This Amendment No. 1 ("Amendment") to the Support and Maintenance ("Agreement") is made this ______ day of ________, 2019, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and System Innovators, a Division of N. Harris Computer Corporation, a Foreign For-Profit (Business) Corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and System Innovators ("Contractor") previously entered into the Support and Maintenance Agreement, Contract No. C-11434, dated December 20, 2016; and

B. Section 5 (Billable Fees) of the Agreement provides the ability to amend the Agreement for support and maintenance services for Third Party Software.

C. The City of Glendale is in the process of acquiring a permit and license fee software system, known as SmartGov by Dude Solutions.

D. SmartGov project team staff asked Contractor for a cost estimate for interfacing iNovah cashiering system with SmartGov for two-way communication for all payments received by patrons.

E. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.

2. **Term.** The term of the Agreement is unchanged and expires on December 31, 2019.

3. **Scope of Work.** System Innovators will provide real-time interface between iNovah and SmartGov. Detailed schedule of work is attached as "System Innovators Quote/Service Request, dated May 29, 2019".

4. **Compensation.** City will pay Contractor $101,140 for software licenses and modules, professional services for interfacing and 1-Year Support and Maintenance Fees.
5. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

7. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

8. **Ratification of Agreement.** City and Contractor agree that except as expressly provided in this Amendment, the provisions of the Agreement remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment prevail.

[Signatures on the following page.]
CITY OF GLENDALE, an Arizona municipal corporation

___________________________________
Kevin R. Phelps, City Manager

ATTEST:

____________________________________
Julie K. Bower, City Clerk  (SEAL)

APPROVED AS TO FORM:

____________________________________
Michael D. Bailey, City Attorney

System Innovators, a div of N. Harris Computer Corp.

By: Jeffrey Sumner
Its: Executive Vice President
Summary

The City of Glendale (referred to as the “Client”) has requested System Innovators Professional Service for iNovah – SmartGov Interface as defined within this Agreement. System Innovators will work closely with the Client to ensure success of the overall project.

The Client acknowledges that this project is fixed in scope and duration as defined within the Agreement. Modifications to the scope, duration, and other terms of this Agreement will be processed in accordance with the Project Change Control procedure as described herein. The pricing provided is based upon documentation listed in Appendix A. Adjustments to items in Appendix A will result in a Project Change Request.

Assumptions

1. The Client will employ the human resources necessary to ensure the project is successfully completed on schedule. These resources will include 1) a Project Manager who has the authority to represent the Client in all aspects of this Agreement; 2) subject matter experts who can define the requirements and business rules that dictate the design of the customizations; and 3) technical staff who can provide System Innovators with support for the Client’s computing environment (personal computers, servers, network, software, and so forth) as well as technical support for third-party systems that interface with System Innovators’ software.

2. The Client or Client’s delegate will produce a tested and documented application programming interface (API) to any application to be interfaced with System Innovators products and/or software.

3. The Client will provide System Innovators with remote access to their computing environment so that System Innovators may support the Client with delivery, implementation, and testing of the customized software. System Innovators’ access to the Client’s computing environment may be accomplished through such means as a high-speed virtual private network (VPN) or an Internet-based remote access tool (such as Go To Meeting or Turbo Meeting).

4. The Client will provide a fully functional test system including hardware, software, documentation and any system software and/or upgrades necessary to complete acceptance testing.

5. The Client will install and configure all required personal computers, hardware, software, and communications networking in advance of planned delivery of Systems Innovator’s software and/or services. The Client will inform System Innovators of any changes related to their system configuration.

6. Professional services hours have been estimated based on known requirements listed in Appendix A as provided by the Client as of the date of this quote. Services are subject to change based on new, or updated requirements.

