

AMENDMENT NO. 2  
Professional Services Agreement  
between City of Glendale and System Innovators,  
A Division of N. Harris Computer Corporation  
Contract No. C-11434)

This Amendment No. 2 (“Amendment”) to the Support and Maintenance (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, (“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 (“Agreement”); and
- B. City and System Innovators entered into Amendment No. 1 to the Support and Maintenance Agreement on August 13, 2019 for a interface to the iNovah cashiering system with SmartGov for customer payments; and
- C. 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 herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby 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 extended for a (3) three-year period from January 1, 2023, through December 31, 2025. Thereafter, the City may extend the Agreement for an additional two (2) years renewable on an annual basis, unless terminated by either party upon giving to the other not less than two (2) month notice in writing prior to the end of any subsequent renewal term. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The Scope has changed by the removal of the Teleworks IVR Interface. All other Software and Maintenance products shall remain the same.

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4. **Compensation.** The City will pay Contractor \$257,593.00 for the initial term and includes all renewal periods as further defined in Exhibit B, Annual Support and Maintenance Fee.
5. **Insurance Certificate.** Current certificate will expire on City will (Date) and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **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.
7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **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.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

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CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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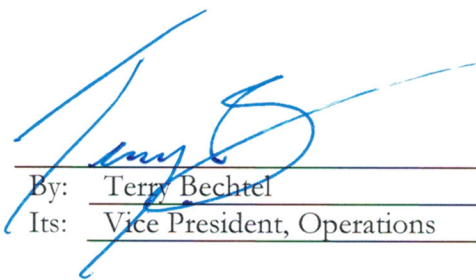
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

SYSTEMS INNOVATORS, A  
DIVISION OF N. HARRIS  
COMPUTER COMPANY



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By: Terry Bechtel

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Its: Vice President, Operations

**Exhibit B**  
**Annual Support and Maintenance Fee**

Year 1 – Year 3 Support and Maintenance Fees with optional Year 4 and Year 5.

		Year 1: 1/1/2023-12/31/2023		Year 2: 1/1/2024-12/31/2024		Year 3: 1/1/2025-12/31/2025		Optional Year 4: 1/1/2026-12/31/2026		Optional Year 5: 1/1/2027-12/31/2027		
<b>Software Support</b>												
	iNovah- SWS - 300,000 Receipts License	\$	24,062.46	\$	25,265.58	\$	26,528.86	\$	27,855.31	\$	29,248.07	
	Northstar Real Time Interface	\$	9,669.78	\$	10,153.27	\$	10,660.93	\$	11,193.98	\$	11,753.68	
	Tyler Munis GL Batch File	\$	2,993.71	\$	3,143.40	\$	3,300.57	\$	3,465.59	\$	3,638.87	
	Hansen Permitting Batch File	\$	2,993.71	\$	3,143.40	\$	3,300.57	\$	3,465.59	\$	3,638.87	
	SmartGov	\$	5,512.50	\$	5,788.13	\$	6,077.53	\$	6,381.41	\$	6,700.48	
	<b>Qty</b>	<b>Hardware Support</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Unit Price</b>	<b>Extended</b>
4	TPGA776 Printer - HWX		\$ 255.26	\$ 1,021.04	\$ 268.02	\$ 1,072.09	\$ 281.42	\$ 1,125.70	\$ 295.50	\$ 1,181.98	\$ 310.27	\$ 1,241.08
4	APG Cash Drawer - HWX		\$ 91.16	\$ 364.64	\$ 95.72	\$ 382.87	\$ 100.50	\$ 402.02	\$ 105.53	\$ 422.12	\$ 110.81	\$ 443.22
	<b>Term Total</b>		<b>\$</b>	<b>46,617.84</b>	<b>\$</b>	<b>48,948.73</b>	<b>\$</b>	<b>51,396.17</b>	<b>\$</b>	<b>53,965.98</b>	<b>\$</b>	<b>56,664.28</b>

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