

THIRD AMENDMENT TO SERVICE AGREEMENT

THIS THIRD AMENDMENT TO SERVICE AGREEMENT (Amendment) made and entered into as of this 10th day of December 2020 (Effective Date), amends the Service Agreement entered into between the CITY OF FRESNO, a municipal corporation (City or Licensee), and INFOR (US), LLC., a Delaware limited liability corporation (Infor). The City and Infor are collectively referred as the “Parties” in this Amendment.

RECITALS

WHEREAS, City and Infor entered into a Service Agreement dated October 25, 2018, for Infor Enterprise Asset Management (EAM) Implementation Services for the Department of Public Utilities (DPU) and Department of Public Works (DPW), and

WHEREAS, City and Infor entered into an amendment dated April 9, 2020, to amend the scope and extend the Agreement to June 30, 2020 (First Amendment); and

WHEREAS, the EAM Implementation project was placed on hold due to the COVID-19 pandemic, the City desires to restart the project and reengage with Infor, and

WHEREAS, City desires to amend the original scope of work to include additional onsite implementation services within DPU Wastewater Management Division, for additional services related to the project; and end user training within the DPU Water Division, and

WHEREAS, the City and Infor desire to extend the scope of work to March 31, 2021, to complete the project.

AMENDMENT

NOW, THEREFORE, the parties agree that the Service Agreement is amended as follows:

1. Infor shall provide additional services as described in Attachment A, attached hereto and incorporated herein by reference.
2. Infor’s sole compensation for satisfactory performance of Services required or rendered pursuant to this Amendment shall be a total fee not to exceed \$44,500.
3. The term of the scope of work shall be extended to March 31, 2021.
4. This Amendment shall become part of and subject to the terms and conditions of the Service Agreement, which except as modified herein, remains unchanged and in full force and effect. However, to the extent that the terms and conditions expressly set forth in this Amendment conflict with the terms and conditions of the Service Agreement, the terms and conditions expressly set forth in this Amendment will prevail. Unless otherwise defined in this Amendment, capitalized terms used herein shall have the meanings assigned to such terms in the Service Agreement.

By signing below, the undersigned certify that they have read and understand, and agree to be legally bound by this Amendment.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Service Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

INFOR (US) LLC.,
a Delaware limited liability corporation

By: _____
Michael Carbajal, Director
Department of Public Utilities

By: Gregory Giangiordano
Name: _____
Gregory Giangiordano

Title: SVP & General Counsel
(If corporation or LLC., Board Chair, Pres.
or Vice Pres.)

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: Brandon Collet 11/25/2020
Brandon Collet Date
Senior Deputy City Attorney

By: Brad Steiner
Name: _____
Brad Steiner

Title: SVP & Deputy General Counsel
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

ATTEST:
YVONNE SPENCE, CRM MMC
City Clerk

By: _____
Deputy Date

Addresses:
CITY:
City of Fresno
Attention: John Turnipseed, Project
Manager
5607 W. Jensen Ave
Fresno, CA 93706
Phone: (559) 621-5295
FAX: (559) 457-1595

INFOR:
Infor (US), LLC
Attention: Lindsay Pritchard
Associate General Counsel
380 St. Peter Street
St. Paul, MN 55102
Phone: (651) 767-7000
FAX: (651) 767-4927

Attachments:

Attachment A
Services Change Order

Attachment A

Revised Scope of Work

Infor will provide the following services:

- Collections - Process design
 - Routes
 - Work Order Generation
 - Assignment & Scheduling
 - Work Execution Processes
 - Workflow
 - Materials Management
 - Define required data elements
 - Closing Codes
 - Standard Work Orders
 - Parts
 - Security
 - User Groups
 - Status Authorizations
 - Screen Design
- Collections – Configuration
 - Configuration of defined process in Production environment
 - Data formatting and Import to Production
- Go-live Functional Onsite Support (50% Reduction-Two Resources)
- Water Storeroom Inventory data import
 - Water Storeroom Inventory imported to EAM PRD
- Water Department End User Needs Assessment
- Water Department End User Training
- Water Department End User Training Prep
- Project Management



Services Change Order

This Fixed Fee Services Change Order ("Change Order" or "Order") is subject to all terms and conditions of the Services Agreement between **Infor (US) LLC** ("Infor") and **FRESNO, CITY OF** ("City" or "Licensee") with an Effective Date of **10/25/2018** (the "Services Agreement") and constitutes a change to the Services Work Order identified below by Work Order Number ("Work Order"). All terms of the Services Agreement and Work Order are incorporated herein by reference. Capitalized terms not defined in this Change Order are defined in the Services Agreement or Work Order. In the event of a conflict, the terms of this Change Order control over the terms of the Services Agreement and Work Order. Unless otherwise specified in this Change Order, the services, scope and estimated fees specified herein are incremental to the Work Order.

Effective Date of Change Order: date of final signature below

Original Work Order Date: 10/26/2018

Change Order Number: 04

Original Work Order Number: OP-04071110

Prepared by: Alexander Acman

Project Name: City of Fresno - Change Order - Gerry Schoonmaker - EAM Implementation - CO4

Description of Services to be Provided

The purpose of this document is to present information related to the City's reengagement in the EAM implementation project and Go-Live events for the Water and Wastewater Collections departments.

For the past eighteen months, Infor and the City have been involved in a project to implement the Infor EAM cloud solution for the City Wastewater, Water, and Public Works departments. Project efforts thus far have resulted in successful go-lives for the Wastewater Treatment plant and the Department of public works.

