CITY CLERK
ORIGINAL

C-9551
12/18/2014

SYSTEM IMPLEMENTATION & LICENSE AGREEMENT

PARADIGM SOFTWARE, L.L.C. ("PARADIGM"), by its acceptance of this agreement (the "Agreement"), agrees to sell, deliver and install, the hardware described on the attached Purchase Price and Payment Schedule (the "Hardware"), in addition, PARADIGM agrees to deliver and install the proprietary software described on the attached Purchase Price and Payment Schedule (the "Software"), and to grant to the customer identified below (the "CUSTOMER") a license to use the Software as set forth below. CUSTOMER agrees to purchase the Hardware, accept the license for the Software, and accept services relative to installation, training, conversions, interfaces and other matters, all in accordance with the schedules and attachments listed below and the TERMS AND CONDITIONS included in this agreement, each of which is incorporated herein. PARADIGM standard support services are governed by the Paradigm Standard Support Services Agreement.

THIS AGREEMENT, INCLUDING ALL OF ITS TERMS AND CONDITIONS AND ALL OTHER ATTACHMENTS, IS THE ENTIRE AGREEMENT AND CANNOT BE MODIFIED EXCEPT BY WRITING SIGNED BY THE DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES. CUSTOMER UNDERSTANDS THAT THE FEES CHARGED BY PARADIGM IN THIS AGREEMENT REFLECT THE ALLOCATION OF RISKS EXPRESSED BY THE LIMITED WARRANTY, THE EXCLUSIVE REMEDY FOR BREACH OF THAT LIMITED WARRANTY, AND THE LIMITATIONS OF LIABILITY AND DAMAGES WHICH ARE SET FORTH ON THE FOLLOWING PAGES. BY SIGNING WHERE INDICATED BELOW, CUSTOMER ACCEPTS THESE TERMS AND AFFIRMS IT UNDERSTANDS THAT TO CHANGE THEM WOULD AFFECT THE ECONOMIC BARGAIN EXPRESSED IN THIS CONTRACT.

TERMS AND CONDITIONS

1. CHARGES AND PAYMENT. (a) CUSTOMER agrees to pay the charges in the amounts and according to the schedule specified herein: (1) $35,575.00, for all of the items/services described in the attached Price Sheet entitled PURCHASE PRICE AND PAYMENT SCHEDULE; and (2) $4,715.00, for the Gate, Gate Loop Detector and Gate Loop Wire (500'), described in the OPTIONAL HARDWARE & SOFTWARE SCHEDULE. The total amount CUSTOMER agrees to pay according to this Agreement within 30 days of the Effective Date of this Agreement is **$40,290.00**.

(b) The City may request that PARADIGM provide additional items and services not described in the attached Price Sheet entitled PURCHASE PRICE AND PAYMENT SCHEDULE. If PARADIGM provides such software, goods or services not expressly agreed to in the attached Price Sheet entitled PURCHASE PRICE AND PAYMENT SCHEDULE, CUSTOMER will be charged and agrees to pay the cost listed on the OPTIONAL HARDWARE & SOFTWARE SCHEDULE. If the cost of the software, goods or services is not listed on OPTIONAL HARDWARE & SOFTWARE SCHEDULE, PARADIGM and the City shall agree that such goods and services will be charged at PARADIGM's then current rate. **The cost of such additional software, goods or services, however, shall not exceed $10,000.00 per year in any year this Agreement remains in effect.**

(c) CUSTOMER agrees to pay a finance charge equal to one and one-half percent (1 1/2%) per month on all amounts not paid within sixty (60) days from the date of invoice. Prices and fees are exclusive of all current or future excise, sales, use, occupational, or like taxes that may be applicable to the City and CUSTOMER agrees to pay any such tax PARADIGM may be required to collect or pay upon the sale or delivery of items purchased or licensed. Exemption from such taxes, if any, shall be the responsibility of CUSTOMER to pursue.

