

**AMENDMENT NO. 3 TO AGREEMENT NO. 47652  
BETWEEN  
THE LOS ANGELES DEPARTMENT OF WATER AND POWER  
AND  
WORKDAY, INC.**

**THIS AMENDMENT NO. 3** (Amendment) to Agreement 47652 (Agreement) is made and entered into by and between the City of Los Angeles, acting by and through the Los Angeles Department of Water and Power, a municipal corporation (hereinafter “LADWP”), and Workday, Inc., a Delaware corporation (hereinafter “Workday”). Individually, LADWP and Workday are referred to under this Amendment as “Party” and collectively as the “Parties.”

**WHEREAS**, the Parties have entered into the Agreement wherein Workday agreed to provide LADWP with cloud-based, Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) subscription licenses, integration/implementation services, and ongoing maintenance and support services as part of a two-phase ERP system project for a not-to-exceed amount of \$131,582,518 and a term of five years effective April 12, 2021, all of which is more specifically described in the Agreement; and

**WHEREAS**, the Agreement not-to-exceed amount originally included a 25 percent contingency in the amount of \$26,316,504 for unforeseen professional and subscription services related to the general scope of the Agreement of which \$21,983,021 was authorized by LADWP for a one-year extension to both project phases and an unanticipated subscription service resulting in a remaining contingency amount of \$4,333,483; and

**WHEREAS**, LADWP determined that Amendment No. 1 was necessary to reallocate \$12,294,432 in optional professional and subscription services that were deemed not necessary to the contingency, resulting in a contingency amount of \$16,627,915 but did not extend the term nor increase the not-to-exceed amount of the Agreement; and

**WHEREAS**, LADWP authorized the use of \$14,783,047 from the amended contingency amount for a six-month extension of the implementation date of the human resources and payroll phase of the ERP system project and for post go-live application management services resulting in a remaining contingency amount of \$1,844,868; and

**WHEREAS**, LADWP determined that Amendment No. 2 was necessary to increase the not-to-exceed amount by \$26,361,545 from \$131,582,518 to \$157,944,063 to extend the professional services for the financial management phase of the ERP system project through the original term of the Agreement and replenish the contingency amount for unforeseen expenses while preparing a separate amendment to extend the term and the not-to-exceed amount to complete the financial management phase that would require City Council approval; and

**WHEREAS**, the Parties have agreed to amend the Agreement to increase the term by three years, from five years to eight years, and increase the not-to-exceed amount by \$27,823,336, from \$157,944,063 to \$185,767,399, in order to complete the financial

management phase of the ERP system project, provide for post go-live application management services, cover three additional years of required subscription services, and authorize some subsequent optional professional and subscription services that LADWP will consider after the financial management phase.

**NOW, THEREFORE, BE IT RESOLVED** that for good and valuable consideration including the mutual exchange of promises, the Parties agree to amend the Agreement, all prior amendments (Amendment No. 1 and Amendment No. 2), and all prior administrative amendments as follows:

1. Article 2.1, Term of the Agreement, is hereby amended to read:

The term of this Agreement shall commence upon execution of this Agreement by all Parties hereto and shall terminate in eight (8) years unless extended by mutual agreement of the Parties, subject to LADWP receiving any required approvals for such extension. Performance of the Professional Services shall not begin until the Consultant has obtained LADWP approval of insurance required herein and an authorized Task Order has been issued. The SOW is for deployment of components of the ERP SaaS solution: as more particularly described in Exhibit D. Consultant shall not proceed with the work under the SOW until LADWP has issued to Consultant a Task Order for such work. Any work performed under the SOW for which LADWP has not issued a Task Order shall be at Consultant's own risk. The Parties acknowledge that the Subscription Order Form, Exhibit F, includes optional SaaS components. It is expressly understood and agreed that LADWP may elect in its sole discretion not to purchase any or all components identified as optional or work associated with implementation of such components and is therefore under no obligation to purchase a subscription for any component identified as optional in Exhibit F or to issue a Task Order for work described in Exhibit D to implement such optional component.

2. Article 4.1.1, Not-to-Exceed Amount, is hereby amended to read:

The total compensation that may be paid to the Consultant by LADWP under this Agreement shall not exceed one hundred eighty-five million, seven hundred sixty-seven thousand, three hundred ninety-nine dollars (\$185,767,399), unless amended in accordance with Article 10.1.

An eleven million, one hundred seventeen thousand, one hundred seventy-seven dollar (\$11,117,177) contingency amount ("Contingency") is designated in the total compensation for unforeseen Professional and Subscription Services related to the general scope of this Agreement which may be utilized by LADWP through authorized Task Orders.

3. In conjunction with Change Order No. 1 (and task order Wkdy.T001-01), Change Order No. 2 (and task order Wkdy.T002-00), Change Order No. 3 (and task order Wkdy.T004-00), Change Order No. 4 (and task order Wkdy.T005-00), Amendment No. 2, and this Amendment No. 3, the Total Authorized Contract Expenditure table in Article 4.1.2, Authorized Expenditures, is hereby amended to read:

**Total Authorized Contract Expenditure**

<b>Professional Services Phase 1 (HCM, Payroll)</b>	\$68,125,880
<b>Professional Services Phase 2 (Financials)</b>	\$61,345,383
<b>Subscription Services (HCM, Payroll, Financials)</b>	\$32,187,485
<u>Subscription rights:</u> Human Capital Management, Talent Optimization Add On, Help, Peakon Employee Voice, Cloud Connect for Benefits, Recruiting, Financial Planning, Core Financials, Grants Management, People Analytics, Prism Analytics, Projects, Project Billing, Time Tracking, Expenses, Procurement, Payroll for United States, Extend Professional, Workday Success Plan – Accelerate Plus	
<b>Training</b>	\$1,764,652
<b>Application Management Services</b>	\$5,197,198
<b>Optional Professional Services</b>	
SOW Appendix G: Financial Planning	\$3,469,661
SOW Appendix H: Training Staffing Augmentation	\$859,963
SOW Appendix I: Prism Analytics – 10 Add. Use Cases	\$750,000
SOW Appendix J: Workday Help	\$350,000
<b>Optional Subscription Services</b>	
Additional non-production tenant(s)	\$600,000
<b>Contingency</b>	\$11,117,177
<b>Not-to-Exceed Amount</b>	\$185,767,399

4. The narrative portion above the two payment tables within Subsection 4.2 of Section 4, Fees, on page D9 of Exhibit D, Statement of Work, is hereby amended to read:
- 4.2 The fixed fees due Workday for the Professional Services under this SOW are \$129,471,263. Project related travel expenses are included in the fees. Each milestone event signoff will trigger the Workday invoicing process. The deployment start date is April 12, 2021.