Due to unforeseen circumstances presented by the COVID-19 pandemic, go-live efforts for the Water and Collections departments were interrupted and critical tasks were postponed resulting in deceleration of project progress.

Infor and City stakeholders have been involved in discussions regarding the optimal approach for reengagement of project resources. The reengagement approach facilitates completion of task essential to successful go-live events for the Collections and Water departments.

The following high-level tasks represent the remaining effort required for successful transition to a live EAM environment.

Task	Responsible	Duration	Date
Collections Department – Process Design <ul style="list-style-type: none"> • Routes <ul style="list-style-type: none"> ○ Work Order Generation ○ Assignment & Scheduling • Work Execution Processes <ul style="list-style-type: none"> ○ Workflow • Materials Management • Define required data elements <ul style="list-style-type: none"> ○ Closing Codes ○ Standard Work Orders ○ Parts • Security <ul style="list-style-type: none"> ○ User Groups ○ Status Authorizations ○ Screen Design 	Collections Personnel, Infor Consultant	4 Days	TBD
Collections Department – System Configuration	Infor Consultant	1 Week	TBD

<ul style="list-style-type: none"> Configuration of defined process in Production environment Data formatting and Import to Production 			
Collections End User Training	Collections Personnel, Infor Consultant	3 Days	TBD
ESS End User Training	ESS Personnel, Infor Consultant	3 Days	TBD
Naviline Interface Development, Testing, and Deployment	Infor Technical Consultants, Water Personnel	4 Weeks	TBD
Water Operations and Storeroom – End User Training	Infor Consultant, Water Personnel	4 Days	TBD
Go-Live for Collections, ESS and Water	Infor, Collections and Water Personnel	4 Days	TBD
Collections Legacy Data migration to PRD <ul style="list-style-type: none"> Fresno provides final copy of Hansen DB Data extracted from Hansen DB Data imported to EAM PRD 	Infor and Fresno	1 Week	TBD
Water Go-Live Details <ul style="list-style-type: none"> Fresno Provides new copy of Storeroom Inventory Water Storeroom Inventory imported to EAM PRD 	Infor, Water Personnel	1 Day	TBD

General Assumptions and Obligations

- Any requirement(s) not specified in this Order will be addressed using the Project Change Control Process.
- Licensee acknowledges that any delays or changes caused by Licensee, Licensee’s employees, equipment, contractors or vendors may cause an increase in the fees required under this Order, including without limitation, delays or changes due to the following: (a) change to or deficiency in the information which Licensee has supplied to Infor; (b) failure by Licensee to perform any of its responsibilities in a timely manner including the supply to Infor of resources and information; or (c) an unanticipated event that changes the service needs or requirements of Licensee. Changes required to this Order as a result of any of the foregoing events will be handled using the Project Change Control Process.
- For all services provided at Licensee locations, Licensee will provide office facilities to Infor personnel. This includes, but is not limited to, office space, desks, networked computers, secured filing cabinets if required, team meeting rooms, networked printers, photocopier, telephones, stationery, whiteboards, internet and remote VPN connection.

Fees

Licensee agrees to pay Infor fees of 39,706.50 US Dollar for the services described in this Order. Upon Infor’s completion of the deliverables, work products or activities associated with each Milestone as set forth herein, the corresponding fee for such Milestone specified below becomes due and Infor shall invoice Licensee. Licensee shall pay such fee as set forth below.

No	Associated Deliverable, Work Product or Activity	Amount
MS 20 A	Collections - Process design	7,853.50
MS 20 B	Collections - Configuration	9,707.00
MS 20 C	Go-live Functional Onsite Support (50% Reduction-Two Resources)	9,708.00
MS 20 D	Water Storeroom Inventory data import	0.00

No	Associated Deliverable, Work Product or Activity	Amount
MS 20 E	Water Department End User Needs Assessment	2,292.00
MS 20 F	Water Department End User Training	7,854.00
MS 20 G	Water Department End User Training Prep	2,292.00

Grand Total	39,706.50
Currency	US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **12/20/2020**.

Fees do not include applicable taxes, which will be added to each invoice. Licensee will pay each Infor invoice within 15 days of the date of invoice. This payment obligation is non-cancelable, and the amounts paid are non-refundable. Travel and living expenses are not included in the fees stated herein and are in addition to such fees.

Where a substantial variation from this Order is foreseen both parties must agree in writing to the additional work and amend this Order accordingly.

Locations:

Services may be provided at the facilities of Infor or its contractors, or at the Licensee sites listed below.
 1910 E. University Ave.
 Fresno CA 93703-2988
 United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.	
Infor (US), LLC	FRESNO, CITY OF
Signature :	Signature :
Printed Name :	Printed Name :
Title :	Title :
Address : 4213 Solutions Center Lockbox 774213 Chicago IL 60677-4002 USA	Address : 1910 E. University Ave. Fresno CA 93703-2988 United States
Signed Date :	Signed Date :
	Purchase Order Number :
	eBilling (Email Address) :
	<u>Invoice Mailing Address if different from:</u> 1910 E. University Ave. Fresno CA 93703-2988 United States
	Address :

	Phone :
	Email Address :
	Contact Name :
INTERNAL USE ONLY	
Primary Product : EAM Ent Products	ICS Approval ID: AGR.95237
Existing Project ID : 32476962	Existing Project Manager :
Opportunity ID : OP-04286157	Internal ID: