



**AMENDMENT NO. 3 TO THE SERVICES AGREEMENT BETWEEN LAKE HAVASU CITY
AND CHERRYROAD TECHNOLOGIES INC. DATED NOVEMBER 28, 2017**

This Amendment No. 3 to Services Agreement dated November 28, 2017 ("Amendment") is entered into as of June 16, 2020 ("Effective Date"), by and between Lake Havasu City ("City") and CherryRoad Technologies Inc. ("CherryRoad"), together ("the Parties").

RECITALS: The Parties entered into a Services Agreement dated November 28, 2017 ("Agreement"). The City has subsequently requested additional support services related to the ERP System Implementation Services and this Amendment is necessary to add those services, as more fully described in the Scope of Work ("SOW") attached hereto as Exhibit 1.

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, hereby amend the Agreement as follows:

1. SUPPORT SERVICES

The SOW is hereby adopted and made part of the Agreement. The scope of support services to be provided by CherryRoad pursuant to such SOW will be invoiced in accordance with the terms contained in the SOW.

2. IMPACT SUMMARY

Impact	
Scope	CherryRoad will provide remote support as needed to City
Contingency	None
Schedule	None
Cost	\$30,000 for a block of 240 hours

3. Approval of this Amendment is an indication that CherryRoad is authorized to perform the described activities. Changes resulting from this Amendment will constitute the entire agreement between the Parties with respect to its subject matter. This Amendment is separate and independent from any other deliverables unless explicitly stated within this Amendment. This Amendment supersedes all prior or contemporaneous agreements, representations, or understandings, written or oral, explicit or implied, concerning the subject matter of this Amendment.

4. Except as expressly amended herein, all other terms and conditions of the Agreement (together with any prior amendments) 1 shall remain in full force and effect.

CHERRYROAD TECHNOLOGIES INC.

Signature

Print Name & Title

LAKE HAVASU CITY

Signature

Jess Knudson, City Manager
Print Name & Title

Exhibit 1 - Statement of Work Application Support

Consultant:	CherryRoad Technologies Inc.
Date:	June 16, 2020
Client:	City of Lake Havasu

Estimated Project Start Date

On June 16, 2020

Estimated Project End Date

On June 15, 2021

Assigned Project Team

Name of Staff	Role	Responsibility	Budgeted Hours
Cherry Road Managed Support	Oracle HCM Support	Support Hours for Oracle HCM Cloud Managed Services Team	240 Hours

Project Type

☒ Time & Materials or ☐ Fixed Bid

Cost Breakdown

- Hourly rate for Oracle HCM Cloud Managed Services Team Support is \$125/hour. This includes any project management/administrative hours needed to facilitate the execution of this contract (i.e. bi-weekly or monthly status reporting, etc.)
- All work will be remote.
- Engagement begins on June 16, 2020 and expires on June 15, 2021.
- Engagement duration is up to 12 months.
- Total fee (based on the budgeted hours) is \$30,000.

Project Assumptions

- At the direction of City of Lake Havasu, CherryRoad provide post-production functional and technical support for the Oracle HCM applications.

- Upon request from the ServiceNow ticket CRT will work to resolve the reported issue or support request.
- Prior to any work commencing for this application support SOW a time tracking code will be created and all time worked toward the application support will be tracked in this code.
- It is anticipated that City of Lake Havasu will perform typical Tier 1 support (i.e. password resets). This SOW is to provide Tier 2 and Tier 3 support for the HCM applications.
- This engagement will use CherryRoad's application support helpdesk (ServiceNow) to log and manage helpdesk tickets submitted by City of Lake Havasu.
- City of Lake Havasu will provide the necessary resources and protocols to ensure that CherryRoad is compliant with City of Lake Havasu processes and procedures.
- City of Lake Havasu will provide the necessary administrative support required to set up meetings, and other logistics required to complete the services remotely as outlined in this Statement of Work.
- It is assumed that all of this support will be provided remotely.
- Unused budgeted hours will be available for use by the City of Lake Havasu as needed. At the one year anniversary of this SOW, any remaining unused hours will automatically expire.
- Any expansion of scope beyond that defined in this SOW will be handled via a change control process.

Master Agreement

With the exception of the items listed below, this Statement of Work is governed by the terms and conditions of the Master Services Agreement dated November 28, 2017 ("Agreement") between the City of Lake Havasu and CherryRoad r:

Each party, and each person signing on behalf of a party, represents and warrants that it, he or she has full legal capacity and authority on its own behalf and on behalf of its predecessors, successors, and assigns heretofore and hereafter, to enter into and perform the respective obligations under this Agreement without any additional consent or approval.

This Agreement shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.

Master Agreement exceptions

Payment Terms –CherryRoad will invoice the City of Lake Havasu for the budgeted hours upon signing of this SOW.

This Statement of Work shall be binding upon, and inure to the benefit of the parties hereto, their representatives, employees, agents, independent contractors, successors and assigns.

CherryRoad Technologies Inc.
("Consultant")

City of Lake Havasu
("Client")



By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: Jess Knudson

Title: City Manager

Date: 6.23.20