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5. The Phase 2 – Financials Milestone Payment Table starting on page D12 within Subsection 4.2 of Section 4, Fees, of Exhibit D, Statement of Work, is hereby amended to read:

**Phase 2 – Financials Milestone Payment Table**

Milestone #	Milestone Event	Stage	Estimated Milestone Week	% Payment	Milestone Amount (including travel expenses)	Holdback	Invoice Amount	Cumulative Holdback
2-1	Delivery of Final Chart of Accounts (COA) Design/Report (F-030), Chart of Accounts Redesign Kickoff (F-027), Current Chart of Accounts Workshops and Documentation (F-028) and Strawman Chart of Accounts (F-029)	Plan	35	0.41%	\$250,000	(\$25,000)	\$225,000	\$25,000
2-2	Delivery of LADWP FIN Project Team Training recommendation document (F-003)	Plan	38	0.41%	\$250,000	(\$25,000)	\$225,000	\$50,000
2-3	Delivery of Initial Tenant Management Plan (F-011)	Plan	41	0.41%	\$250,000	(\$25,000)	\$225,000	\$75,000
2-4	Delivery of Foundation Data Model (FDM) (F-031)	Plan	45	0.41%	\$250,000	(\$25,000)	\$225,000	\$100,000
2-5	Delivery of Initial FIN Project Plan (F-008)	Plan	46	0.41%	\$250,000	(\$25,000)	\$225,000	\$125,000
2-6	Delivery of Project Charter Document (F-010)	Plan	55	1.22%	\$750,000	(\$75,000)	\$675,000	\$200,000
2-7	Delivery of Current Key Reports Inventory (F-020)	Plan	58	0.82%	\$500,000	(\$50,000)	\$450,000	\$250,000
2-8	Delivery of Business Process Alignment Kickoff (F-019) and Current Business Processes Day in the Life (DITL) Workshops and Documentation (F-021)	Plan	59	0.82%	\$500,000	(\$50,000)	\$450,000	\$300,000
2-9	Delivery of the FIN Foundation Tenant Build (F-012)	Plan	66	0.82%	\$500,000	(\$50,000)	\$450,000	\$350,000
2-10	Delivery of Current Key Business Processes Overview (BPO) performed in Workday (F-022), Actionable Plan from DITLs and Workday BPOs (F-023), Business Process Alignment Workshop and Final Report (F-025) and Requirements-Traceability-Matrix (RTM) Disposition Summary (F-026)	Plan	67	0.82%	\$500,000	(\$50,000)	\$450,000	\$400,000
2-11	Sign off of FIN Plan Stage (F-014)	Plan	68	0.82%	\$500,000	(\$50,000)	\$450,000	\$450,000
2-12	Delivery of FIN Communication Strategy and Plan (F-034)	Architect	71	0.82%	\$500,000	(\$50,000)	\$450,000	\$500,000
2-13	Delivery of FIN Organizational Change Management Strategy (F-033)	Architect	75	1.14%	\$700,000	(\$70,000)	\$630,000	\$570,000

Milestone #	Milestone Event	Stage	Estimated Milestone Week	% Payment	Milestone Amount (including travel expenses)	Holdback	Invoice Amount	Cumulative Holdback
2-14	Delivery of Architect Documents (F-039)	Architect	86	2.04%	\$1,250,000	(\$125,000)	\$1,125,000	\$695,000
2-15	Delivery of FIN Data Mapping Translation Definitions (F-069)	Architect	94	2.45%	\$1,500,000	(\$150,000)	\$1,350,000	\$845,000
2-16	Delivery of Change Impact Assessment (F-049)	Configure & Prototype	173	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$1,045,000
2-17	Delivery of Finalized Project Planning Documents (F-040)	Architect	98	0.82%	\$500,000	(\$50,000)	\$450,000	\$1,095,000
2-18	Completion of Integration Approach Review Checkpoint (F-054)	Architect	99	0.82%	\$500,000	(\$50,000)	\$450,000	\$1,145,000
2-19	Completion of FIN Test Scenario Creation Workshop (F-044)	Architect	100	0.82%	\$500,000	(\$50,000)	\$450,000	\$1,195,000
2-20	Delivery of Updated Requirements Traceability Matrix (RTM) Alignment Opportunities from Disposition Summary (F-042)	Architect	102	0.82%	\$500,000	(\$50,000)	\$450,000	\$1,245,000
2-21	Completion of Configuration Tenant Build (F-055)	Architect	103	0.82%	\$500,000	(\$50,000)	\$450,000	\$1,295,000
2-22	Delivery of Change Network Plan (F-052)	Configure & Prototype	173	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$1,495,000
2-23	Delivery of Change Readiness Measurement Plan and Initial Survey (F-051)	Configure & Prototype	198	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$1,695,000
2-24	Signoff of FIN Architect Stage (F-057)	Architect	144	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$1,895,000
2-25	50% of Workday-Owned FIN Integrations Build and Unit Test (F-065)	Configure & Prototype	154	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$2,095,000
2-26	Completion of Functional Prototype Review Checkpoint (Configuration or Compliance) (F-080)	Configure & Prototype	174	3.26%	\$2,000,000	(\$200,000)	\$1,800,000	\$2,295,000
2-27	50% of Workday-Owned FIN Reports Build and Unit Test (F-062)	Configure & Prototype	156	3.26%	\$2,000,000	(\$86,733)	\$1,913,267	\$2,381,733
2-28	Delivery of End-to-End Tenant Build (F-078)	Configure & Prototype	172	3.26%	\$2,000,000	\$ -	\$2,000,000	\$2,381,733
2-29	Signoff of FIN Configure and Prototype Stage (F-079)	Configure & Prototype	193	3.26%	\$2,000,000	\$ -	\$2,000,000	\$2,381,733
2-30	Delivery of FIN End User Training Strategy and Plan (F-074)	Test	224	3.26%	\$2,000,000	\$ -	\$2,000,000	\$2,381,733
2-31	Completion of End-to-End Testing (F-083)	Test	258	2.93%	\$1,800,000	\$ -	\$1,800,000	\$2,381,733
2-32	Launch Change Champion Network (F-072)	Test	250	1.63%	\$1,000,000	(\$100,000)	\$900,000	\$2,481,733

