



## AGENDA REPORT

**Meeting Date:** November 19, 2013  
**Item Number:** D-13  
**To:** Honorable Mayor & City Council  
**From:** Fred Simonson, Maintenance Operations Manager  
**Subject:** APPROVAL OF A PURCHASE ORDER TO INFOR PUBLIC SECTOR, INC. FOR ANNUAL SUPPORT OF THE HANSEN ASSET MANAGEMENT SOFTWARE AND SYSTEM SUPPORT IN AN AMOUNT NOT TO EXCEED \$72,210.72

**Attachments:** 1. Agreement No. 513-09

---

### **RECOMMENDATION**

It is recommended that the City Council move to approve the purchase order to Infor Public Sector, Inc. for Hansen annual support services in an amount not to exceed \$72,210.72.

### **INTRODUCTION**

In February, 2009, the City entered into an Agreement with Hansen Information Technologies/Infor for software support for the City's asset management program. The perpetual agreement is contingent upon the City paying the annual support fees for licenses and maintenance. The current total is \$72,210.72 for the period ending September 30, 2014.

### **DISCUSSION**

The Public Works Services Department has committed to a comprehensive asset management program to provide the information for managers to make informed decisions and provide efficient service delivery. The Hansen software is now an integral part of Public Works Services daily operations and staff will continue to enhance their capabilities through Hansen.

**FISCAL IMPACT**

Funds for this purchase order were approved in CIP No.0896 – Public Works Asset Management System – A combination of funds from Fund 41 (Information Technology), Fund 80 (Water Enterprise), Fund 81 (Parking Operations), Fund 84 (Wastewater Enterprise), and Fund 85 (Stormwater Enterprise).

Don Rhoads  
Finance Approval



George Chavez  
Approved By



# **Attachment 1**

**SOFTWARE SUPPORT AGREEMENT**

**SOFTWARE SUPPORT AGREEMENT**

AGREEMENT NUMBER:

\*\*\*\*NON-STANDARD AGREEMENT\*\*\*\*

THIS SOFTWARE SUPPORT AGREEMENT (the "Support Agreement") is made between Hansen Information Technologies, an Infor company ("Infor") and City of Beverly Hills, CA ("Licensee") as of the Effective Date. The parties agree as follows:

1. Incorporation By Reference. Sections 1 (Definitions), 7 (Confidential Information), 10 through 14 (Notices, Force Majeure, Assignment, No Waiver and Choice of Law, Severability, respectively), and 16 through 18 (Compliance with Laws, Audit Rights and Miscellaneous, respectively) of the License Agreement are incorporated into this Support Agreement by this reference as fully as if written out below. If any provision incorporated by reference from the License Agreement conflicts with any provision of this Support Agreement, the provision of this Support Agreement will control.

2. Additional Definitions.

(a) "Contract Period" means, as applicable, the Initial Term or the Renewal Period for which Licensee has paid the applicable fee for Support.

(b) "Initial Term" means, with respect to the Component Systems specified in an Order Form, the twelve-month period beginning on the Order Form Date, unless otherwise specified in the Order Form.

(c) "Renewal Period" means, as applicable, each successive twelve-month period following the Initial Term.

(d) "License Agreement" means the Software License Agreement entered into between the parties as of the Effective Date.

3. Services.

(a) Types of Services. Subject to Licensee paying the applicable fee for Support hereunder for a particular Component System, Infor shall (a) provide Licensee with access (via the Internet, telephone or other means established by Infor) to Infor's support helpline, (b) provide, when and if generally available, updates, enhancements or modifications to the then-current, general release version of such Component System that are not separately priced or licensed as new products; and (c) use reasonable efforts to correct or circumvent Documented Defects (the foregoing referred to collectively as "Support").

(b) Third Party Products. With respect to Third Party Products, Infor's provision of Support will be limited to providing Licensee with the support that the Third Party Licensor provides to Infor for such Third Party Products.

(c) Restrictions. Infor shall have no obligation to provide Support if Licensee fails to pay the applicable fees hereunder or is otherwise in breach of this Support Agreement. Infor shall have no obligation to provide Support for any Component System on any hardware or

systems software configuration other than the Equipment, or if the Component System has been modified other than in accordance with this Support Agreement. In addition, Licensee agrees to provide Infor with access to such facilities and equipment as are reasonably necessary for Infor to perform its obligations hereunder, including remote access to the Equipment. Support provided hereunder does not include related services, if any, required by Licensee, including, without limitation, installation or implementation of the Component System or any updates, enhancements or modifications thereto.

\*\*\*\*NON-STANDARD\*\* 4. Payment and Taxes.

(a) Support Fees. For annual Support of the Component Systems specified on an Order Form, Licensee will pay Infor the Support Fee specified in the Order Form, which will be subject to successive increases on an annual basis (starting with the first Renewal Period) not to exceed the "Annual Escalation Percentage Cap" (as specified in the Order Form). If the Initial Term is less than 12 months, the fee for the Initial Term of Support will be prorated accordingly. Payment of the applicable fee for any Renewal Period of Support is due prior to the commencement of such Renewal Period. All payments hereunder are non-refundable.

