



Contract Number

21-452 A5

SAP Number

Innovation and Technology Department

Department Contract Representative	<u>Jeremiah Thomas</u>
Telephone Number	<u>(909) 388-0641</u>
Contractor	<u>Logicalis, Inc.</u>
Contractor Representative	<u>Matt Taylor</u>
Telephone Number	<u>(949) 973-0184</u>
Contract Term	<u>6/22/21 – 6/21/2026</u>
Original Contract Amount	<u>NTE \$2,850,000</u>
Amendment Amount	<u>N/A</u>
Total Contract Amount	<u>NTE \$2,850,000</u>
Cost Center	<u>1201004048</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 5 CONTRACT NO. 21-452 SERVICENOW SOFTWARE LICENSES AND SERVICES

This Amendment No. 5 ("Amendment") is made by and between Logicalis, Inc. (Logicalis) and San Bernardino County ("Customer") effective as of June 10, 2025, and modifies the terms of Agreement No. 21-452 executed between the parties as of June 22, 2021 ("Agreement").

WHEREAS, the parties previously entered into the Agreement, which included in Exhibit A, a Statement of Work (SOW) to provide certain Services described therein;

WHEREAS, the Services are approximately 90% complete, however, the parties have differing views regarding the completion of certain activities in the SOW; and

WHEREAS, the parties now desire to set forth a mutually agreeable framework and parameters necessary to complete the remaining work.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties agree as follows:

1. **Purpose.** This Amendment is entered into to address disputes concerning the outstanding project activities and deliverables under the SOW and to stipulate the remaining services to be performed under the SOW and the conditions for doing so. This Amendment shall be interpreted in conjunction with the SOW. All terms not defined herein shall have the meaning ascribed to them in the SOW.
2. **Acknowledgement of Prior Work.** Customer hereby agrees that all Services performed by Logicalis prior to and through the Effective Date are accepted and fully completed, except for the Remaining Services to be performed under the SOW as specifically set forth in Exhibit A attached hereto and incorporated herein to this Amendment.
3. **Remaining Scope of Services.** Upon receipt of the First Installment payment set forth in Section 4 below, Logicalis agrees to perform the Remaining Services in accordance with the schedule for the same as set forth in Exhibit A ("Remaining Services"). The Remaining Services clarifies the existing items not performed, activities Logicalis has agreed to reperform, and other attendant services Logicalis is agreeing to provide under the SOW.
4. **Modified Payment Terms.** In consideration for Logicalis to perform the Remaining Services, notwithstanding payment terms in the SOW, the parties agree to the following modified payment structure for the remaining amounts owed under the SOW:
 - First Installment: 50% of the total remaining amount owed under the SOW (in the amount of \$118,707.19) due upon execution of this Addendum.
 - Second Installment: The remaining 50% of the total amount owed (in the amount of \$118,707.19) shall be invoiced by Logicalis upon the successful completion of the Remaining Services and acceptance procedures as set forth in the SOW.
5. **Miscellaneous.** Except as specifically modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict or inconsistency between the terms of the SOW and this Amendment, the terms of this Amendment shall prevail with respect to the matters addressed herein. This Amendment may only be modified by a written instrument signed by authorized representatives of both parties.
6. **Full Force and Effect:** The Agreement, as amended by this Amendment, remains in full force and effect.
7. **Capitalized Terms:** Any capitalized term used but not defined in this Amendment shall have the meaning given to it in the Agreement.
8. **Counterparts:** This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and as such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

►

Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: JUN 10 2025

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By



Deputy

Logicalis

(Print or type name of corporation, company, contractor, etc.)

By

Nicholas Whiting
Nicholas Whiting, President

(Authorized signature - sign in blue ink)

Name Nicholas Whiting

(Print or type name of person signing contract)

Title Sr. Director of Services Lifecycle and Transformation

(Print or Type)

Dated: 06/04/2025

Address 2600 W Big Beaver Rd Suite 150

Troy, MI 48084

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Kaleigh Ragon

Kaleigh Ragon, Deputy County Counsel

Date 06/04/2025

Reviewed for Contract Compliance

►

Date _____

Reviewed/Approved by Department

►

Date _____

EXHIBIT A-REMAINING SERVICES

This Exhibit A outlines the comprehensive scope of services, deliverables, and project timeline for the Remaining Services.

<u>Schedule</u>	<u>Logicalis Activities</u>	<u>Customer Activities</u>
Week 0	Confirm acceptance of project plan and remaining services to be performed and mobilize to assign resources.	
Week 1	One (1) 2-hour session with Customer to focus on the Cost Management module	Assign appropriate personnel and participate in the planning session.
Weeks 2-5	Based on Customer provided stories, Logicalis will identify what needs to be configured, changed, or achieved within ServiceNow to accomplish those requirements.	<ul style="list-style-type: none">- Assign appropriate personnel and participate in the work shop with Logicalis to assist with story creation.- Provide requirements for the configuration items and stories stated herein by end of Week 5.
Week 6	Provide one (1) 2 hour final review meeting before entering sprints to validate the facts, details, and requirements to provide the desired end result.	Assign appropriate personnel and participate in the final review meeting.
Week 7	One (1) 2 week sprint for the Change module and Problem module.	
Week 8		Customer to provide UAT during this period and will perform required testing, document in writing any defects or discrepancies, and provide feedback or necessary adjustments. If none, then provide acceptance.
Week 9	One (1) 2 week sprint for the Cost and Procurement/Stockroom Modules.	
Week 10		Customer to provide UAT during this period and will perform required testing, document in writing any defects or discrepancies, and provide feedback or necessary adjustments.. If none, the provide acceptance.
Week 11	Correct defects, if applicable, documented by Customer resulting from Customer's UAT in Weeks 8 and 10.	
Week 12	One (1) week delay, submit change control to Customer for approval.	
Week 13	Production Go Live	
Week 14	Provide support not-to-exceed 20 hours during this one-week period. Update Deliverable. Configured Items Document	
Week 15	Closure	Provide acceptance of project.

Additional Remaining Services Terms

- For purposes of this Exhibit, "Week 0" means the Monday of the week when both parties mutually agree in writing (email is acceptable) to commence the Schedule for the Remaining Services. Notwithstanding the foregoing, this written agreement must be reached, and the schedule initiated, within 90 days of receiving the First Installment Payment.
- All time-based activities (such as workshops, sprints, or support periods) will be performed during a Logicalis Standard Workday.
- The parties agree to make resources and personnel available, as needed, so that Logicalis can perform the activities and complete the deliverables (if any) by the end of the designated week. If a milestone, activities, or deliverable cannot be completed within the specified week due to unforeseen circumstances, on a one-time basis, the parties may request a one-week extension of the Scheduled Week at no cost, any requests beyond that to

change the Schedule once established will require a PCR and may result in a cost impact due to rescheduling resources.

- d. Without limiting or modifying the generality of the Customer requirements and assumptions stated in the SOW, for purposes of the Remaining Services, Customer agrees to provide all information and documents that Logicalis requests by the end of Week 5 of the Schedule. Customer's failure to provide requested information by the end of Week 5 shall result in the balance of the Remaining Services being deemed completed and accepted by Customer.