Milestone #	Milestone Event	Stage	Estimated Milestone Week	% Payment	Milestone Amount (including travel expenses)	Holdback	Invoice Amount	Cumulative Holdback
2-33	Delivery of Training Needs Assessment (F-073)	Test	250	1.63%	\$1,000,000	(\$100,000)	\$900,000	\$2,581,733
2-34	Delivery of Training Curriculum (F-075)	Test	263	1.47%	\$900,000	(\$90,000)	\$810,000	\$2,671,733
2-35	Completion of User Acceptance Testing (F-087)	Test	267	1.30%	\$800,000	(\$80,000)	\$720,000	\$2,751,733
2-36	Signoff of FIN Test Stage (F-093)	Test	271	1.30%	\$800,000	(\$80,000)	\$720,000	\$2,831,733
2-37	Completion of Final Functional Prototype Review Checkpoint (Configuration or Compliance) (F-100)	Deploy	276	1.30%	\$800,000	(\$80,000)	\$720,000	\$2,911,733
2-38	Move to Production (MTP) (F-098)	Deploy	280	1.30%	\$800,000	(\$55,271)	\$744,729	\$2,967,004
2-39	Delivery of Train the Trainer (TTT) (F-089)	Deploy	276	1.30%	\$800,000	\$ -	\$800,000	\$2,967,004
2-40	Support LADWP in successfully closing Period 1 (FINS only)	Deploy	280	1.30%	\$800,000	\$ -	\$800,000	\$2,967,004
2-41	Delivery of Lessons Learned Change Management Report (F-104)	Deploy	284	1.30%	\$800,000	\$ -	\$800,000	\$2,967,004
2-42	Signoff of FIN Deploy Stage (F-105)	Deploy	298	0.26%	\$157,935	\$2,967,004	\$3,124,939	\$ -
<b>Phase 2 Financial Management Extension Payments</b>								
2-43	Extension Month 1 - October 31, 2024	Extension	185	1.55%	\$949,402	\$ -	\$949,402	
2-44	Extension Month 2 - November 30, 2024	Extension	189	1.55%	\$949,402	\$ -	\$949,402	
2-45	Extension Month 3 - December 31, 2025	Extension	193	1.55%	\$949,402	\$ -	\$949,402	
2-46	Extension Month 4 - January 31, 2025	Extension	198	1.55%	\$949,402	\$ -	\$949,402	
2-47	Extension Month 5 - February 28, 2025	Extension	202	1.55%	\$949,402	\$ -	\$949,402	
2-48	Extension Month 6 - March 31, 2025	Extension	206	1.55%	\$949,402	\$ -	\$949,402	
2-49	Extension Month 7 - April 30, 2025	Extension	210	1.55%	\$949,402	\$ -	\$949,402	
2-50	Extension Month 8 - May 31, 2025	Extension	215	1.55%	\$949,402	\$ -	\$949,402	
2-51	Extension Month 9 - June 30, 2025	Extension	219	1.55%	\$949,402	\$ -	\$949,402	
2-52	Extension Month 10 - July 31, 2025	Extension	224	1.55%	\$949,402	\$ -	\$949,402	
2-53	Extension Month 11 - August 31, 2025	Extension	228	1.55%	\$949,402	\$ -	\$949,402	
2-54	Extension Month 12 - September 30, 2025	Extension	232	1.55%	\$949,402	\$ -	\$949,402	
2-55	Extension Month 13 - October 31, 2025	Extension	237	1.55%	\$949,402	\$ -	\$949,402	
2-56	Extension Month 14 - November 30, 2025	Extension	241	1.55%	\$949,402	\$ -	\$949,402	
2-57	Extension Month 15 - December 31, 2025	Extension	245	1.55%	\$949,402	\$ -	\$949,402	
2-58	Extension Month 16 - January 31, 2026	Extension	250	1.55%	\$949,402	\$ -	\$949,402	
2-59	Extension Month 17 - February 28, 2026	Extension	254	1.55%	\$949,402	\$ -	\$949,402	
2-60	Extension Month 18 - March 31, 2026	Extension	258	1.55%	\$949,402	\$ -	\$949,402	
2-61	Extension Month 19 - April 30, 2026	Extension	263	1.55%	\$949,402	\$ -	\$949,402	
2-62	Extension Month 20 - May 31, 2026	Extension	267	1.55%	\$949,402	\$ -	\$949,402	

Milestone #	Milestone Event	Stage	Estimated Milestone Week	% Payment	Milestone Amount (including travel expenses)	Holdback	Invoice Amount	Cumulative Holdback
2-63	Extension Month 21 - June 30, 2026	Extension	271	1.55%	\$949,408	\$ -	\$949,408	
				100%	\$61,345,383	\$0	\$61,345,383	

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6. The table on page D108 in Subsection 7e, Worker Population, Languages, and Localizations, in Section 7, Workday Project Scope, in Appendix A, Personnel, Scope, & General Assumptions, of Exhibit D, Statement of Work, is hereby amended to read:

<b>Wave 1 Countries, Employee Counts, and Languages – Human Capital Management</b>		
<b>Country</b>	<b>Number of Active Employees (approx.)</b>	<b>Language</b>
United States	12,000 Active Employees	English
United States	11,200 Retirees	English
<b>Total</b>		

7. Appendix B – Organizational Change Management & Training starting on page D123 of Exhibit D, Statement of Work, is hereby amended to read:

**APPENDIX B – ORGANIZATIONAL CHANGE MANAGEMENT & TRAINING**

Workday will provide LADWP with Professional Services to support Organizational Change Management (OCM) for the Project, which includes support for the following work streams:

- Change Management
- Training & Development
- Communications

**Scope Detail**

**1. CHANGE MANAGEMENT**

Workday will provide Professional Services to LADWP for the OCM work stream.

To facilitate an effective implementation, the Workday Change Management Team will engage in the following activities:

- Host Change Management discovery session to meet the team, gather inputs to key deliverables, and discuss use of innovative methods for managing change.
- Develop Change Management Strategy Approach & Work Plan to set foundation for Change Management team scope, guiding principles, and timeline. Change Management Work Plan will be integrated into the overall project Work Plan.
- Run a Stakeholder Analysis to identify the impacted individuals and teams across LADWP.
- Produce a Stakeholder Assessment that will identify impacted stakeholders (including the sponsors), their stakeholder expectations, concerns, and any recommended actions and engagements.
- Run a Change Impact Analysis to identify impacts to stakeholder groups and work with LADWP to determine how to handle/address.
- Deliver a Sponsor Engagement Strategy that outlines the approach for sponsor and leadership engagement for the project.
- Host Change Management kick-off / orientation.
- Attend project design and End-to-End testing sessions, as applicable, and capture change impacts.

- Establish a Change Network made up of identified department LADWP staff.
- Create a Change Network Approach that outlines how the project will establish and support a change network.
- Provide a kickoff session to mobilize the Change Network(s).
- Prepare materials to support Change Network activities.
- Co-facilitate with LADWP a monthly touchpoint series with the Change Network to deliver important updates and respond to questions.
- Work with the Communications Team to identify messages that need to be reinforced by the Change Network(s).
- Work with the LADWP team to respond to questions from the Change Network(s).
- During the four weeks leading up to implementation, develop weekly communications targeted at the Change Network(s) to support readiness, including training reminders, important dates, and information about post implementation support.
- During the post-production support period, the Workday Change Lead will co-facilitate support calls with the Change Network(s) to review questions, issues and concerns from the field.
- Create a Change Readiness Measurement Plan to assess LADWP stakeholders' readiness throughout the duration of the program.
- Conduct up to three measurement surveys during the project to assess effectiveness of Change Management activities and user readiness/adoption.
- Provide a summary of measurement survey results, along with recommended actions.
- Conduct a post implementation change adoption success survey.
- Conduct a lessons learned session for each phase.
- Provide assessment of post implementation change adoption success.
- Conduct knowledge transfer with the LADWP team that will maintain materials and lead Change Management activities after go-live.

LADWP will provide OCM resources in order to:

- Provide logistical support for Change Management discovery sessions.
- Review the results of the Change Impact Analysis.
- Secure and provide oversight to facilities/equipment for the Change Management kickoff.
- Support the identification of the appropriate LADWP Staff to join the Change Network(s).
- Secure and provide oversight to facilities/equipment for a kickoff session to mobilize the Change Network(s).
- Secure and provide oversight to facilities/equipment regular touchpoints with the Change Network(s).
- Support an OCM Team monthly touchpoint series with the Change Network(s) to deliver important updates and respond to questions.
- Prepare materials to support Change Network activities.
- Provide centralized access (via LMS, SharePoint, or other internal site accessible to impacted staff) to the Change Network all deployment support content, including

system training videos, Job Aids, and communications specific to the Change Network.

