STATE OF TEXAS §

COUNTY OF FORT BEND §

#### SECOND AMENDMENT TO INFOR (US), LLC'S SERVICES WORK ORDER

THIS SECOND AMENDMENT ("Amendment") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and Infor (US), LLC, ("Infor"), a company authorized to conduct business in the State of Texas (collectively referred to as the "parties").

#### WITNESSETH:

WHEREAS, the parties previously entered into the Addendum to Infor (US), LLC's Services Work Order, on or about May 23, 2023, and as amended on February 27, 2024 (the "Agreement"), incorporated herein as written verbatim for all purposes, for the purchase of specified consulting services (the "Services"); and

WHEREAS, the parties desire to amend the agreement to provide for modifications and additional costs associated therewith; and

NOW, THEREFORE, County and Infor desire to amend said Agreement as set forth below:

#### I. Amendments

- 1. **Scope of Services**. Infor shall provide additional product and/or Services as described in Infor's Services Change Order, attached as Exhibit "A-2" and incorporated fully by reference.
- 2. **Limit of Appropriation**. Infor's fees shall be calculated at the rates set forth in the attached Exhibit B-2. The Limit of Appropriation for the performance of services within the Scope of Services as described in Exhibit A-2 is \$14,250.00. The Limit of Appropriation payable to Infor for product and/or services rendered under the Agreement is hereby increased to an amount not to exceed \$129,760.00, authorized as follows:

\$78,250.00 under the Agreement; and \$37,260.00 under the First Amendment to the Agreement; and \$14,250.00 under this Second Amendment to the Agreement;

In no case shall the amount paid by County for all product and/or services under the Agreement and this Amendment to the Agreement exceed the above Limit of Appropriation without an agreement executed by the parties.

3. **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 Agreement 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 Agreement 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 Agreement 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.
- 4. **Modifications**. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- 5. **Conflict**. If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.
- 6. **Understanding, Fair Construction.** By execution of this Amendment, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Amendment. This Amendment, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
- 7. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

IN WITNESS WHEREOF, this Amendment 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 Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	INFOR (US), LLC	Signed by:  Jonathan Toomey  C2BF7E5FFFF2413
KP George, County Judge	Authorized Agent –	Signature
		Jonathan Toomey
Date	Authorized Agent- I	Printed Name
		Sr Operations Director
ATTEST:	Title	
		14 October 2024   15:09:36 EDT
Laura Richard, County Clerk	Date	
REVIEWED:		
Robyn Doughtie		
Information Technology Office		
AUDI	TOR'S CERTIFICATE	
	11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1	12.1
I hereby certify that funds are av nd pay the obligation of Fort Bend Cou		to accomplish
1 7 0	, ,	
	 Robert Ed Sturdi	vant, County Auditor
Exhibit A-2: Infor's Change order;		-
Exhibit B-2: Infor's Invoice		

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## **EXHIBIT A-2**

**Customer ("Customer")** 



## **CHANGE ORDER**

This Change Order ("Change Order"), effective date of the final signature below (the "Effective Date"), amends the work order identified below as the "Work Order." Capitalized terms not defined in this Change Order are defined in the Work Order.

Fort Bend County

Original Work Order:	OP-04515453			
Project ID/Clarity ID:	32540893			
Project Name:	Fort Bend County -AGR.139962- Workday Interface			
Change Number:	CO1			
	Check all that apply (for nonbinding reference purposes only):			
Type of Change:	x Change to Scope of Services			
Type of ondinge.	x Change to Service Fees			
	Change to timeline			

Sections of Work Order are replaced by new section stated herein

#### Describe the change in detail

This change order is to add scope and effort to the current work order including -

- Citrix/RDP issues meetings with FBC team for resolutions, and test resolutions.
- Daily status update calls
- Functional walkthrough/clarification sessions, work sessions to address POC issue with functional consultant.
- Code migrations to other tenants.
- Higher complexity of interface INT013 (cost center and accounting data). Expand
  effort to continue develop and unit testing. Once unit testing is completed and
  reviewed by functional consultant. FBC will work with Workday for any adjustments
  needed after.

#### Reason for the Change

To complete the development, solutioning and support.

#### **Detailed impact analysis**

Impost on	project plan	. /inaludina	actimated	timalinas)
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None

**Target date (for implementation)** 

None

Impact on resource requirements

None

Impact on project cost

\$ 14,250.00 USD

#### Service Fee Estimate for Additional Services Provided under this Change Order

Resource Level	Estimated Hours	Hourly Rate	Estimated Fee
COE Sr Consultant Offshore	150	\$95.00	\$14,250.00
	\$14,250.00		
		Currency	USD



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. Where a substantial variation from this Change Order is foreseen, both parties must agree in writing to the additional work and document the change in a subsequent Change Order.

### **CHANGE APPROVAL / PAYMENT**

By signing below, Licensee authorizes Infor to proceed with the work set forth in this Change Order and bill Licensee per the payment terms set forth in the original Work Order for any additional Services fees.

THE PARTIES have executed this Change Order through the signatures of their respective authorized representatives.

INFOR: Infor(US),LLC	CUSTOMER:
Signature:  Signed by:  Jonathan Toomy  C2BF7E5FFFF2413	Signature:
Printed Name: Jonathan Toomey	Printed Name:
Title: Sr Operations Director	Title:
Address:	Address:
Signature Date: 14 October 2024   15:09:3	<sup>36</sup> Signature Date:



# **EXHIBIT B-2**



Invoice No 21101655-US0AB Invoice Date 07/31/2024

Due Date

Internal Ref.

