, deposition and transcript costs, discovery and e-discovery vendor fees, expert/consultant fees, mediation and arbitration fees, and costs of responding to subpoenas, civil investigative demands, or governmental or regulatory inquiries related to the Claim. For clarity, Defense Costs exclude salaries, wages, and overhead of the indemnitee’s employees (including in-house counsel) unless expressly approved in writing by the indemnitor.

**11.2.2 Notice of Claims.** If any third-party Claim is threatened or asserted that could reasonably be expected to give rise to a Claim for indemnification under this Agreement, the Indemnified Party shall provide the Indemnifying Party with reasonably detailed written

notice of such Claim. The failure to provide such notice shall not relieve the Indemnifying Party of its indemnification obligations except to the extent the Indemnifying Party is actually prejudiced in its defense of the third-party Claim by such failure.

**11.2.3 Reimbursement.** If the Indemnified Party assumes the defense of the third-party Claim, the Indemnifying Party shall reimburse the Indemnified Party for its Defense Costs within **[60] days** after receipt of itemized invoices, provided that the Indemnifying Party's obligation to reimburse applies only to Defense Costs that are reasonable, necessary, and directly related to the indemnified Claim.

**11.2.4 Control, Cooperation, and Conflicts.** The Indemnifying Party may elect, but shall not be obligated, to assume and control the defense of any such third-party Claim by providing the Indemnified Party with prompt written notice of its election. Notwithstanding the foregoing, the Indemnified Party shall retain the exclusive right to assume and control the defense of a third-party Claim if:

- (a) The Claim seeks injunctive or other equitable relief, or could reasonably result in criminal liability;
- (b) A material conflict of interest exists between the Indemnified Party and the Indemnifying Party with respect to the Claim; or
- (c) The Indemnifying Party fails to diligently and vigorously defend the Claim.

If the Indemnifying Party assumes the defense, the Indemnified Party may participate in the defense with counsel of its choosing at its own expense and shall reasonably cooperate with the Indemnifying Party in connection with such defense.

**11.2.5 Settlement.** Neither the Indemnified Party nor the Indemnifying Party shall enter into any settlement of, or consent to the entry of any judgment arising from, any such third party Claim without the other's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed); provided that the Indemnifying Party shall not be required to obtain the Indemnified Party's consent for any such settlement or judgment that provides for the unconditional release of the Indemnified Party in connection therewith and solely involves the payment of monetary damages (i.e., no injunction or other equitable relief) for which the Indemnified Party will be indemnified hereunder.

**11.2.6 Subject to Limitation of Liability.** All Defense Costs are subject to the limitation of liability in Section 11.5.

**11.2.7 Ineligible Claims.** Indemnifying Party shall have no obligation for Claims to the extent arising from: (i) Indemnified Party's unauthorized modifications; (ii) combination with items not provided by Indemnifying Party if the Claim would not have arisen but for such combination; (iii) Indemnified Party's failure to use updates or workarounds provided by Indemnifying Party that would have avoided the Claim, provided they do not materially degrade functionality; or (iv) Indemnified Party's breach of law or this Agreement.

**11.2.8 Billing and Audit.** Indemnifying Party (or Indemnified Party, if defending) shall provide itemized monthly statements of Defense Costs. The non-controlling party may, no more than quarterly, audit Defense Cost invoices and underlying time entries (redacted for privilege) upon reasonable notice. Disputed amounts shall be discussed in good faith; undisputed amounts remain payable when due."

F.) The Parties agree to delete Section 11.3.

G.) The Parties agree to delete Section 11.5 in entirety and restate it as follows:

"IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID TO STRADA IN ACCORDANCE WITH ANY SOW ISSUED HEREUNDER FOR PROJECT WORK, NOR SHALL ANY LIQUIDATED, PENALTY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EXCEED A TOTAL OF \$50,000. THE

FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE REMEDIES UNDER THE AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.”

H.) The Parties agree to delete and restate Section 14.8 as follows:

- a. “This Agreement and any dispute or claim arising out of or in connection therewith or the subject matter or formation thereof (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to conflict of law principles that would cause the application of the laws of any other jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or the subject matter or formation thereof (including non-contractual disputes or claims), in any forum other than the federal courts located in the State of Kansas (and any court from which an appeal therefrom may be validly taken) and hereby expressly and irrevocably submits to the exclusive personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.”

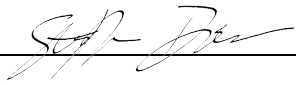
I.) The Parties agree to include the following provision at Section 14.13 as follows:

- a. “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:
  - i. 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;
  - ii. 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”);
  - iii. 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;
  - iv. 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
  - v. 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.”

\* \* \* \* \*

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**SIGNATURE**

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

<b>City of Olathe</b>	<b>Strada U.S. Professional Services, LLC</b>
By: _____	By:  _____
Name: _____	Name: <u>Stephen Dolan</u>
Title: _____	Title: <u>VP, Workday Professional Services</u>
Signature Date: _____	Signature Date: <u>4/13/2026</u>