7. The Client will prepare an acceptance test plan and test scripts, perform acceptance testing, and report test results and identified defects to the Systems Innovator Project Manager within the specified timeline agreed upon in the project plan.

a. Defect Criteria - Any issue identified during the execution of test scripts during any of the test phases will be assigned a severity level from one to four (defined below) if the issue is a defect. A defect is defined as an item that does not function as designed. The source of truth for the design is the associated functional or integration specification.

b. The standard System Innovators Defect severity levels are defined as follows:

   i. Severity 1 – Blocking defect associated with a critical functionality preventing continuation of the testing scenario; no workaround available

   ii. Severity 2 – Defect associated with a critical functionality; a workaround is available

   iii. Severity 3 – Defect associated with non-critical functionality

   iv. Severity 4 – Cosmetic defect
### SOFTWARE LICENSES AND MODULES

<table>
<thead>
<tr>
<th>Module</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real-Time Interface - iNovah</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>(Existing Customer Discount $10,000)</td>
<td>($10,000.00)</td>
</tr>
<tr>
<td><strong>Software Licenses Total:</strong></td>
<td><strong>$20,000.00</strong></td>
</tr>
</tbody>
</table>

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initiation, Kickoff and Planning</td>
<td>$5,280.00</td>
</tr>
<tr>
<td>Analysis and Design Services</td>
<td>$10,800.00</td>
</tr>
<tr>
<td>Development and Configuration of iNovah and Interfaces</td>
<td>$39,600.00</td>
</tr>
<tr>
<td>Testing: Integration, Functional and User Acceptance Testing</td>
<td>$7,200.00</td>
</tr>
<tr>
<td>Deployment to Production and Go-Live</td>
<td>$2,880.00</td>
</tr>
<tr>
<td>Transition: Go-Live Support and Transition to Client Services</td>
<td>$2,880.00</td>
</tr>
<tr>
<td><strong>Professional Services Total:</strong></td>
<td><strong>$68,640.00</strong></td>
</tr>
</tbody>
</table>

**Software and Services Total:** $88,640.00

### Payment Schedule

This schedule represents the fixed-price professional services investment for the design, development, coding, testing, and implementation the requested modification described in the Statement of Work. This investment will be paid in installments based on the milestones identified in the following payment schedule.

<table>
<thead>
<tr>
<th>Payment Number</th>
<th>Milestone</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>100% License fee Due Upon signed Agreement</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>2</td>
<td>50% of Project Initiation Phase Due Upon Start</td>
<td>$2,640.00</td>
</tr>
<tr>
<td>3</td>
<td>50% of Project Initiation Phase Due Upon Complete</td>
<td>$2,640.00</td>
</tr>
<tr>
<td>4</td>
<td>50% of Analyze and Design Phase Due Upon Start</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>5</td>
<td>50% of Analyze and Design Phase Due Upon Complete</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>6</td>
<td>50% of Develop Phase Due Upon Start</td>
<td>$19,800.00</td>
</tr>
<tr>
<td>7</td>
<td>50% of Develop Phase Due Upon Complete</td>
<td>$19,800.00</td>
</tr>
<tr>
<td>8</td>
<td>50% of Test Phase Due Upon Start</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>9</td>
<td>50% of Test Phase Due Upon Complete</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>10</td>
<td>50% of Deploy Phase Due Upon Start</td>
<td>$1,440.00</td>
</tr>
<tr>
<td>11</td>
<td>50% of Deploy Phase Due Upon Complete</td>
<td>$1,440.00</td>
</tr>
<tr>
<td>12</td>
<td>50% of Transition Phase Due Upon Start</td>
<td>$1,440.00</td>
</tr>
</tbody>
</table>
13% of Transition Phase Due Upon Complete

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Travel (Per Trip - $2,500 – billed as incurred)</td>
<td>$7,500.00</td>
</tr>
</tbody>
</table>

**Software and Services and Travel Total Investment:** $88,640.00

**ANNUAL SUPPORT and MAINTENANCE – 1st Year**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Real-Time Interface Support</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>(Existing Customer License Support – Discount $2,500)</td>
<td>($2,500.00)</td>
</tr>
<tr>
<td><strong>Support and Maintenance Total:</strong></td>
<td>$5,000.00</td>
</tr>
</tbody>
</table>

**Notes:**

- The annual support and maintenance investment for application interfaces applies only to those interfaces written and maintained by System Innovators. Support fees for interfaces include modifying interfaces to comply with changes forced by legislation or System Innovators system upgrade. Support Fees for all payment collection software products licensed by System Innovators include help desk support services and upgrades to the latest versions of the licensed software as they become available. The annual Software Support Fee for iNovah entitles the Customer to upgrades/updates to iNovah as defined in the master annual support and maintenance agreement.
- System Innovators’ pricing does not include the cost for changes to 3rd party systems.
- Should the project require travel to the Client’s location, then System Innovators will charge a fixed price of $2,500 for each one (1) person trip, which will be billed as incurred.