- Provide a central email address for the Change Network(s) to send their questions from the field.
- Provide resources to monitor the central email address, organize questions, and work with the project team to respond.
- Distribute all communications targeted to the Change Network.
- During the post-production support period, the Workday Change Lead will co-facilitate support calls with the Change Champion Network to review questions, issues and concerns from the field.
- Deliver post implementation change adoption success survey to end user population and provide data to the OCM Team.
- Attend a lessons learned session for each phase.
- Receive knowledge transfer with the LADWP team that will maintain materials and lead Change Management activities after go-live\.

## **2. COMMUNICATIONS**

Workday will provide Professional Services to LADWP for the Communications work stream.

To facilitate an effective implementation, the Workday Communications Team will engage in the following activities:

- Develop Communications Strategy, including the approval and distribution process.
- Develop the detailed Communications Plan, including the approval and distribution process.
- Identify and manage key messages.
- Provide communication services to support the communications strategy including developing templates and toolkits.
- Develop and support deployment of communication materials.
- Measure effectiveness of communications and make changes to communications plan as needed.

LADWP will support the Communications engaging in the following activities:

- Provide a Communications Lead to partner with the Workday Communications Team.
- Provide guidance and insights to support the communications strategy including providing existing effective templates and toolkits.
- Provide advisory input on development of communication materials, including review and approval before distribution.
- Distribution of communication materials.
- Review effectiveness of communications and review/approve recommended changes to communications plan if needed.
- Review effectiveness of communications and review/approve changes to communications plan if needed.

### **3. TRAINING & DEVELOPMENT**

Workday will provide Professional Services to LADWP for the Training work stream.

To facilitate an effective deployment, the Workday Training Team will engage in the following activities:

- Develop the training strategy and plan for the Workday SKUs in scope for the deployment.
- Conduct a training needs assessment.
- Identify all audiences.
- Identify learning objectives for each audience.
- Develop Training Curriculum.
- Design and develop training materials, such as Instructor Led Training (ILT), Video Learning, and Job Aids to support end user training for each audience based on required learning objectives.
- Identify needs for training facilities/equipment for effective on-site training.
- Work with the Communications Team to develop employee training notifications/registrations messages.
- Develop & Deliver Train-the-Trainer to identified trainers for each Phase.
- Support delivery of instructor led training sessions to LADWP staff, including delivery of ILT courses to end users, training tenant and data support, answers to questions, check in calls with trainers. Note: We understand that LADWP will provide trainers for HCM, but not for Payroll training; also, that while LADWP thinks they can provide trainers for Finance, they may not have the resources when the time comes. Workday will provide staff augmentation options to supplement training delivery for Payroll and Finance.
- Provide support to end users during the Post-Go Live stage following Deploy.
- Assess and measure training effectiveness.

LADWP will support the Training approach by engaging in the following activities:

- Provide a Training Lead to partner with the Workday Training Lead.
- Review and approval of the training plan (including development and delivery calendars).
- Review and approval of the training curriculum.
- Review and approval of training materials before delivery.
- Secure training facilities and necessary support equipment for on-site training.
- Print training materials for Instructor Led Training (ILT) sessions.
- Load all training/ (ILT content, video learning, and Job Aids) into an agreed central location that is accessible to all impacted staff (via LMS, SharePoint, or other internal site.) in advance of training delivery.
- Manage LADWP Learning Management System, including curriculum assignment and completion information.
- Provide support for training facilities and equipment during ILT.
- Provide Trainers for ILT delivery. Note: We understand that LADWP will provide trainers for HCM, but not for Payroll training; also, that while LADWP thinks they can

provide trainers for Finance, they may not have the resources when the time comes. Workday will provide staff augmentation options to supplement training delivery.

- Support training delivery rollout, including management of facilities and status reporting and providing functional SMEs to support training delivery.

#### **4. GENERAL ASSUMPTIONS FOR OCM**

- Policy issues related to OCM need to be identified and evaluated early, along with any recommendations (if applicable) for approaches to resolve, in a written report format to the Project Management team and Steering Committee to review and evaluate.
- Workday Personnel that are OCM resources are estimated to support LADWP's Project for go lives and post implementation support for Workday Financial Management, HCM, Payroll and Procurement. After post implementation support is complete, LADWP assumes all OCM roles and responsibilities
- If additional scope is requested that impacts OCM staffing, then we will follow the Change Control Process in this SOW.
- LADWP will provide resources for OCM, as referred to in this SOW. Estimated LADWP Project Staffing will support the OCM Team during readiness for deployment activities, during deployment, and post deployment.
- OCM materials will be posted and maintained by LADWP on a central location such as an internal project site and/or LADWP's Learning Management System.
- Workday and LADWP Communications Teams will jointly develop the Communications Plan.
- Workday and LADWP Communications Teams will jointly develop project communication materials.
- LADWP will deliver project communication materials to designated end users and is responsible for costs associated with distribution.
- LADWP will manage and maintain communication distribution lists.
- LADWP will post and manage communication content on any LADWP or project specific website(s).
- Training delivered by the OCM/Training team will target training for end users and is not intended to be Workday system admin or specialist training needed to maintain the system. This training will be provided by Workday education.
- Training will be a joint effort with LADWP; LADWP will provide staff to support Workday trainers during ILT system training to answer policy and procedure type questions.
- LADWP will be responsible for reviewing and approving of training materials in timelines agreed to in the Training Strategy and Plan before delivery.
- LADWP will be responsible for logistics, coordination and oversight for training delivery.
- LADWP will be responsible for making available training materials and content to LADWP staff through a central location.
- LADWP will provide staff to support Workday trainers during ILT system training to answer LADWP policy and procedure questions.
- LADWP will be responsible for reviewing and approving of training materials before delivery.
- LADWP will be responsible for logistics, coordination and oversight for training delivery.

- LADWP will be responsible for making available training materials and content to LADWP staff through a central location.
- Training delivery for core users will consist of a hybrid of ILT, video learning, and Job Aids.
- Training for non-core users will depend on their usage of/interaction with the system and can range from an optional ILT, video learning, Job Aids, project communications, and the use of in system features.
- The Workday OCM team will provide system end user training to LADWP staff and not Project Team product training (e.g. Workday configuration, etc.). LADWP ERP PMO and PMO support team will receive product-specific training, including documentation such as the User Adoption Kit, from Workday and working alongside the Workday Project Team.
- Training development activities will include ILTs, eLearning, video learning, and Job Aids developed in a training tenant.
- Training development will leverage the existing out of the box Workday adoption toolkit. The Training Team will develop LADWP-specific content that is not covered by this content.
- The Training Team will not create detailed Standard Operating Policies and Procedures.
- The Training Team will not create Workday System Technical User Manuals. Workday documentation is found on the Workday Community website.
- Workday will procure Training Content Development applications.
- During knowledge transfer of training content, Workday will work with LADWP to review the appropriate licenses for ongoing maintenance and development.

