

C-8266-1  
10/17/2013



e-fense, Inc  
P O Box 35561  
Washington, D C 20033  
800-793-8205

CITY CLERK  
ORIGINAL

QUOTE

QUOTE NO 2013-1017-01  
DATE October 17, 2013

SENT TO Daniel Soto  
Glendale Police Dept  
6835 N. 57 Drive  
Glendale, AZ 85301

SALES PERSON/QUOTE PREPARED BY	Phone	PAYMENT TERMS	DUE DATE
Phillip Denby - pdenby@e-fense.com	202-429-4797	Due Upon Expiration	1/15/2014

QUANTITY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Helix3 Professional Subscription: January 15, 2014 - January 15, 2015	\$239.00	\$239.00

SUBTOTAL	\$ 239.00
SALES TAX	0.00%
TOTAL	\$ 239.00

\*\*\* No cancellation or refund allowed, within the first year. Forum Memberships will automatically renew for another calendar year, unless e-fense is notified 30 days in advance of the expiration date\*\*\*

Carpe Datum!  
THANK YOU FOR YOUR BUSINESS!



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Washington, D.C. 20033

800.793.8205  
720.554.0890

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#### 8 GOVERNING LAW.

This EULA shall be governed by and construed under the laws of the State of Colorado. You consent and agree that all legal proceedings relating to the subject matter of this EULA shall be maintained in courts sitting within the State of Colorado, and that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

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Washington, D C 20033  
USA

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## ADDENDUM

e-fence, Inc. ("Consultant") further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Consultant, and on behalf any subconsultant, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Consultant or subconsultant employee who performs work under this Agreement to ensure that Consultant or any subconsultant is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Consultant shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Consultant's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

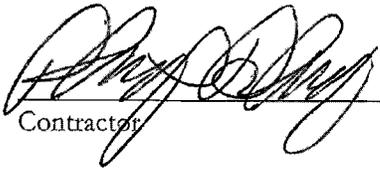
**II. Conflicts.** The End User License Agreement (the "Agreement") between the parties is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**III. Governing Law.** The Agreement will be governed by the laws of the State of Arizona, and venue for any action brought relating to the Agreement is proper only in Maricopa County, Arizona. This Paragraph III explicitly supersedes and replaces the conflicting language in Paragraph 8 of the Agreement.

**IV. Entire Agreement.** The Agreement and this Addendum constitute the entire understanding between the parties with respect to the subject matter of the Agreement and Addendum. This Paragraph IV explicitly supersedes and replaces the conflicting language in Paragraph 9 of the Agreement.

**V. Addendum and Agreement Conflict.** In the result of any conflict between the Agreement and this Addendum, the terms of this Addendum prevail.

[SIGNATURES ON NEXT PAGE]

  
Contractor

  
City

12-11-13  
Date

1/16/14  
Date

**ATTEST:**  
  
City Clerk

