

C-4543-7

AMENDMENT NO. 7
SERVICE AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF GLENDALE AND
INFOR PUBLIC SECTOR, INC.
(City of Glendale, Contract No. C-4543)

This Amendment No. 7 (“Amendment”) to the Service and Maintenance Agreement (“Agreement”) is made this **10th day of December, 2024**, (“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 and Hansen Information Technologies, Inc. ("Contractor") previously (“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 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 Amendment No. 2, to this Agreement, which extended its term through November 30, 2020, and authorized compensation up to \$93,521.13.
- D. On February 9, 2021, the City and Contractor entered 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 by \$53,252.00, to pay for the invoice attached to Amendment No.4.
- F. On October 25, 2022, the parties again extended the term of this Agreement for a one-year period through November 30, 2023, and increased the compensation by \$54,317.00, to pay for the invoice attached to Amendment No.5.
- G. On December 1, 2023, the parties again extended the term of this Agreement for period of one-year through November 30, 2024, and increased the compensation by \$55,403.25 to pay the invoice attached to Amendment No. 6.
- H. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

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.** Pursuant to Section 4 of the Agreement, the term of the Agreement may only be extended for a one (1) year period. Accordingly, the term of the Agreement is hereby extended for a one-year period from December 1, 2024 through November 30, 2025. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The City will pay the Contractor up to fifty-six thousand five hundred twelve dollars (\$56,512) for services described in Exhibit A. The parties acknowledge and agree that this amount is in addition to all amounts previously expended by the City.
5. **Insurance Certificate.** Current certificate will expire on December 1, 2024. 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **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.
10. **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.

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

DocuSigned by:
Edward Foley 11/26/2024
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By: Edward Foley
Its: Sr. Manager, Infor Subscription
Services