(b) Taxes. Licensee is responsible for paying all taxes (except for taxes based on Infor's net income or capital stock) relating to this Support Agreement or the services or payments provided for hereunder. Applicable tax amounts (if any) are not included in the fees set forth in this Support Agreement or the applicable Order Form. Infor will invoice Licensee for any applicable tax amounts.

(c) Invoices and Late Charges. Licensee will pay each Infor invoice for annual Support, and each Infor invoice for expenses approved by Licensee, within thirty (30) days of the date of such invoice. Payments that are made more than sixty (60) days after such invoice date are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law.

\*\*\*\*NON-STANDARD\*\*5. Term. With respect to each Component System specified on an Order Form, the term of this Support Agreement shall begin on the Order Form Date and end on the last day of the Initial Term, and renew upon mutual written agreement of the parties and payment of the applicable fee prior to the commencement of any renewal period.

6. Disclaimer of Warranties. Licensee acknowledges and agrees that INFOR MAKES NO WARRANTIES

WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY SUPPORT AND/OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT, AND THAT INFOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, INFOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY SUPPORT WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION OTHER THAN THE EQUIPMENT.

7. **Termination.** If either party materially breaches any material obligation in this Support Agreement (including, without limitation, any obligation to pay fees hereunder), and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, the other party may terminate this Support Agreement. Notwithstanding the foregoing, to the extent such material breach cannot be remedied through efforts of the breaching party, the other party has the right to terminate this Agreement on less than thirty days' written notice. Notice to Infor of a suspected Documented Defect will not constitute a notice of termination of this Support Agreement. Termination of this Support Agreement will be without prejudice to the terminating party's other rights and remedies hereunder. Termination of this Support Agreement shall also terminate all Order Forms hereunder but only insofar as such Order Forms relate to Support. For the avoidance of doubt, termination of this Support Agreement shall not terminate licenses granted pursuant to the License Agreement unless such licenses are terminated pursuant to the terms of the License Agreement. Termination of this Support Agreement will not relieve either party from making payments which may be owing to the other party hereunder.

8. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF INFOR.** THE TOTAL LIABILITY OF INFOR, ITS AFFILIATES AND THIRD PARTY LICENSORS IN CONNECTION WITH SUPPORT

OR ANY OTHER MATTER RELATING TO THIS SUPPORT AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT LICENSEE ACTUALLY PAID TO INFOR FOR SUPPORT FOR THE TWELVE-MONTH CONTRACT PERIOD IN WHICH SUCH LIABILITY FIRST AROSE.

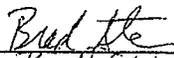
(b) **EXCLUSION OF DAMAGES.** IN NO EVENT SHALL INFOR, ITS AFFILIATES OR THIRD PARTIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER INFOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

9. **Entire Agreement.** This Support Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document, which may be issued by Licensee in connection with this Support Agreement does not modify this Support Agreement. No modification of this Support Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Support Agreement; provided, however, that a modification mutually agreed to pursuant to a click-thru or click-wrap agreement delivered by Infor will be effective. This Support Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original Support Agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Support Agreement and all Order Forms entered into pursuant hereto may be signed in counterparts.

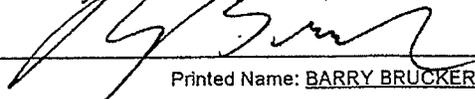
THE PARTIES have executed this Support Agreement through the signatures of their respective authorized representatives.

Effective Date: 02/03/09

**Hansen Information Technologies, an Infor company**

Signature:   
Printed Name: Brad Steiner  
Title: VP and Deputy General Counsel  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature Date: 1/13/09

**LICENSEE: City of Beverly Hills, CA**

Signature:   
Printed Name: BARRY BRUCKER  
Title: MAYOR OF THE CITY OF BEVERLY HILLS  
Address: 455 North Rexford Drive  
Address: Beverly Hills, California 90210  
Signature Date: 02/03/09

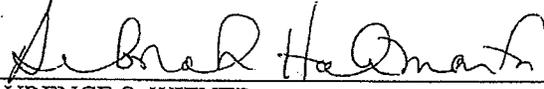
[Signatures

continue]

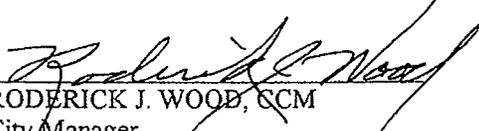
ATTEST:

  
\_\_\_\_\_  
BYRON POPE (SEAL)  
City Clerk

APPROVED AS TO FORM:

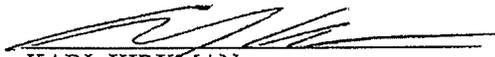
  
\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
RODERICK J. WOOD, CCM  
City Manager