## **5. PROJECT CHARTER WORKSHOP ASSUMPTIONS**

- During the Project Charter Workshop and subsequent related activities, LADWP will make available department stakeholders for both the interviews and the workshops
- The interviews can be scheduled to take place during the first week of the project
- Prior to the interviews, LADWP will provide guidance on which departments are most critical to the acceptance of the Project Charter and who should be interviewed as a representative of that department
- If all impacted departments need to be interviewed, then to complete interviews within the first week, some interviews will be held in groups of 3-4 people at once
- For those department representatives who are not available during the week of interviews, Workday can provide a survey with the same set of questions from the interview
- LADWP will facilitate the scheduling of the interviews and location logistics
- LADWP will limit the interviews to the most critical or impacted departments and key representatives from the project and the Executive Steering Committee
- LADWP will limit workshop participants to no more than 25
- The same resources will be available for all three workshops
- LADWP will be able to provide a location large enough to support the workshops

8. Appendix G – Optional Workforce Planning/Financial Planning Deployment Scope starting on page D140 of Exhibit D, Statement of Work, was eliminated by Amendment No. 1 but is hereby restored for the optional Workday Adaptive Financial Planning deployment scope and amended to read:

#### **APPENDIX G – OPTIONAL FINANCIAL PLANNING DEPLOYMENT SCOPE**

Listed below are the core configuration functions and assumptions for an LADWP Adaptive Planning deployment.

Before the start of the Architect Stage for the Financials phase of the ERP implementation, LADWP must notify Workday if Adaptive will be in scope. If LADWP does not provide Workday with this notification prior to the Architect Stage, the deployment of Adaptive will, if elected, be deferred to a post go-live, future deployment.

If LADWP opts to include Adaptive in scope, Workday will provide a Change Order to LADWP which will include the scope below and any changes in scope, deployment approach or assumptions that were identified in the Plan Stage.

#### **Scope**

- Lead iterative meetings and working sessions through to design and configure the Software. Configuration may include:
  - Structure Creation
    - Budget 1 year out and a strategic forecast up to 9 additional years out;
    - 2 Chart of Accounts structures across the organization with a single fiscal year (1 for Power and 1 for Water)
    - Assumes a single instance of Workday Adaptive Planning for all modeling
  - Revenue Model
    - Up to 8 revenue models planned bottoms up via revenue drivers
    - Up to 8 dimensions across all revenue models;
  - Personnel Model
    - Up to 2 models (Current Roster, New Reqs) planned by individual with unions;
    - Splits of individuals across departments and projects/cost containers;
    - Assumptions for wages, benefits, taxes, bonus and merit;
  - Expenses Model
    - Up to 200 expense accounts using calculations;
    - Up to 8 supporting schedules;
  - Budget Transfer Model

- Capital Model using straight line depreciation.
- Allocations Model
  - Up to 40 departmental allocations
- Income Statement, Balance Sheet and Cash Flow
  - 2 income statement formats (Management) that incorporate all templates and business logic;
  - 2 Balance Sheet Models with up to 2 balance sheet schedules for planning;
  - 2 Cash Flow Models using the indirect method
- Key Performance Indicators
  - Up to 40 performance metrics based on data within the model.
- Reports
  - Up to 60 LADWP specific HTML reports.
  - Up to 40 sheets or pages that include smart links. (The total number of rows across all sheets up to 1000 rows)
  - Up to 20 dashboard charts
- Perform a one-time import of the following:
  - 1 Year of Actuals
  - 1 Year of Budget Data
  - Personnel Data – from Workday
  - GL Transactions – from Workday
- Configuration of Workday Data Management will include the following:
  - Define and configure required advanced reports, Workday Adaptive Planning adaptor and Workday Data Source for the following sources of data within Workday:
    - Employee
    - Compensation Information
    - Open Requisitions
    - General Ledger Trial Balance
    - Assets
  - Define and configure required Workday Adaptive Planning Data to support the following Budget publications:
    - Financial Plan

- Configure the automation synchronization of the following metadata:
  - Dimensions & Attributes (up to 40)
  - Levels
  - Accounts
- Deployment Instances
  - Sandbox 2 (Implementation)
    - Used for Initial Set-up, Model & Validate, Unit Testing
    - Connected to HCM/FIN/Other Source System
    - This instance is not available after deployment
  - Sandbox 1
    - Used for QA Testing, Training & Change Management
    - Connected to HCM/FINS/Other Source System
    - After deployment, production is copied to Sandbox 1 (on request)
  - Production
    - Used for Final Config, End to End Testing
    - Connected to HCM/FIN/Other Source System
- Deliver Train the Trainer for end user training
- Provide support testing of the solution and make in-scope adjustments
- Provide support during production activation

### **Deliverables**

- Project Plan
- End user documentation
- Technical Requirements Document
- Configured Software
- Build in-scope Integrations

### **Assumptions**

- All services delivered remotely unless stated otherwise
- Any extension to the timeline or on-site assumptions may increase the total cost estimate provided;
- LADWP will assign resources to the project to ensure timely delivery of data and decisions

- Budgets are planned in time periods of months, quarters or years.
- All entities, subsidiaries and affiliates share the same fiscal year period and utilize a common set of templates and processes
- LADWP uses Monthly Exchange Rates (Avg, EOM, Hist)
- LADWP does not have IFRS reporting requirements
- Workday will configure the system using the currently available functionality within the Software. No customizations are included in the project.
- LADWP will provide database views where applicable for integration.

9. Appendix J – Mass Change Process and Time Roll Correction Authority Process of Exhibit D, Statement of Work, is hereby amended to read:

### **Appendix J - Mass Change Process and Time Roll Correction Authority Process**

#### **Summary:**

In addition to the current project scope of Agreement 47652 as previously amended (Agreement), Workday Professional Services (Workday) and its subcontractors as outlined in Exhibit L will provide services to design, develop, test, and implement functionality to support LADWP's Mass Change Process (MCP) and Time Roll Correction Authority (TRCA) process. The MCP/TRCA solution will leverage Workday Extend, a subscription previously obtained by LADWP from Workday, for the user interface, business logic, and integration with data from Prism and the Workday Service for a more automated solution than currently exists within the Workday Service. This solution only includes pre-Workday data that is converted into the Workday Service or imported into Prism. The solution will be implemented in the following three (3) parts where Parts 1 and 2 are covered by Administrative Amendment No. 6 to the Agreement with Workday covering the cost and Part 3 is covered by a future Workday change order and LADWP task order with LADWP covering the \$2,835,241 cost.

