

3. **Payment; Non-appropriation; Taxes.** Infor shall submit to County two (2) original copies of invoices showing the amounts due for Services performed in a form acceptable to County. Contractor may submit electronically via: apauditor@fortbendcountytexas.gov. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this SWO and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed. It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Addendum, Fort Bend County shall notify all necessary parties that this Addendum shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE.
4. **Limit of Appropriation.** Infor clearly understands and agrees, such understanding and agreement being of the absolute essence of this Addendum, that County shall have available the total maximum sum of Seventy-Eight Thousand, Two Hundred Fifty and 00/100 dollars (\$78,250.00), specifically allocated to fully discharge any and all liabilities County may incur. Infor does further understand and agree, said understanding and agreement also being of the absolute essence of this Addendum, that the total maximum compensation that Infor may become entitled to and the total maximum sum that County may become liable to pay to Infor shall not under any conditions, circumstances, or interpretations thereof exceed Seventy-Eight Thousand, Two Hundred Fifty and 00/100 dollars (\$78,250.00). In no event will the amount paid by the County for all Services under this Addendum exceed this Limit of Appropriation without an amendment executed by the parties.
5. **Public Information Act.** Infor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the SWO and/or Agreement to the contrary, County will make any information related to this Addendum, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Infor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Addendum are not proprietary or confidential information.
6. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless Infor for any reason are hereby deleted.

7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Addendum. County does not agree to submit disputes arising out of this Addendum to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by Infor in any way associated with this Addendum.

8. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Infor hereby verifies that Infor and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
 - a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
 - b. If employing ten (10) or more full-time employees and this Addendum has a value of \$100,000.00 or more, Infor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
 - c. If employing ten (10) or more full-time employees and this Addendum has a value of \$100,000.00 or more, Infor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
 - d. If employing ten (10) or more full-time employees and this Addendum has a value of \$100,000.00 or more, Infor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

9. **Modifications and Waivers.** The parties may not amend or waive this Addendum, except by a written agreement executed by both parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Addendum, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. The rights and remedies of the parties set forth in this Addendum are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute. No other provisions to this Addendum apply except for the terms which appear and/or are incorporated in this Addendum and the attached Exhibits A and B.

10. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, INFOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO

COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

11. **Use of Customer Name.** Infor may use County's name without County's prior written consent only in any of Infor's customer lists, any other use must be approved in advance by County.
12. **Performance Warranty.** Infor warrants to County that Infor has the skill and knowledge ordinarily possessed by members of its trade or profession and Infor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with such professional standards.
13. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls to the extent of the conflict.
14. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
15. **Captions.** The section captions used in this Addendum are for convenience of reference only and do not affect the interpretation or construction of this Addendum.
16. **Electronic and Digital Signatures.** The parties to this Addendum agree that any electronic and/or digital signatures of the parties included in this Addendum are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
17. **County Data.** Nothing in this Addendum will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. Nothing in this Addendum or the SWO will be construed to waive the requirements of any record retention laws applicable to County.
18. **Personnel.** Infor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the performance of the Services required under this Addendum.

All employees of Infor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Infor or agent of Infor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to providing Services pursuant to this Addendum shall, upon request of County, immediately be removed from association with the Services required under this Addendum.

When performing Services for the County, Infor shall comply with, and ensure that all Infor Personnel comply with, all rules, regulations and policies of County that are communicated to Infor in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of

access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

19. **Compliance with Laws.** Infor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Addendum, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Infor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
20. **Independent Contractor.** In the performance of work or services hereunder, Infor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of Infor or, where permitted, of its subcontractors. Infor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Addendum, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.
21. **Confidential Information.** Infor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Infor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Infor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Infor) publicly known or is contained in a publicly available document; (b) is rightfully in Infor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Infor who can be shown to have had no access to the Confidential Information.

Infor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Infor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Infor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Infor shall advise County immediately in the event Infor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Infor will at its expense cooperate with County in seeking injunctive or other

equitable relief in the name of County or Infor against any such person. Infor agrees that, except as directed by County, Infor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Infor will promptly turn over to County all documents, papers, and other matter in Infor's possession which embody Confidential Information.

Infor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Infor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

Infor in providing all Services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

22. **Further Assurances.** Each party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the agreement of the parties contained in this Addendum, and each party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Addendum.

23. **Severability.** If any provision of this Addendum is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Addendum for each party remain valid, binding, and enforceable.