  
\_\_\_\_\_  
DAVID D. GUSTAVSON  
Director of Public Works & Transportation

  
\_\_\_\_\_  
DAVID SCHIRMER  
Chief Information Officer

  
\_\_\_\_\_  
KARL KIRKMAN  
Risk Manager

# **Attachment 2**



Invoice	Invoice Date	Due Date
P - 2031-US06A	07/17/2013	10/01/2013

## Invoice

**Bill to:** CITY OF BEVERLY HILLS  
 455 NORTH REXFORD DRIVE  
 BEVERLY HILLS, CA 90210-4817  
 USA  
 Attn: NICOLE MCCLINTON

**Deliver To:** CITY OF BEVERLY HILLS  
 455 NORTH REXFORD DRIVE  
 BEVERLY HILLS, CA 90210-4817  
 USA  
 Attn: LICENSE SITE

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
372586			USD	Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
Hansen 8 - Customer Service	372586	1	25	11/01/2013	10/31/2014	5,807.39
Hansen 8 - GeoAdministrator	372586	1	1	11/01/2013	10/31/2014	5,049.90
Hansen 8 - Plant	372586	1	5	11/01/2013	10/31/2014	3,761.71
Hansen 8 - Sewer	372586	1	5	11/01/2013	10/31/2014	4,409.45
Hansen 8 - Work Management	372586	1	34	11/01/2013	10/31/2014	12,519.18
Hansen 8 - Storm	372586	1	8	11/01/2013	10/31/2014	5,164.87
Hansen 8 - Street	372586	1	9	11/01/2013	10/31/2014	5,611.11
Hansen 8 - Water	372586	1	8	11/01/2013	10/31/2014	5,682.12
Hansen 8 - Inventory Control	372586	1	34	11/01/2013	10/31/2014	5,207.66
Hansen 8 - Asset Analysis	372586	1	20	11/01/2013	10/31/2014	12,861.69
Hansen 8 - Asset Management for Utilities	372586	1	9	11/01/2013	10/31/2014	6,135.64
<del>Hansen Dynamic Portal for Customer Service</del>	<del>372586</del>	<del>1</del>	<del>1</del>	<del>11/01/2013</del>	<del>10/31/2014</del>	<del>3,370.80</del>

TAX(Type RE - CA)

Carry Forward

~~75,684.62~~  
 72210.72



Invoice	Invoice Date	Due Date
P - 2031-US06A	10/28/2013	Due Upon Receipt

# Invoice

**Bill to:** CITY OF BEVERLY HILLS  
 455 NORTH REXFORD DRIVE  
 BEVERLY HILLS, CA 90210-4817  
 USA  
 Attn: NICOLE MCCLINTON

**Deliver To:** Beverly Hills, City of  
 445 N. Rexford Drive  
 Beverly Hills, CA 90210  
 USA

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
372586			USD	Maintenance Renewal

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Amount
Hansen 8 - Customer Service	372586	1	25	11/01/2013	10/31/2014	5,807.39
Hansen 8 - GeoAdministrator	372586	1	1	11/01/2013	10/31/2014	5,049.90
Hansen 8 - Plant	372586	1	5	11/01/2013	10/31/2014	3,761.71
Hansen 8 - Sewer	372586	1	5	11/01/2013	10/31/2014	4,409.45
Hansen 8 - Work Management	372586	1	34	11/01/2013	10/31/2014	12,519.18
Hansen 8 - Storm	372586	1	8	11/01/2013	10/31/2014	5,164.87
Hansen 8 - Street	372586	1	9	11/01/2013	10/31/2014	5,611.11
Hansen 8 - Water	372586	1	8	11/01/2013	10/31/2014	5,682.12
Hansen 8 - Inventory Control	372586	1	34	11/01/2013	10/31/2014	5,207.66
Hansen 8 - Asset Analysis	372586	1	20	11/01/2013	10/31/2014	12,861.69
Hansen 8 - Asset Management for Utilities	372586	1	9	11/01/2013	10/31/2014	6,135.64

TAX(Type RE - CA)

Carry Forward 72,210.72



Invoice	Invoice Date	Due Date
P - 2031-US06A	10/28/2013	Due Upon Receipt

# Invoice

Description	Location	QTY	Users	Maintenance Begin Date	Maintenance End Date	Carry Forward	Amount
							72,210.72

For renewal questions, please contact Shawwna Wagner, Maintenance Business Manager  
 Phone: +1 (916) 474-5041  
 Email: Shawwna.Wagner@infor.com

**Remit to:**

Infor Public Sector, Inc.  
 4213 Solutions Center  
 Lockbox 774213  
 Chicago, IL 60677-4002  
 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:
72,210.72	0.00	72,210.72

This is a computer generated document, no signature required.

**Payment Terms:**

See Due Date.

**Special Instructions:**

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

**Invoice Total:**

USD	72,210.72
-----	-----------

13560 Morris Rd - Ste 4100 Alpharetta, GA 30004 USA  
 678-319-8000 Federal Tax ID. # 94-2913642