- Part 1: MCP for active workers at Human Capital Management (HCM)/Compensation Payroll Absence and Time Tracking (CPATT) go-live (no pre-Workday Prism data)
- Part 2: MCP for non-active workers + active workers (pre-Workday Prism data)
- Part 3: TRCA for non-active Workers + active workers (pre-Workday Prism data)

#### **Scope:**

The scope of these services includes the consulting resources necessary to partner with LADWP to design, develop/build, test, and implement the MCP/TRCA solution. Both Parties acknowledge that it is unlikely that Workday can provide MCP/TRCA semi-automation for every possible use case and that the MCP/TRCA solution is intended and designed to minimize manual steps involved in these processes for known frequent use cases. For MCP, process semi-automation is only possible for payroll adjustments that result from the two scenarios below, where historical employee (active, terminated, or retired), compensation, absence, timekeeping, and payroll data is available in Workday online or Workday Prism, and where complex rules requiring meticulous, detailed, and manual analysis for small sub-groups or individual employees within the larger group is not necessary (although the MCP solution can still be used, it will just have limited to no automation):

1. Cost of living adjustments (COLAs) as a result of the collective bargaining process, or
2. Changes in labor condition(s) negotiated between LADWP and its labor partner(s)

For TRCA, process semi-automation is only possible for compensation, absence, time-tracking, and payroll adjustments where historical employee (active, terminated, or retired), compensation, absence, timekeeping, and payroll data is available in Workday online or Workday Prism, where the TRCA business logic knows how to interpret said historical data, and where complex rules requiring meticulous, detailed, and manual analysis is not necessary (although the TRCA solution can still be used, it will just have limited to no automation).

A manual solution for these processes (commonly referred to as Option 1 and also referred to as the Bridge solution) utilizing reports, spreadsheets, and Enterprise Interface Builder (EIB) integrations, will be leveraged until all three parts identified above are implemented, and/or if a back-up plan is needed. Workday will implement this manual solution in time for the HCM/CPATT go-live as it is already included in the scope of the Agreement. If LADWP needs to utilize the Option 1/Bridge Solution, Workday Professional Services will provide support, guidance, and assistance to LADWP to facilitate this solution. Said assistance to LADWP will be onsite barring any unforeseen circumstances. Should unforeseen circumstances occur, said assistance will be provided remotely.

Considering that TRCA is not being fully addressed until Part 3, corrections for active workers at HCM/CPATT go-live will be handled as follows:

- If the effective date of the correction is on or after the Workday go-live, 'out of the box' (OOTB) Workday functionality will be used to correct the timekeeping data that exists within the Workday Service.
- If the effective date of the correction is before the Workday go-live and only impacts pre-Workday timekeeping data that exists within Prism, the Option 1/Bridge solution will be used to correct the timekeeping data.
- If the effective date of the correction is before the Workday go-live and both pre-Workday and post-Workday timekeeping data are impacted, both the OOTB Workday functionality and the Option 1/Bridge solution will be used to correct the timekeeping data that exists within Prism and the Workday Service.

### **Extend Scope:**

- The Extend Applications (Extend Apps) that are developed for this MCP/TRCA solution are intended to provide, and are limited to providing, the following capabilities:
  - User Interface to search and retrieve prior compensation and pay information for the worker from Prism and/or the Workday Service. This information can be edited, and updated pay configuration and/or data can be submitted to Prism and/or the Workday Service.
  - User interface to review and update additional pay allowance data to update employee pay information.
  - User interface to search and edit TRCA (retroactive payment) adjustments.
  - In addition to above user interfaces, the Extend Apps will use the Extend Business Process (BP) framework to provide the ability to review and approve employee pay update data changes made through the Extend user interfaces described above before submitting them to update Prism and/or the Workday Service to take effect for future pay adjustment processes.

## **Timeline:**

The estimated timeline for the full implementation of the MCP/TRCA solution is as follows:

- Part 1: June 16, 2025 (will be incorporated into the HCM/CPATT go-live)
- Part 2: December 31, 2025
- Part 3: Estimated 40 weeks total, to start upon completion of Part 2
  - Design is estimated to take 4 weeks.
  - Development is estimated to take 15 weeks.
  - Testing is estimated to take 14 weeks.
  - Deploy is estimated to take 3 weeks.
  - Post-Production Support is estimated to take 4 weeks

Some of these timeframes are estimates based on what was known at the time this Appendix was added to, or amended in, the Agreement and may change due to a change in requirements, unavailability of resources, or unexpected circumstances, which could result in a subsequent administrative amendment(s) and/or change order(s).

Post-Production Support (also referred to as Hypercare) for the HCM/CPATT deployment is currently scheduled to conclude on October 31, 2025. Workday Professional Services and its subcontractors will stay engaged through the implementation and post-production support of all three parts of this MCP/TRCA solution. This extended engagement is specific to implementing and supporting this MCP/TRCA solution and does not extend Hypercare support for the HCM/CPATT go-live more broadly.

## **Assumptions:**

### **Scope:**

This Appendix resolves any contractual ambiguity regarding required functionality and scope that was discussed as a part of the software selection process and development of the original Statement of Work of the Agreement.

### **Funding:**

- Workday will fund and implement Part 1 and Part 2 via Administrative Amendment No. 6 to the Agreement.
- LADWP will fund Part 3 and contract with Workday Professional Services to implement Part 3 via a future Workday change order and LADWP task order.

### **Resources:**

- LADWP will identify and/or hire the necessary resources to shadow and participate with Workday in all three parts (i.e. Parts 1, 2, and 3) in an effort to learn and develop the skill set necessary to maintain the entire solution after the three go-lives.
- Shadowing and participation do not mean side by side development or 'over the shoulder' observation, but rather collectively identifying opportunities for partnering, collaborating, and knowledge transfer that enables LADWP to gain the skills necessary to maintain the entire solution without hindering Workday's ability to deliver the three parts.
- LADWP will send these resource(s) to the necessary Workday training, including but not limited to Extend development training and Prism training.
- Formal LADWP-specific training by Workday Professional Services is out of scope.

- Knowledge transfer will be provided by Workday Professional Services.
- Success is dependent on LADWP's full participation.
- Project team members are educated about the impacts of refreshing a tenant where Extend development is occurring and will adhere to the process for managing tenant refreshes.
- LADWP is responsible for documenting test scenarios.
- LADWP is responsible for documenting operational procedures tailored to LADWP's users.
- Roles and responsibilities documented in the original Statement of Work of the Agreement apply to the work activities outlined in the resource chart below, i.e., end-to-end testing, knowledge transfer, etc.
- Exhibit L has been updated to include Workday employees that work for the following legal entities, all of which are Workday affiliates (affiliates who are outside the United States will not be given access to Tenants that have Customer Data in a way that allows them access to unencrypted data without the special consent of LADWP):
  - Workday Mexico S. de R.L. de C.V.
  - Workday Polska sp z o.o.
  - Workday India Private Limited

### **Timeline Dependencies:**

- Part 3 cannot begin until Workday Professional Services completes and LADWP signs off on Part 2.
- Part 3 cannot begin until Part 2 is live, stable, and successfully in use.

### **Requirements:**

- Requirements for Part 1 and Part 2 have been identified, reviewed, and signed off on by LADWP. These requirements are housed in the LADWP MCP Dashboard in Smartsheets. A change in requirements could impact our collective ability to deliver this solution in the timeframes listed above, which could result in future administrative amendment(s) and/or change order(s).
- Requirements for Part 3 will be collected during the Design stage.
- This solution is an automated solution; however, it is possible that an exceptional use case may surface during design that may not be able to be automated.
- This solution is specific to LADWP, and while it could be made available to the City of Los Angeles, additional design and development specific to the City's requirements would be needed before it could be implemented which would be the sole responsibility of the City and the City's selected Professional Services organization.