08/15/2024 CLINV6318011

**Invoice** 

Bill to: Fort Bend County

301 Jackson Street Richmond, TX 77469

USA

Attn: County Auditor

**Deliver to:** Fort Bend County

500 Liberty Street Richmond, TX 77469

USA

Attn: Information Technology

Customer No.	Tax Reg. No.	Customer PO No.	Customer PO No. Currency Co		Engagement Name
6237-L		237176	USD	AGR.139962	Fort Bend County -AGR.139962- Workday Interface

Project	Resource	Date	Billing Role/ Expense Type	Task/ Expense Description	Units	Rate	Amount
32540893							
	Pradeep Raghava Reddy	07/01/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	1.00	95.00	95.00

TAX(Type PS - TX)

#### Remit to:

Infor (US), LLC NW 7418 PO Box 1450 Minneapolis, MN 55485-7418 USA Cash.Applications@Infor.com Wire to: Wells Fargo Bank ABA# 121000248 Acct. # 4124017351

Payment Terms: 15 Days

Special Instructions: For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total

Tax

0.00

USD 95.00

Total

95.00

Net

95.00



Invoice No 21095492-US0AB

Invoice Date 06/14/2024 **Due Date** 

Internal Ref.

06/29/2024 CLINV6311122

**Invoice** 

Bill to: Fort Bend County

301 Jackson Street Richmond, TX 77469

USA

Attn: County Auditor

**Deliver to:** Fort Bend County 500 Liberty Street Richmond, TX 77469

Attn: Information Technology

	`uetomor No	Tax Reg. No.	Customer PO No.	Currency	Contract No	Engagement Name
'	Justonner No.	rax iteg. ivo.	Customer FO No.	Currency	Contract No	Lingagement Name
	6237-L		237176	USD	AGR.139962	Fort Bend County -AGR.139962- Workday Interface

Project	Resource	Date	Billing Role/ Expense Type	Task/ Expense Description	Units	Rate	Amount
32540893							
	Pradeep Raghava Reddy	05/20/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	7.00	95.00	665.00
	Pradeep Raghava Reddy	05/21/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	8.00	95.00	760.00
	Pradeep Raghava Reddy	05/22/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	8.00	95.00	760.00
	Pradeep Raghava Reddy	05/23/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	8.00	95.00	760.00
	Pradeep Raghava Reddy	05/24/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	8.00	95.00	760.00
	Rajachidambaram Ganesan	05/27/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	7.00	95.00	665.00
	Rajachidambaram Ganesan	05/28/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
	Rajachidambaram Ganesan	05/29/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
	Rajachidambaram Ganesan	05/30/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
	Rajachidambaram Ganesan	05/31/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	7.00	95.00	665.00
	Vennila Giri	05/20/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	5.00	95.00	475.00
	Vennila Giri	05/21/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	5.00	95.00	475.00



Invoice No

Invoice Date

Due Date

Internal Ref.

21095492-US0AB 06

06/14/2024

06/29/2024 CLINV6311122

#### **Invoice**

Project	Resource	Date	Billing Role/ Expense Type	Task/ Expense Description	Units	Rate	Amount
	Vennila Giri	05/22/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	5.00	95.00	475.00
	Vennila Giri	05/23/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	5.00	95.00	475.00
	Vennila Giri	05/24/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	5.00	95.00	475.00
	Vennila Giri	05/27/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	3.00	95.00	285.00
	Vennila Giri	05/28/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	3.00	95.00	285.00
	Vennila Giri	05/29/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	3.00	95.00	285.00
	Vennila Giri	05/30/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	3.00	95.00	285.00
	Vennila Giri	05/31/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	3.00	95.00	285.00

TAX(Type PS - TX)

#### Remit to:

Infor (US), LLC NW 7418 PO Box 1450 Minneapolis, MN 55485-7418 USA Cash.Applications@Infor.com Wire to: Wells Fargo Bank ABA# 121000248 Acct. # 4124017351 
 Net
 Tax
 Total

 10,545.00
 0.00
 10,545.00

Payment Terms: 15 Days

Special Instructions: For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

Invoice Total

USD 10,545.00



Invoice No

Invoice Date

**Due Date** 

Internal Ref.

21100166-US0AB

07/12/2024

07/27/2024 CLINV6314954

#### **Invoice**

Bill to: Fort Bend County

> 301 Jackson Street Richmond, TX 77469

USA

Attn: County Auditor

**Deliver to:** Fort Bend County 500 Liberty Street Richmond, TX 77469

USA

Attn: Information Technology

Customer No.	Tay Reg. No.	Customer PO No.	Currency	Contract No.	Engagement Name
Customer No.	Tax Iteg. Ito.	oustonier i o ito.	Ourrency	Contract No	
6237-L		237176	USD	AGR.139962	Fort Bend County -AGR.139962- Workday Interface

Project	Resource	Date	Billing Role/ Expense Type	Task/ Expense Description	Units	Rate	Amount
32540893							
INT01	Vennila Giri 3	06/24/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
INT01	Vennila Giri 3	06/25/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
INT01	Vennila Giri 3	06/26/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	6.00	95.00	570.00
INT01	Vennila Giri 3	06/27/2024	COE Consultant, Sr.	COE Sr Consultant Offshore	7.00	95.00	665.00

TAX(Type PS - TX)

#### Remit to:

Infor (US), LLC NW 7418 PO Box 1450 Minneapolis, MN 55485-7418 USA Cash.Applications@Infor.com Wire to: Wells Fargo Bank ABA# 121000248 Acct. # 4124017351

Net Total Tax 2,375.00 0.00 2,375.00

Payment Terms: 15 Days

**Special Instructions:** For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@Infor.com

**Invoice Total** 

USD 2,375.00