

AMENDMENT NO. 5
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF GLENDALE AND
INFOR PUBLIC SECTOR, INC.
(Contract No. C-4543)

This Amendment No. 5 ("Amendment") to the Service and Maintenance Agreement ("Agreement") is made this _____ day of _____, 2022, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Infor Public Sector, Inc., a California corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Hansen Information Technologies, Inc. ("Contractor") previously entered into a Service and Maintenance Agreement, Contract No. C-4543, dated October 23, 2002 ("Agreement"); and
- B. On October 23, 2018, the City and Infor Public Sector, Inc. (formerly Hansen Information Technologies, Inc.) entered into Amendment No. 1, which extended the term of the agreement through November 20, 2019 and authorized payment of 2 invoices totaling \$106,348.60.
- C. On November 12, 2019, the parties entered into Amendment No. 2, to this Agreement, which extended its term through November 30, 2022 and authorized compensation up to \$93,521.13.
- D. On February 9, 2021, the City and Contractor entered into Amendment No. 3, which extended the term of the Agreement through November 30, 2021 and authorized expenditures of up to \$57,429.00 for Contractor's services.
- E. On September 28, 2021, the parties again extended the term of this Agreement for a one-year period through November 30, 2022 and increased the compensation to a not to exceed amount of \$53,252.00, to pay for the invoice attached to Amendment No. 4.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from December 1, 2022 through November 30, 2023, unless otherwise terminated or

canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** No changes to the Scope of Work.
4. **Compensation.** The City will pay Contractor up to Fifty-four thousand three hundred seventeen dollars (\$54,317) for Contractor's services as described in the invoice attached as Exhibit A to this Fifth Amendment. The parties acknowledge and agree that this amount is in addition to all amounts previously expended by the City as compensation for Contractor's services.
5. **Insurance Certificate.** Current certificate will expire on November 30, 2022. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Infor Public Sector, Inc.,
a California corporation


By: Edward Foley
Its: Manager, Infor Subscription Services



Invoice	Invoice Date	Due Date
P - 7302-US06A	07/21/2022	10/31/2022

Invoice

Bill to: City of Glendale
 Building Safety Department
 5850 W Glendale Avenue
 Glendale, AZ 85301
 USA
 Attn: Marcella Maulfair

Deliver To: City of Glendale
 PLANNING DEPARTMENT
 5850 W Glendale Avenue, Suite 210
 Glendale, AZ 85301
 USA
 Attn: License Site

Customer No.	Tax Reg. No.	Customer PO No.	Currency
372299			USD Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
Hansen 7.x - OLE Container	Glendale	PROD	1	1	12/01/2022	11/30/2023
Hansen 7.x - Construction & Use Permits	Glendale	PROD	1	85	12/01/2022	11/30/2023
Hansen 7.x - Code Enforcement	Glendale	PROD	1	15	12/01/2022	11/30/2023

TAX(Type RE - AZ)

For renewal questions, please contact Shawna Wagner, Subscription Services Manager
 Phone: +14704815238
 Email: Shawna.Wagner@infor.com

Remit to:

Infor Public Sector, Inc.
 P.O. Box 854213
 Minneapolis, MN 55485-4213
 USA
 Cash.Applications@infor.com
 EFT: Wells Fargo Bank
 ABA #: 121000248
 Account #: 4121484505

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
50,061.67	4,255.24	54,316.91

Payment Terms: See Due Date.

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

Invoice Total:	USD	54,316.91
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13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal Tax ID. # 94-2913642

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details