### **Assumptions and Precautions for use of Legacy Data:**

The Extend applications to assist with automation of retroactive/remedial pay and benefit scenarios rely in large part upon legacy data from Customer's PeopleSoft HRMS system that have been imported into Workday Prism. The integrity and accuracy of results using such legacy data rely upon the accuracy of the imported legacy data. Workday assumes that imported legacy data are accurate. Resolution of any concerns with the integrity or accuracy of such legacy data are the responsibility of the Customer. Because data in Prism can be modified, Workday strongly recommends that Customer maintain an archival read-only version of its PeopleSoft HRMS system data as its system of record for the periods prior to go-live of the Workday solutions. This will be critical for Customer's ability to resolve employee claims that retroactive/remedial pay and benefits calculations are inaccurate due to inaccurate legacy data. Workday assumes that the legacy data imported into Prism will not be Customer's only copy of such data and that the archive read-only copy maintained by Customer of the PeopleSoft HRMS

system data will continue to be Customer’s system of record for data prior to go-live of the Workday solutions.

**Payment Schedule for Part 3**

The following payment schedule is the negotiated cost for Workday to cover the cost of Part 3 via a future Workday change order and LADWP task order.

Invoice	Milestones	Estimated Invoice Date	Invoice Amount
1	Month 1	1/31/26	\$ 479,826.00
2	Month 2	2/28/26	\$ 258,211.00
3	Month 3	3/31/26	\$ 347,162.00
4	Month 4	4/30/26	\$ 265,327.00
5	Month 5	5/31/26	\$ 282,609.00
6	Month 6	6/30/26	\$ 399,008.00
7	Month 7	7/31/26	\$ 319,206.00
8	Month 8	8/31/26	\$ 307,007.00
9	Month 9	9/30/26	\$ 144,863.00
10	Month 10	10/31/26	\$ 32,022.00

**\$ 2,835,241.00**

**Intellectual Property Ownership and Infringement:**

Workday will utilize LADWP’s Extend subscription as the Developer; to the extent that Workday has already started development it will transfer materials to LADWP’s Extend instance. As a result, LADWP will have access to the Extend Solution and the applications built by Workday. Because Workday is funding development of Parts 1 and 2, and the Parties reasonably anticipate that Part 3 will utilize the Part 1 and 2 work, the Ownership rights in these developed applications will vary from the Extend Developer Terms and Conditions. LADWP will have a license to utilize and modify Parts 1, 2, and 3 in conjunction with its Extend subscription and will also have a license to distribute Parts 1, 2, and 3 to the City of Los Angeles or any department of the City of Los Angeles that has an Extend subscription for their internal utilization and modification in conjunction with their Extend subscriptions; it is unlikely that Parts 1, 2, or 3 will work for any entity other than LADWP without modification. Further distribution by LADWP or any City of Los Angeles entity is prohibited. Workday will retain ownership rights in Parts 1, 2, and 3. Workday’s obligations with respect to any material or data it provides to LADWP in a developed application which is the subject of an infringement claim shall continue to be as set forth in Exhibit A, GC-13 of the Agreement.

**Compliance with Developer Terms and Conditions:**

Workday is responsible for complying with the Developer Terms and Conditions when it is working within LADWP’s Extend instance. LADWP will have no liability for Workday’s violation of the Developer Terms and Conditions.

**Settlement of Disagreement; Release of Claims:**

This Administrative Change (the “Change”) represents resolution of a contractual ambiguity and disagreement between the Parties concerning the retroactive change capabilities of the Workday Service and Workday’s obligation to include retroactive change capabilities in the scope of the deployment pursuant to the Statement of Work. The Parties have worked in good faith to resolve this disagreement and approval of this Administrative Change shall not be

considered as an admission of any culpability or wrongdoing by either Party. Workday’s performance of the services required in this Change will serve as a complete settlement and resolution of this disagreement and upon such completion, each party, on behalf of itself and any affiliates, releases and discharges any future actions, causes or rights of action, claims, counterclaims, demands, obligations, proceedings in respect of any damages, demands, liabilities, losses, remedies, rights and set-offs or other relief of any nature related to this disagreement. This release does not impact Workday’s warranty obligations with respect to the Workday Service. The Parties agree that this is not a general release of all claims associated with the Statement of Work, but a release related to the specific and limited matter described herein. Accordingly, the Parties do not believe that California Civil Code Section 1542 applies. To the extent that it applies, the Parties agree to waive the benefits of California Civil Code Section 1542 to the maximum extent permitted by applicable law. California Civil Code Section 1542 reads as follows, **“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”**

10. Appendix K – Optional Workday Help/Case Management Deployment Scope is hereby added to Exhibit D, Statement of Work:

**APPENDIX K – OPTIONAL WORKDAY HELP/CASE MANAGEMENT DEPLOYMENT SCOPE**

Listed below are the core configuration functions and assumptions for an LADWP Workday Help deployment.

If LADWP opts to include Workday Help in scope, Workday will provide a Change Order to LADWP which will include the scope below.

**Workday Help**

**Functional Scope includes:**

<b>Workday Help</b>	
<b>Description</b>	<b>Scope</b>
Help Setup	Up to 2 questionnaires in total with maximum of 3 questions per questionnaire & no branching questions - Same questionnaire can be used on multiple case types
	Up to 10 Case Types deployed to all populations that will use the Help case management functionality.
	Up to 5 Help Case Message Templates
Service Teams	Up to 5 Service Teams with SLAs defined per Service Team
	Case Solver and Confidential Case Solver role assignments

<b>Workday Help</b>	
Knowledge Management	Up to 5 article audiences
	Up to 20 article categories
	Up to 3 article audience rules
	Support customer owned Help Article creation
Reporting	Delivered reports to display on the delivered Help Dashboard
Modifiable BPs	1 feedback questionnaire used for all in-scope populations on the Resolve Case business process - No extra to-dos, steps, notifications
Data Conversion	No Migration of Historical Cases or Knowledge Management

11. Workday Order Form 00514929.0, added to the Agreement by Administrative Amendment No. 8 but only for the subscription period of July 31, 2025 through April 14, 2026, is hereby authorized for the three (3) subscription periods of April 15, 2026 through April 14, 2027, April 15, 2027 through April 14, 2028, and April 15, 2028 through April 14, 2029 within Appendix A – Consolidated Subscription Order Form to Exhibit F, Workday Subscription Order Form. Said order form encompasses the full breadth of the subscription rights desired by LADWP for said subscription periods and is also considered an adjunct appendix to Exhibit G, Workday Platinum Customer Success Package Order Form, Exhibit P, Procurement Order Form, and Exhibit Q, Extend Subscription. In the event of any conflict between the terms of Exhibits F, G, P, and Q and Workday Order Form 00514929.0, Workday Order Form 00514929.0 shall take precedence.

