

**AMENDMENT AND ADDITIONS  
TO BENCHMARK ANALYTICS LICENSE AGREEMENT**

This amendment (“Amendment”) is made this   4   day of December 2018, between Benchmark Analytics, L.L.C., 1801 W. Belle Plaine Avenue, Suite 209, Chicago, Illinois 60613 (“Benchmark” or “Benchmark Analytics”) and the City of San Luis, having its Police Department’s administrative office at 1030 E. Union Street, San Luis, Arizona 85349 (“Client”). Benchmark and Client may be referred to singularly as the “Party” and collectively as the “Parties.”

In consideration of the mutual benefits and obligations set forth in this Amendment, the Parties agree to the following changes to the Benchmark Analytics License Agreement:

The section on page one (1) titled “Client Information” is amended in its entirety as follows:

Client: City of San Luis, Arizona

Address:  
City of San Luis  
San Luis Police Department  
1030 E. Union Street  
San Luis, Arizona 85349

[Address for U.S. Postal Service]  
PO BOX 1170  
SAN LUIS AZ 85349-1170

Contact: Richard Jessup  
Title: Chief of Police  
Telephone: 928-341-2420  
Email: [riessup@cityofsanluis.org](mailto:riessup@cityofsanluis.org)

Section 22 is amended in its entirety as follows:

**Notices.** Any notices required or permitted under this Agreement shall be in writing. It shall be effective when delivered (or refused delivery) in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending Party has been apprised.

**Other Communication.** Other communication which is not notice required under this Agreement but is approval, request, authorization, direction, or other communication under this Agreement shall be in writing and may be by:

- (1) e-mail by either Party to the other Party at the e-mail addresses set forth in this Agreement or any more recent address to which the sending Party has been apprised, and
- (2) Benchmark Analytics may communicate by conspicuously posting information on its official website ("Site") after Benchmark Analytics has alerted the Client of new information on the Site by email at the Client's e-mail address set forth in this Agreement or any more recent address to which Benchmark Analytics has been apprised.

Section 26 is added as follows:

**Pricing.** Included in the initial license fee and the license fee for each of 2 renewal terms is:

- (1) for no additional charge a \$1,500.00 value for one (1) integration annually,
- (2) for no additional charge Project Management,
- (3) for no additional charge Training Plan, and
- (4) for no additional charge Support.

Section 27 is added as follows:

**Provisions required of cities under Arizona Law.**

**Conflict of Interest.** Benchmark Analytics declares that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement. Developer further declares that in the performance of this Agreement no subcontractor or person having such interest shall be employed. Benchmark Analytics certifies that, if it hires any employee, no one who has or will have any financial interest in this License Agreement is an officer or employee of the Client. Under Arizona law, rules and regulations, no member, official or employee of the Client shall have any personal interest, direct or indirect in this License Agreement, nor shall any such member, official or employee participate in any decision relating this License Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This License Agreement is subject to A.R.S. §38-511.

**Employment Eligibility.** Benchmark Analytics hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this License Agreement. The Client retains the legal right to inspect the papers of Benchmark Analytics to ensure that Benchmark Analytics complies with this warranty.

**Boycott.** Benchmark Analytics certifies that it does not participate in, and agrees not to participate in during the term of this License Agreement a boycott of Israel under A.R.S. § 35-393.01.

	<b>City of San Luis, Arizona</b>  _____ Signature  _____ Print Name  _____ Title
<b>ATTEST:</b>  _____ Sonia Cornelio, City Clerk	<b>APPROVED AS TO FORM:</b>  _____ Kay Marion Macuil, City Attorney
	<b>Benchmark Analytics</b> <i>Ron Huberman</i> _____ Signature  _____ Ron Huberman Print Name  _____ CEO Title