(d) **The total value of the items and services that may be purchased pursuant to this Agreement shall not exceed $90,290.00 for the Initial five (5) year term, as defined in Section 9 below.**

2. CUSTOMER RESPONSIBILITIES. CUSTOMER shall be responsible for timely site preparation including, but not limited to, adequate electrical power for computer operation, high-speed internet connection and installation of all cabling. CUSTOMER shall make available up to three (3) qualified personnel to be trained by PARADIGM in the use, operation, and management of the Hardware and Software, and shall provide and adequately manage the resources necessary to implement and operate the Hardware and Software, including without limitation completion of PARADIGM start-up questionnaires, timely selection among options and parameters, and construction of data dictionaries. CUSTOMER shall

comply with laws, use proper audit controls and operating methods, adequately back-up data and programs, and establish and maintain security and accuracy of data.

3. TRAINING. PARADIGM shall provide standard training in the use of the Hardware and Software according to the Purchase Price and Payment Schedule section of this Agreement. Such training will be provided at a mutually agreeable location over a period of approximately four (4) days during installation. All travel, lodging and expenses related to the training will be included in the daily on site rate and shall be invoiced to and paid by the CUSTOMER in accordance with the above provisions.

4. DELIVERY. Subject to the manufacturer's schedule or other agreement of the parties, shipment of Hardware shall be made on or about the date that CUSTOMER completes the above training. The Hardware Schedule shall specify who will install and set up the Hardware. PARADIGM will install the Software on the Hardware prior to delivering it. The terms and conditions of sale and the warranties, if any, applicable to the Hardware or any other products not manufactured by PARADIGM (including software) are as provided by the applicable manufacturers, as set forth on the Manufacturer Supplement attached hereto. Good and merchantable title and risk of loss in and to the Hardware shall pass to CUSTOMER upon delivery to the CUSTOMER. CUSTOMER shall pay or reimburse PARADIGM for all costs of Hardware, shipping, rigging, transportation and insurance which shall be invoiced to CUSTOMER in accordance with the above provisions and per the Purchase Price and Payment Schedule.

5. SECURITY. PARADIGM reserves a security interest, for the amount of all outstanding payments due to PARADIGM hereunder, in each item of Hardware, and shall have all of the rights of a secured creditor under the Uniform Commercial Code with respect thereto. Such a security interest shall be retained and may be enforced by Software disablement until CUSTOMER's payment obligations for all Hardware and Software are fully discharged. CUSTOMER hereby appoints PARADIGM as its attorney-in-fact for the purpose of executing and filing financing statements to perfect its security interest, and PARADIGM shall, at the request of CUSTOMER, execute a termination statement evidencing the discharge of such obligations in the event a financing statement is filed.

6. CONFIDENTIALITY. PARADIGM shall not disclose any confidential information concerning CUSTOMER or its affairs, unless required by law. CUSTOMER shall not disclose any of the terms of this Agreement to any person unless required by law. If required to disclose any such information, PARADIGM or CUSTOMER, as appropriate, shall give the other advance notice as soon as reasonably possible.

7. ASSIGNMENT. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. CUSTOMER may not assign, sell or otherwise transfer this Agreement nor any of the rights hereunder without the prior, express written consent of PARADIGM.

8. GRANT OF LICENSE. Subject to the terms and conditions set forth in this Agreement, and effective upon acceptance of this Agreement, PARADIGM hereby grants to CUSTOMER, and CUSTOMER hereby accepts, a nonexclusive, nontransferable license to use, as herein provided, a single, executable copy an object code version of the Software and a single printed copy of PARADIGM's current, standard user manuals and training materials ("Documentation"). PARADIGM reserves all rights, privileges and interests not expressly granted to CUSTOMER, who shall acquire no right, title, interest or privilege with respect to the Software or the Documentation by implication.