24. **Termination.**

24.1. Termination for Convenience. County may terminate this SWO at any time upon thirty (30) days written notice.

24.2. Termination for Default. County may terminate the whole or any part of this SWO for cause in the following circumstances:

(a). If Infor fails to timely perform Services pursuant to this SWO or any extension thereof granted by the County in writing;

(b). If Infor materially breaches any of the covenants or terms and conditions set forth in this SWO or fails to perform any of the other provisions of this SWO or so fails to make progress as to endanger performance of this SWO in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

24.3. If, after termination, it is determined for any reason whatsoever that Infor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with § 24.1 above.

24.4. Upon termination of this SWO, County shall compensate Infor in accordance with § 3, above, for those Services which were provided under this SWO prior to its termination and which have not been previously invoiced to County. Infor's final invoice for said Services will be presented to and paid by County in the same manner set forth in § 3 above.

24.5. If County terminates this SWO as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Infor.

24.6. If County terminates this SWO prior to the termination date, County shall not be subject to any early termination fee or other penalty.

24.7. Upon termination of this Agreement for any reason, if Infor has any property in its possession belonging to County, Infor will account for the same, and dispose of it in the manner the County directs.

25. Notices.

25.1. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).

25.2. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department
Attn: Information Technology Director
301 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Attn: County Judge
301 Jackson Street
Richmond, Texas 77469

Contractor: Infor (US), LLC
Attn: _____
13560 Morris Road

Alpharetta, Georgia 30004

25.3. A Notice is effective only if the party giving or making the Notice has complied with subsections 25.1 and 25.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

25.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

25.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

26. **Remote Access.** As applicable, if Infor requires remote access to County Systems for support, installation, integrations, configurations, and/or maintenance of Infor's Services, except as otherwise agreed by the parties and approved by the County's Director of Information Technology and Chief Information Officer in writing, the below requirements must be met before Infor is granted remote access to County Systems:

- (A). Infor will adhere to the restricted and monitored channels that are provided by the County, or other technologies approved in advanced in writing by the County's Director of Information Technology and Chief Information Officer.
- (B). Infor will neither implement nor deploy a remote access solution which bypasses and/or is designed to bypass County provided or approved controls. Infor will not access County Systems via unauthorized methods.
- (C). Infor's remote access to County Systems will only be requested and activated on as-needed basis and disabled when not in use.
- (D). Remote access is restricted only to County Systems necessary for Infor to provide Services to County pursuant to this Addendum.
- (E). Infor will allow only its Workforce approved in advance by County to access County Systems. Infor will promptly notify County whenever an individual member of Infor's Workforce who has access to County Systems leaves its employ or no longer requires access to County Systems. Infor will keep a log of access when its Workforce remotely accesses County Systems. Infor will supply County with evidence of access logs concerning remote access to County Systems upon written request from County. Such access logs will be provided to County, within three business days from the date of County's request. These requests may be used to confirm compliance with these terms and/or to investigate a security incident.
- (F). If any member(s) of Infor's Workforce is provided with remote access to County Systems, then Infor's Workforce will not remotely log-in to County Systems from a public internet access device (e.g., airport computer terminal, or Internet café). This is due to the possibility of sensitive information being monitored by video or computer surveillance in public areas.
- (G). Failure of Infor to comply with this Section may result in Infor and/or Infor's Workforce losing remote access to County Systems. County reserves the right at any time to disable remote access to protect County Systems.

- (H). For purposes of this Section, "Workforce" means employees, agents, subcontractors (where permitted), and/or other persons whose conduct, in the performance of work for Infor, is under the direct control of Infor, whether or not they are paid by Infor and who have direct or incidental access to County Systems.
- (I). For purposes of this Section, "Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities; (ii.) supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions; (iii.) data and/or media; (iv.) equipment, hardware, servers, and/or devices; and/or (v.) network(s).

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All

parties further acknowledge that they have executed this legal document voluntarily and of their own free will. This Addendum is effective upon execution by both parties.

FORT BEND COUNTY

INFOR (US), LLC

KP George
County Judge

Authorized Agent – Signature

DocuSigned by:
Jonathan Toomey
C2BF7E5FFFF2413...

Jonathan Toomey

Date

Authorized Agent- Printed Name

Sr Operations Director

Title

12 May 2023 | 12:09:18 EDT

Date

ATTEST:

Laura Richard, County Clerk

AUDITOR’S CERTIFICATE

I hereby certify that funds in the amount of \$_____ are available to pay the obligation of Fort Bend County within the foregoing Addendum.

