

**C23-0496-2**

**AMENDMENT NO. 1**  
Software Services Agreement  
(LeadsOnline, LLC, Contract No. C23-0496)

This Amendment No. 1 (“Amendment”) to the Software Services Agreement (“Agreement”) is made this **8th day of April, 2025**, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and LeadsOnline, LLC, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Nighthawk.Cloud, Inc. (“Contractor”) previously entered into a Software Services Agreement, Contract No. C23-0496, dated May 23, 2023 (“Agreement”); and
- B. The original Agreement was for a one-year initial period expiring on May 22, 2024 with four (4) additional one-year renewal periods available.
- C. The Agreement was extended by a one-year period which will expire on May 22, 2025. There are three one-year renewal periods available on the Agreement.
- D. LeadsOnline, LLC aquired Nighthawk.Cloud, Inc. Therefore, all references to Nighthawk.Cloud, Inc. are replaced with LeadsOnline, LLC. LeadsOnline LLC agrees to assume all rights and obligations of Nighthawk Cloud, Inc.
- 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 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 one-year period from May 23, 2025 through May 22, 2026, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of the work has been increased to include four (4) additional Nighthawk User Licenses.
- 4. **Compensation.** The compensation has been increased by \$34,000 for a new not to exceed amount of \$186,745.42.

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.** 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.
7. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
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.]

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

LeadsOnline, LLC  
A Delaware Limited liability company

Signed by:  
 3/26/2025  
C1D2271193E6400...

By: Alexander Finley

Its: CEO



# RENEWAL QUOTE

**Customer:**

Glendale Police Department  
 6835 North 57th Drive  
 Glendale, AZ 85301

**Quote#:** SQ-02451

**Quote Date:** 02/19/2025

**Agency ID:** 4076-N1

**Unit:**

Glendale AZ PD

**Terms:** Quote Only

<b>PO Number:</b>

Qty	Scope of Services	Rate	Start Date	End Date	Amount
14	NightHawk User Licenses	\$2,595.75	05/01/2025	04/30/2026	\$36,340.50
1	Sales Tax (9.2%)	\$3,343.33	05/01/2025	04/30/2026	\$ 3,343.33

<p><b>Payment is due within 30 days of renewal. Please notate your Agency ID 4076-N1 and Invoice# SQ-02451 on your payment.</b></p> <p>Questions? Contact us at (800) 311-2656 or support@leadsonline.com</p> <p>Please email Purchase Orders to accounting@leadsonline.com</p>	<p><b>Total: \$39,683.83</b></p>
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**REMIT BY CHECK:**

LeadsOnline Parent, LLC  
 dba LeadsOnline LLC  
 6900 Dallas Pkwy Ste 825  
 Plano, TX 75024-4200

**REMIT BY EFT/ACH:**

JPMorgan Chase Bank  
 Type: Checking  
 Routing No: 111000614  
 Account No: 865536111

**IMPORTANT LINKS:**

Download our W-9: [www.leadsonline.com/w9](http://www.leadsonline.com/w9)  
 Federal Unique Entity ID: K4D3PL65RSJ8

**LeadsOnline Terms & Conditions:**

This order is subject to and governed by the terms and conditions located here ([LeadsOnline](#)) ([CellHawk](#)) ([NightHawk](#)) unless LeadsOnline and the Customer above have otherwise executed a written agreement for the Service, in which case that agreement governs this order. If, for any reason, you are unable to view the terms at the website given above, please contact your LeadsOnline representative. LeadsOnline may include a purchase order number on Customer's invoice solely for Customer's internal payment and record keeping processes. Any terms within any purchase order provided to LeadsOnline in response to a quote, order form, invoice or otherwise will not modify or enlarge the obligations or liabilities of either party.