9. LICENSE TERM AND RENEWAL. The term of the license herein granted for an initial term of five (5) years commencing on the date this Agreement is executed and approved by the CUSTOMER. The Agreement shall remain in full force and effect for the entire five (5) year period, unless terminated earlier as provided herein. If CUSTOMER is not in default under this Agreement or any other agreement with PARADIGM and is currently covered under a valid Paradigm Standard Support Services Agreement, the term of this license may be renewed upon the same terms and conditions herein, by a signed, written agreement of both parties, for one (1) additional five (5) year term. Such renewal is not automatic and may only occur if the CUSTOMER gives written notice of its election to renew the license at least ninety (90) days prior to the expiration of the initial term. At the expiration of the renewal term, CUSTOMER may purchase a new license for PARADIGM's then current software by paying a license fee in an amount equal to fifty percent (50%) of the license fee specified on the Purchase Price and Payment Schedule (*i.e.*, $17,787.50) plus any cumulative adjustments for the Consumer Price Index, which shall be due and payable immediately upon commencement of the new license term. The new license shall continue for a period of five years from the date it is purchased by the CUSTOMER. The cost of services may be adjusted at the time of renewal in the manner described herein, in accordance with changes in the Consumer Price Index,

published by the U.S. Department of Labor, Bureau of Labor Statistics [All Urban Consumers (CPI-U), U.S. City Average, All items, 1982-84=100] (the "CPI").

10. SCOPE. A single, executable copy of the object code version of the Software may be used by CUSTOMER for testing purposes and for processing of data, but such data shall be strictly limited to data of CUSTOMER created or used in the connection with CUSTOMER. Neither the Software nor the Documentation may be used in any manner directly or indirectly related to or in connection with the operation or management of any other business including without limitation any timeshare, facilities management, data processing service or billing service. CUSTOMER shall not modify or sublicense the Software or the Documentation. The Software may not be used with more than the number of terminals agreed to in this Agreement. PARADIGM shall provide CUSTOMER with a single, back-up copy of the Software which CUSTOMER shall keep in a secure location reasonably approved by PARADIGM in advance. CUSTOMER shall place on all copies of the Software any notice, including, copyright notice, requested by PARADIGM.

11. TITLE AND OWNERSHIP. PARADIGM is and shall be the exclusive owner or sub-licensor, as appropriate, of the Software, the Documentation and all associated materials provided to CUSTOMER, all modifications, additions, derivatives and enhancements thereof, all copies thereof, and all rights, therein. All additions, modifications, derivatives and enhancements to the Software shall be considered a part of the Software, and all additions, modifications, derivatives and enhancements to the Documentation shall be considered a part of the Documentation. Physical copies of Software and Documentation are provided by PARADIGM on loan during the term of the license granted pursuant to this Agreement. CUSTOMER shall keep the Software, the Documentation, and all copies thereof free and clear of all claims, liens and encumbrances, and any act of CUSTOMER purporting to create such a claim, lien or encumbrance shall be void and shall be a breach of this Agreement. CUSTOMER hereby assigns to PARADIGM all of its right, title and interest in and to any changes, additions, derivatives and enhancements made to the Software, the Documentation or other materials provided by PARADIGM, and shall execute all documents and instruments reasonably requested by PARADIGM to effectuate such assignment. CUSTOMER agrees that the Software, Documentation and related materials, techniques and procedures furnished by PARADIGM to CUSTOMER hereunder embody exceptionally valuable trade secrets, and they are, and shall remain, the sole property of PARADIGM or its supplier(s), as appropriate. CUSTOMER shall not create or attempt to create, by de-compilation, disassembly, reverse engineering or otherwise, the source programs for the Software, from the object programs or other information made available by PARADIGM. Unless PARADIGM agrees otherwise, CUSTOMER shall not disclose, divulge or communicate to any person (including contractors and consultants), except to CUSTOMER's employees (but then only to the extent necessary for operation of the Software) the Software or Documentation.

12. PROPRIETARY RIGHTS. Any programs, works, manuals, changes, additions, alterations, amendments or enhancements in the form of new or partial programs, Software, Source Code or Documentation ("IP")as may be provided by PARADIGM under this Agreement or the System Implementation & License Agreement, and all copies thereof, shall be and remain the sole and exclusive property of PARADIGM and shall be available for use by CUSTOMER under and subject to the license granted in the System Implementation & License Agreement, the terms and conditions of which are incorporated herein. As between the parties, PARADIGM retains all right, title and interest in and to the IP, including, but not limited to, copyrights, trademarks, service marks, patents and other proprietary rights, and no such rights are conveyed to CUSTOMER by virtue of this Agreement.