**Estimated Delivery Schedule**

Once the Client has authorized this additional service, System Innovators will prepare a project schedule for this additional service. The project schedule will identify the project start date and end date as well as a timeline for all project milestones. The project schedule will be mutually monitored and managed by the Client and System Innovators. Any variation to the dates and milestones defined in the project schedule must be mutually agreed upon by the Client and System Innovators.

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Estimated Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable #1: Project Kick-off Meeting</td>
<td>Day 1</td>
</tr>
<tr>
<td>Deliverable #2: Business Requirements Document</td>
<td>Day 30</td>
</tr>
<tr>
<td>Deliverable #3: Interface delivery in Test Environment</td>
<td>Day 60</td>
</tr>
<tr>
<td>Deliverable #4: Implementation of enhanced software in Production Environment (Go-live)</td>
<td>Day 120</td>
</tr>
</tbody>
</table>
Project Change Control

All change requests will be submitted in writing and contain a description of the request and business justification. The party requesting the change shall deliver the change request to the other party for evaluation, and ultimately, for acceptance or rejection. The receiving party will provide a written summary of impacts including changes to scope, duration, and cost. Both the Systems Innovators Project Manager and the Client Project Manager must approve each change before amending this Agreement or implementing the change. The terms of a mutually agreed upon Amendment will prevail over those of this Agreement or any previous Amendments.

Required Consent

The Client will promptly obtain, and provide to System Innovators, the necessary consent for System Innovators to deliver the Services described in this Agreement. Required consent means any consent or approvals required to give System Innovators and its subcontractors the right or license to access, use, and/or modify (including creating derivative works) the hardware, software, firmware, and other products that the Client uses, without infringing the ownership or license rights (including patent and copyright) of the providers or owners of such products.
Signature Block

By signing below, Customer authorizes System Innovators to proceed with the efforts necessary to perform this work. **This quote expires 225 days from the Quote Date.**

Agreed to: **Glendale, AZ** by its duly authorized representative:

____________________________________________________________________________________

Title: ________________________________________________________________________________

Signature: _____________________________________________________________________________

Date: _________________________________________________________________________________

May 29, 2019

**Ship To Information:**

Deliver to Name: ____________________________________________________________

Address: __________________________________________________________________________

City/State/Zip: ______________________________________________________________________

Phone No.: ____________________________

**Billing Information:**

Bill to Name: ________________________________________________________________________

E-mail: ____________________________________________________________________________

Phone No.: _________________________________________________________________________

PO No.: ___________________________________________________________________________
Appendix A

Statement of Work Assumptions:

1. SmartGov will provide a single Web Service for each of 4 types of processes:
   a. Search on Customer Name, email, address
      i. Search will return all licenses and permits with outstanding balances grouped by customer so the cashier can multi-select them.
      ii. Si will need to know how to differentiate permits and licenses so we can map them to the correct payment type.
      iii. Wild cards search capability; max number of items; no items found matching criteria all need to be defined.
   b. Inquiry on Permit # or License #
      i. Inquiry will return the detailed payment information identifying the Permit or License.
      ii. Only one amount due will be returned and used as a default amount for the payment.
      iii. The general ledger clearing account will be configured at the allocation level. No changes are expected to the existing Munis GL Export.
      iv. Different clearing accounts for Licenses vs Permits can be assigned at the allocation level.
   c. Payment will send the Permit # or License # being paid, the amount, receipt number and date at a minimum.
      i. A return value indicating the payments posting status should be returned along with a meaningful error message if it fails.
   d. Voiding a payments (in case of a mistake) will also need to be supported.
      i. A return value indicating the payments posting status should be returned along with a meaningful error message if it fails.
2. The SmartGov Web Services above need to be defined and shell accessible as part of the Analyze and Design phase. Development cannot begin until the specifications have been approved by the client.
3. The SmartGov Web Services above need to be available for System Innovators to test against during the Development Phase of the project.
4. Changes to the SmartGov Web Services after Development start may result additional charges.
5. iNovah will provide the ability to configure the url for the web services, as well as an application user and password, per SmartGov instance. Thus the production instance of iNovah can point to the production url for SmartGov, while the test instance of iNovah points to the test instance of SmartGov.