Robert Ed Sturdivant, County Auditor

Exhibit A: Infor’s Services Work Order (Services Work Order: AGR.131234); and
Exhibit B: Sole Source Letter

Exhibit A



Services Work Order

This Time and Materials Services Work Order ("Work Order" or "Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement (or, if applicable, the Professional Services Agreement) between **Infor (US), LLC** ("Infor") and **Fort Bend County** ("Licensee") with an Effective Date of **8/1/2006** (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalised terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective Date of Work Order: date of final signature below

Work Order Number: AGR.131234

Prepared by: Mario Villanueva

Project Name: Fort Bend County - Lawson - HRIS interface - 24633

Description of Services to be Provided

Licensee is planning to migrate to a new HRIS provider as their system of record but continue using Lawson HR v10.0.6 for Payroll and Benefits. Infor Services will make available a S3 HR Consultant through the duration of this migration project (expected to be about eight months) in an advisory capacity.

Assistance will include, but not limited to, the following:

1. Participate in system integration design and provide inputs as needed.
2. Assist with data mapping between HRIS vendor and Infor solutions.
3. Assist the Licensee and the vendor with testing throughout the duration of the project.
4. Provide post-live support.
5. Participate in weekly status calls and other meetings as decided by the Licensee.
6. Respond to queries and provide any other assistance called upon by the Licensee related to Lawson HR

General Assumptions and Obligations

1. Any requirement(s) not specified in this Order will be addressed using a mutually agreed change order.
2. 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 because of any of the foregoing events will be handled using a mutually agreed change order.
3. Licensee and Infor agree that all services will be provided remotely.
4. Licensee owns the day-to-day project management including meeting facilitation and maintenance of project artifacts including, by not limited to, project plan, risk log, and issues log.

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
Consultant, Sr.	250.00	270.00	67,500.00

Project Manager, Assoc.	50.00	215.00	10,750.00
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Grand Total		78,250.00
Currency		US Dollar

The rates and terms specified herein are only valid if this Work Order is signed by Licensee by **4/29/2023**.

Estimated time and costs listed in this Order represent an estimate only, and actual project time and cost may vary from the estimates provided. All Services are provided on a time and materials basis. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Infor will invoice Licensee for all Services and applicable charges on a semi-monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. 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 rates or estimated fees stated herein, and are in addition to such fees. Travel time to and from Licensee's site will be billed at \$90 per hour. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

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.

301 Jackson
 Richmond TX 77469
 United States

THE PARTIES have executed this Order through the signatures of their respective authorized representatives.	
Infor (US), LLC	Fort Bend County
Signature : 	Signature :
Printed Name : Jonathan Toomey	Printed Name :
Title : Sr Operations Director	Title :
Address : 13560 Morris Road Alpharetta GA 30004 USA	Address : 301 Jackson Richmond TX 77469 United States
Signed Date : 12 May 2023 12:09:18 EDT	Signed Date :
	Purchase Order Number :
	eBilling (Email Address) :
	<u>Invoice Mailing Address if different from:</u> 301 Jackson Richmond TX 77469 United States

	Address :
	Phone :
	Email Address :
	Contact Name :
INTERNAL USE ONLY	
Primary Product : CloudSuite Corporate - HRM	ICS Approval ID: AGR.131234
Existing Project ID :	Existing Project Manager :
Opportunity ID : OP-04452499	Internal ID:

Exhibit B



641 Avenue of the Americas
New York, NY 10011
800-260-2640
www.infor.com

April 20, 2023

Fort Bend County
Attn: Sarah Sanchez
301 Jackson St, Suite 201
Richmond, TX 77469

Dear Ms. Sanchez:

Infor has received your request for a justification to single source the support and maintenance of the Infor-owned software products that you have licensed from Infor.

Infor is the copyright owner for these software products, and as such, Infor is the only vendor that has the unrestricted ability to access and modify such Infor-owned software products in order to provide bug fixes, updates and upgrades to you as part of support and maintenance.

Please don't hesitate to contact Wanda Huszar, the Sr. Subscription Services Manager for your account, at wanda.huszar@infor.com or 470-548-7947, you have additional questions on this matter.

DocuSigned by:
Edward Foley
586FD80713E74FD...

Edward Foley
Manager, Infor Subscription Services