13. INDEMNITY. PARADIGM will, at its sole cost, defend against any claim that the Software infringes on a U.S. copyright, a U.S. patent issued as of the effective date of this Agreement, or a trade secret, provided that (i) CUSTOMER immediately notifies PARADIGM in writing of such claim or action; and (ii) PARADIGM will have sole control of the defense and settlement of such claim or action. In defending against such claim or action, PARADIGM may (i) consent, (ii) settle; (iii) procure for CUSTOMER the right to continue using the Software; or (iv) modify or replace the Software so that it no longer infringes as long as the modification or replacement does not materially change the operational characteristics of the Software and the same functions and performance provided by the Software remain following such modification or replacement. If PARADIGM concludes, in its sole judgment, that none of the foregoing options is reasonable, then (i) PARADIGM will refund or credit to CUSTOMER the license fee paid by CUSTOMER under this Agreement, less a pro rata credit for each full or partial month of the first sixty (60) months following the effective date of this Agreement; (ii) CUSTOMER will return the original and all whole or partial copies of the Software to PARADIGM; and (iii) the license granted hereunder will terminate. PARADIGM has no liability with respect to infringement arising out of the modifications of the Software or use of the Software in combination with other software or equipment not specified in the documentation accompanying the software or on a schedule hereto. This paragraph states the entire obligation of PARADIGM regarding infringement of intellectual property rights, and will survive the termination of this Agreement. CUSTOMER shall indemnify, defend, and hold harmless PARADIGM from and against any and all claims, suits or causes brought by persons

not a party hereto arising out of or in any way connected with the use of or inability to use the Hardware or the Software. As of the date hereof, PARADIGM represents and warrants that there are no legal or other proceedings pending or outstanding, or to the best knowledge of PARADIGM, threatened against or involving PARADIGM or the Software.

14. LIMITATION OF LIABILITY. PARADIGM SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER ARISING UNDER CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, PARADIGM'S MONETARY LIABILITY FOR ANY CAUSE UNDER OR RELATING TO THIS AGREEMENT SHALL IN NO EVENT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO PARADIGM BY CUSTOMER FOR SOFTWARE LICENSE FEES PURSUANT TO THIS AGREEMENT, LESS A PRO RATA ABATEMENT OF SUCH FEES FOR EACH FULL OR PARTIAL MONTH OF THE FIRST SIXTY (60) MONTHS FOLLOWING THE EFFECTIVE DATE OF THIS AGREEMENT.

15. LIMITED WARRANTY. PARADIGM does not warrant that the Software or the Documentation is free of errors or defects or that it meets CUSTOMER's requirements. PARADIGM warrants only that the Software will perform all functions substantially as described in the current edition of the Documentation for a warranty period of sixty (60) days from the date of Software delivery to CUSTOMER's site, when operated as recommended. PARADIGM will design, and deliver promptly amendments or alterations to Software reasonably necessary to remedy or avoid any programming error present at the time of Software delivery. CUSTOMER shall allow Software access to PARADIGM through dedicated remote communications for this purpose. The foregoing is CUSTOMER's sole and exclusive remedy, and PARADIGM's sole and exclusive obligation, for breach of this limited warranty. This limited warranty is contingent upon CUSTOMER's written notice in compliance with PARADIGM's written reporting procedures, received not later than five (5) days after the end of the sixty (60) day warranty period, setting forth with particularity the nature and circumstances of any alleged breach of warranty. PARADIGM makes no warranty as to the Hardware or any products (including software) not manufactured by PARADIGM. Notwithstanding the foregoing LIMITED WARRANTY, PARADIGM agrees that it will correct or remedy any errors, defects or other conditions not caused by CUSTOMER's misuse of the Software or Documentation as part of the Standard Support Services it is providing to CUSTOMER pursuant to Paragraph 5 of the Standard Support Services Agreement executed simultaneously with this Agreement.

CUSTOMER ACKNOWLEDGES THAT NO EXPRESS WARRANTIES HAVE BEEN MADE BY PARADIGM EXCEPT FOR THE LIMITED WARRANTY MADE IN THE PRECEEDING PARAGRAPH. THIS LIMITED WARRANTY AND THE ASSOCIATED LIMITED REMEDY ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES. PARADIGM DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTEGRATION, MERCHANTABILITY OF A COMPUTER PROGRAM, INFORMATIONAL CONTENT AND CUSTOMER'S PURPOSE AND SYSTEM INTEGRATION. PARADIGM MAKES NO WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE.