12. Pro forma Workday Order Form 00515193.0 is hereby added as Appendix A – Additional Training Credits to Exhibit H, Training Order Form. Said order form is for the optional purchase of up to 1,000 additional training credits, if the provisions for bulk purchases are followed in individual ordering increments agreeable to both Parties. The sum of \$620,000 has been added to the “Training” line item within the Total Authorized Contract Expenditure table in Article 4.1.2, Authorized Expenditures, as amended herein, for these additional training credits. In the event of any conflict between the terms of Exhibits H and Workday Order Form 00515193.0, Workday Order Form 00515193.0 shall take precedence as it relates only to these additional training credits.

[continue to page 24]

13. Exhibit K - List of Key Consultant Personnel, is hereby amended to read:

<b>Name</b>	<b>Project Position</b>	<b>Labor Category</b>	<b>Location</b>	<b>Special Expertise</b>	<b>No. of Years Employed by Consultant or Approved Subcontractor</b>
Sarah Schwartz	Project Director	Project Director	OR	Over 7 years of experience in managing and directing complex projects.	10+ years in Workday
Banjo Simbahan	Engagement Manager	Principal Engagement Manager	GA	Over 9 years of experience in managing and directing complex projects.	9+ years in Workday
Jessica Agona	Change Management & Training Lead	Senior Consultant	AR	Over 20 years of experience managing complex change programs across various industries with a specialization in utilities and public sector.	4+ years in Workday

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant or Approved Subcontractor
Mikaila Johnson	HCM Functional Workstream Lead	Principal Consultant	MN	Certified in Workday HCM Core, Compensation, Learning, Reporting, & People Experience. Over 15 years of consulting and leadership experience with a variety of government and other entities.	8+ years with Workday

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant or Approved Subcontractor
George Kim	Financials Functional Workstream Lead	Principal Consultant	VA	Certified in Workday Financial Core FDM, Project, Capital Project, and Banking & Settlement. Over 11 years of federal financial management experience, focused on internal controls, financial statements, federal GAAP, And budgetary accounting.	6+ years with Workday

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant or Approved Subcontractor
William Xu	Payroll and Time Tracking Functional Workstream Lead	Senior Consultant	MA	Over 16 years of experience in global HR transformation projects and 8+ years' experience of leading Workday implementing with a focus on Payroll, Absence, Time Tracking, Benefits and HCM deployments in North America.	9+ years with Accenture (formerly Day Nine)

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant or Approved Subcontractor
Girish Narayana	Technical Architect/Lead – Integrations and Data Conversion	Principal Technical Consultant	GA	Girish has over 4 years of experience implementing Workday and ERP projects. He has led large implementation teams across Workday integration, Reporting, Prism, Security and data migration. Girish has been a part of more than 15 Workday transformation programs.	4+ years in Workday
Pawan Sutrala	Engagement Manager	Principal Engagement Manager	TX	Over 20 years of experience in managing and directing complex projects.	7+ years with Workday

Name	Project Position	Labor Category	Location	Special Expertise	No. of Years Employed by Consultant or Approved Subcontractor
Marshall Wirtz	Technical Architect/Lead - Reporting	Consultant	IL	Over 6 years of Workday experience and over 10 years of HRO experience as an Operational Manager. Has worked on & led analytics workstreams for over 20 Workday implementations.	3+ years with Accenture

[continue to page 30]

14. Exhibit N – Workday Professional Services Time & Material Rates is hereby amended to read:

**Exhibit N  
Workday Professional Services Time & Material Rates**

The following rates shall apply to any work performed on a Time and Materials basis through November 30, 2026:

**Rates for Work Not Including Travel:**

Rates for Work Not Including Travel		
<b>Effective 2/1/2025</b>	<b>North America Standard Hourly Rate</b>	
	<b>United States (USD)</b>	
Workday Professional Services Rates	Standard Rate	Discounted Rate
Project Director	\$ 550.00	\$ 495.00
Sr. Engagement Manager	\$ 450.00	\$ 405.00
Engagement Manager	\$ 420.00	\$ 378.00
Principal Consultant	\$ 435.00	\$ 391.50
Senior Consultant	\$ 390.00	\$ 351.00
Consultant	\$ 300.00	\$ 270.00

**The Standard Rate column is for reference only. The rate billed to LADWP will be the Discounted Rate.**

**Travel Inclusive Rate Table:**

Travel Inclusive Rate Table:		
<b>Effective 2/1/2025</b>	<b>North America Standard Hourly Rate</b>	
	<b>United States (USD)</b>	
Workday Professional Services Rates	Standard Rate	Discounted Rate
Project Director	\$ 615.00	\$ 553.50
Sr. Engagement Manager	\$ 515.00	\$ 463.50
Engagement Manager	\$ 485.00	\$ 436.50
Principal Consultant	\$ 500.00	\$ 450.00
Senior Consultant	\$ 455.00	\$ 409.50
Consultant	\$ 365.00	\$ 328.50

**The Standard Rate column is for reference only. The rate billed to LADWP will be the Discounted Rate.**

15. The sum of \$3,000,000 has been added to the “Application Management Services” line item within the Total Authorized Contract Expenditure table in Article 4.1.2, Authorized Expenditures, as amended herein, for post go-live application management services. Should LADWP determine that the continuation of these services for the human resources and payroll phase and/or the provision of these services for the financial management phase are required, a Workday change order shall be negotiated and an LADWP task order shall be issued with an amount not to exceed \$3,000,000 unless an additional contingency amount is added. This shall include all necessary updates to Exhibit S – Application Management Services for said services.
16. This amendment letter document for the Amendment shall also serve as Workday Change Order No. 9 as pursuant to Exhibit C, Professional Services Agreement, a change order is required when there are changes in the estimated level of effort, project timeline, or Workday Service features. Regarding the conditions to invoice for Milestones 2-61 through 2-63, the Parties acknowledge that the conditions to invoice for those milestone(s) periods that have already occurred upon mutual execution of this Amendment No. 3 will have been met and Workday can immediately invoice LADWP for said milestone(s).

Except as herein amended above, all other terms and conditions of the Agreement, Amendment No. 1, Amendment No. 2, and all prior administrative amendments, shall remain in full force and effect.

This Amendment No. 3 may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by LADWP) and sent by e-mail shall be deemed original signatures. This Amendment No. 3 consists of thirty-two (32) pages.

[continue to page 32]

**IN WITNESS WHEREOF**, the signatories hereto represent that they are authorized to enter into this Amendment to the Agreement.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
THE BOARD OF WATER AND POWER COMMISSIONERS

By signing below, the LADWP signatories attest that they have no personal, financial, beneficial, or familial interest in this Agreement.

By: \_\_\_\_\_  
JANISSE QUIÑONES  
Chief Executive Officer and Chief Engineer

Date: \_\_\_\_\_

And: \_\_\_\_\_  
CHANTE L. MITCHELL  
Board Secretary

WORKDAY, INC.

By: *Christopher D. Curtis*  
Christopher D. Curtis (Sep 29, 2025 20:50:14 CDT)  
\_\_\_\_\_  
Christopher D. Curtis  
Senior Vice President, Field Services

Date: \_\_\_\_\_  
Sep 29, 2025

APPROVED AS TO FORM AND LEGALITY  
HYDEE FELDSTEIN SOTO, CITY ATTORNEY

September 22, 2025

  
BY \_\_\_\_\_  
Philip Lam  
Deputy City Attorney