

**CITY CLERK
ORIGINAL**

C-8670-1
12/18/2014

AMENDMENT NO. 1
to
CHERRY ROAD TECHNOLOGIES AGREEMENT
(Contract No. C-8670)

This Amendment to the Service Agreement is made this 18th day of December, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Cherry Road Technologies, Inc., a Florida corporation authorized to do business in Arizona ("Consultant").

RECITALS

- A. City and Consultant previously entered into a Service Agreement, Contract No. C-8670, dated October 22, 2013 ("Agreement"); and
- B. City and Consultant 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 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and Consultant hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Scope Of Work.** Consultant's scope of work is amended as of the Effective Date of this Amendment and Exhibit A of the original Agreement is amended as set forth in Exhibit A-Amendment No. 1, attached to this Amendment.
- 3. **Compensation.** Section 11.0 of the Statement of Work is deleted and replaced by the Schedule of Deliverables in Exhibit A-Amendment No. 1. All references to compensation in the Agreement are deleted and replaced by the following:

"Client agrees to pay all costs as outlined in the Statement of Work attached to the Agreement as Exhibit A, and the costs of the Amended Statement of Work (Change Order #02) which is attached to the First Amendment to the Agreement as Exhibit A- Amendment 1, and incorporated by reference. The maximum amount of Amendment 1 shall not exceed Four Hundred Thirty Seven Thousand and Two Hundred Dollars (\$437,200) and the total cost of the work performed by Consultant shall not exceed One Million Two Hundred Five Thousand One Hundred Sixty Dollars (\$1,205,160). The parties acknowledge that the total cost

described in the preceding sentence includes money for contingencies that may arise during the course of the project, and that the actual total cost may be less than the total cost described in the preceding sentence.”

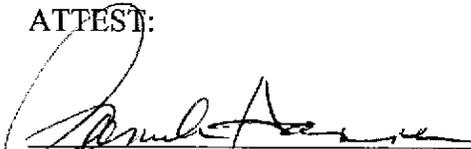
4. **Other Terms Unmodified.** Except as provided in this Amendment, all provisions, terms, and conditions of the Agreement remain unmodified and in effect. In the event any provision of this Amendment conflicts with the Agreement, the provisions of this Amendment prevail.

CITY OF GLENDALE, an Arizona
municipal corporation



Brenda S. Fischer, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Cherry Road Technologies, Inc.



By: Jeremy Gulben
Its: President

EXHIBIT A-AMENDMENT NO. 1

Phase	ID	Description	Completed / Planned	Contract Amount	CO #01 Platform Migration	CO #02 Modernization	Deliverable Total	Paid
1	P1.1	Preliminary Project Plan	11/18/2013	\$52,032.00			\$52,032.00	\$52,032.00
1	P1.2	Project Standards & Procedures	11/18/2013	\$19,512.00			\$19,512.00	\$19,512.00
1	O1.2	Project Team Kickoff / Weekly Status Meeting	11/25/2013	\$39,024.00			\$39,024.00	\$39,024.00
1	F2.1	Requirements Document	12/13/2013	\$52,032.00			\$52,032.00	\$52,032.00
1	F2.2	Fit/Gap Analysis Document	12/20/2013	\$39,024.00			\$39,024.00	\$39,024.00
1	F2.3	Gap Resolution Document	12/20/2013	\$6,504.00			\$6,504.00	\$6,504.00
2	P2.1	Project Scope Document	10/4/2014	\$45,528.00			\$45,528.00	
2	P2.2	Project Plan Updated	10/4/2014	\$45,528.00			\$45,528.00	
2	P3.1	Test Plan	11/30/2014	\$32,520.00			\$32,520.00	
2	A3.1	Test Move 1 Completed	12/14/2014	\$97,560.00	\$9,000.00		\$106,560.00	
2	F3.3	Functionality Unit Tested	12/28/2014	\$26,016.00			\$26,016.00	
2	D3.7	Development Unit Tested	1/31/2015	\$26,016.00			\$26,016.00	
2	O3.5	End User Training Curriculum Plan	1/25/2015	\$26,016.00			\$26,016.00	
2	F4.1	Test Scripts	12/28/2014	\$26,016.00			\$26,016.00	
2	A4.1	Test Move 2 Completed	2/1/2015	\$6,504.00		\$83,040.00	\$89,544.00	
2	A4.2	Test Move 3 Completed	5/24/2015	\$6,504.00	\$9,000.00		\$15,504.00	
2	P4.1	Deployment Plan	3/1/2015	\$32,520.00		\$83,040.00	\$115,560.00	
2	P5.1	Execute Deployment Plan	5/1/2015	\$32,520.00		\$83,040.00	\$115,560.00	
2	F4.4	Final Application Configuration Document	4/1/2015	\$3,252.00		\$83,040.00	\$86,292.00	
2	D4.2	Final Interface Retrofit Specifications	6/1/2015	\$3,252.00			\$3,252.00	
2	D4.3	Final Customization Retrofit Specifications	6/1/2015	\$3,252.00			\$3,252.00	
2	S4.3	Final Workflow Specifications	6/1/2015	\$3,252.00		\$83,040.00	\$86,292.00	
2	S4.4	Final Security Specifications	6/1/2015	\$3,252.00			\$3,252.00	
2	D4.4	Final Report Retrofit Specifications	6/1/2015	\$3,252.00			\$3,252.00	
2	F5.1	Production Support	6/1/2015	\$6,504.00			\$6,504.00	
2	F5.2	Final Acceptance	6/19/2015	\$13,008.00			\$13,008.00	
		Total Cost		\$650,400.00	\$18,000.00	\$415,200.00	\$1,083,600.00	\$208,128.00