16. TERMINATION. The obligations of PARADIGM under this Agreement shall terminate at the option of PARADIGM upon the failure of CUSTOMER to perform or observe any covenant or obligation set forth herein, provided PARADIGM has given CUSTOMER thirty (30) days prior written notice of the failure, and CUSTOMER has failed to cure such failure within such time. Upon termination, CUSTOMER shall cease using the Software and shall return to PARADIGM, or, at PARADIGM's option, destroy, the original and all copies of the Software, the Documentation and any other materials provided by PARADIGM, the obligations of CUSTOMER set forth in the paragraphs entitled "Scope," "Title and Ownership" and "Confidentiality" shall survive termination. PARADIGM's rights of repossession may be enforced by Software disablement.

17. MISCELLANEOUS.

A. Complete Understanding. This System Implementation & License Agreement is the entire agreement and understanding between the parties with respect to the subject matter, and as such this System Implementation & License Agreement supersedes all prior and contemporaneous agreements, negotiations, representations and proposals, written and oral, relating to the subject matter. CUSTOMER expressly acknowledges, agrees and represents to PARADIGM that there are no understandings or agreements with respect to the subject matter other than as expressly set forth in this System Implementation & License Agreement. CUSTOMER agrees that no contrary terms and conditions of any subsequent

CUSTOMER purchase order, no course of dealing, trade custom or usage of trade, and no warranty made during the course of performance, will apply, unless expressly agreed to by PARADIGM in writing.

B. Notice. Any notice or communication provided or permitted hereunder shall expressly describe its purpose and scope, and shall be in writing and shall be deemed duly given or made if delivered in person or sent by U.S. certified mail, return receipt requested, postage prepaid, addressed to the party for which it is intended at the address set forth in this Agreement or at any other address specified by a party in writing.

C. Invalidity. In the event any provision hereof shall be deemed invalid or unenforceable by any court or governmental agency, such provision shall be deemed severed from this System Implementation & License Agreement and replaced by a valid provision which approximates as closely as possible the intent of the parties. All remaining provisions shall be afforded full force and effect.

D. Effective Date. This Agreement shall become effective and shall be binding on both parties on the date it is signed by the authorized representative of the City of Glendale.

E. Choice of Laws. This Agreement shall be deemed to have been formed in the State of Arizona, U.S.A. and shall be governed by, subject to, and interpreted in accordance with, the laws of the State of Arizona. The parties consent to venue in Maricopa County, Arizona.

F. Non-Solicitation. During the term of this Agreement and for twelve (12) months thereafter, neither PARADIGM nor CUSTOMER may employ or solicit to employ persons employed by the other.

G. Force Majeure. Except as expressly provided to the contrary in this Agreement, the dates and times by which CUSTOMER or PARADIGM is required to render delivery or performance (but not to make payment) under this Agreement shall be automatically postponed to the extent, and for the period of time, that CUSTOMER or PARADIGM, as the case may be is prevented from meeting such dates and times by reason of causes beyond its reasonable control.

H. Inconsistency. Unless specified to the contrary in any schedule, supplement or other attachment, in the event of any conflict or inconsistency between such items and the provisions of this Agreement, the provisions of this Agreement shall prevail and govern the interpretation thereof. No inference shall be drawn against, and no construction shall be adverse to, the party responsible for drafting or preparing this Agreement or any of its parts, or any addendum hereto, by virtue of such drafting or preparation.

I. Limitations. Any cause or action against PARADIGM arising out of or in connection with this Agreement or any schedule or other agreement executed in connection herewith shall be instituted and served upon PARADIGM not later than eighteen (18) months following the occurrence of the first event giving rise thereto.

J. Independent Contractors. Nothing in this Agreement shall make Paradigm and Customer partners, joint venturers or otherwise associated in or with the business of the other. Neither party shall be liable for any debts, accounts, obligations or other liabilities of the other or their agents or employees. Neither is authorized to incur debts or obligations on the part of the other except as specifically authorized in writing.

K. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

L. E-verify. PARADIGM certifies that it complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.

SYSTEM IMPLEMENTATION & LICENSE AGREEMENT

PURCHASE PRICE AND PAYMENT SCHEDULE

Qty	UM	Description	Unit Price	Extended Price
1	FF	Upgrade to CompuWeigh 6.0 (Includes three (3) WeighStation Program Licenses; 5-concurrent user CompuWeigh Licenses; one (1) lane RF Module; one (1) lane Traffic Light Module; Export to Third Party Accounting System; Customization – WeighStation free tonnage calculation for Glendale residents; Customization – Prevent any modification to transactions ten (10) days after the accounting export file has been generated from the Posting Module other than to the Notes field.)	$17,275.00	$17,275.00
1	FF	Insufficient Funds/Split Payments Module (No charge if implemented with CW6)	$0.00	$0.00
1	FF	Upgrade to WeighPay Module	$1,000.00	$1,000.00
2	LN	Signature Capture Module	$1,000.00	$2,000.00
2	EA	Signature Capture Pad (USB) 1x5	$300.00	$600.00
4	DY	On Site Install/Training (2 techs) (based on two weeks' notice)	$3,675.00	$14,700.00
1		Gate, gate loop detector & wire	$4,715.00	$4,715.00
				$40,290.00

Total:

All non-Paradigm Software product pricing will reflect increases in wholesale prices to Paradigm Software, L.L.C., as well as increases due to inflation.

Detail Not to Exceed Payment Schedule

Optional hardware & software not to exceed $10,000 annually
(Total additional amount if City renews as provided in Section 9).

$50,000

Total **$90,290.00**

SYSTEM IMPLEMENTATION & LICENSE AGREEMENT

TERMS AND CONDITIONS PARADIGM SOFTWARE

Percentage Due:	Amount Due:
100% - Hardware Due Upon Acceptance Prior to Installation (includes Gate gate loop detector & wire)	$5,315.00
40% - Software Due Upon Acceptance Prior to Installation	$13,990.00
40% - Software Due Upon Installation	$13,990.00
20% - Software Due Upon Final Acceptance	$6,995.00
	$40,290.00

OPTIONAL HARDWARE & SOFTWARE SCHEDULE

The following section lists possible hardware and software that the City may desire to purchase in the future. This is not an all-inclusive list that is offered by PARADIGM. The associated pricing is provided for budgetary purposes only at the current rate. PARADIGM reserves the right to modify these prices in the future based on the current rate. Pricing below does not include installation, bollards, mounting, wiring, conduit, trenching, or other requirements for installation.

Qty	UM	Description	Unit Price
1	EA	Kiosk Enclosure (w/heater, exhaust fan, thermostat)	$2,950.00
1	EA	Kiosk Thermal Receipt Printer	$800.00
1	EA	Case Kiosk Thermal Receipt Paper (8 rolls)	$75.00
1	EA	Indoor Thermal Receipt Printer (includes 6' USB cable)	$425.00
1	EA	Case Indoor Thermal Receipt Paper (50 rolls)	$75.00
1	EA	LCD Display (for unattended enclosure	$1,900.00
1	EA	VGA to USB Adapter	$95.00
1	EA	VGA Extender	$425.00
1	EA	RF Reader	$5,200.00
1	EA	RF Junction Box	$650.00
1	EA	RF Tag (AT5510)	$42.15
1	EA	4-port Serial Server	$650.00
1	EA	QWERTY Keyboard (for enclosure)	$650.00
1	ST	Rules Module	$500.00
1	FF	Alerts Module	$2,500.00
1	LN	Video Module	$1,500.00
1	EA	Digital Video Recorder (Estimate – server is built to customers specifications – does not include cameras)	$10,000.00
1	LN	Radiation Module	$1,500.00
1	LN	Radiation Detector	$27,500.00
1	FF	Accounts Receivable and Aging Module	$12,500.00

READ, UNDERSTOOD AND EXECUTED on the date(s) indicated below:

Customer:

CITY OF GLENDALE, an Arizona municipal corporation:

By: Brenda S. Fischer
Its: City Manager

Date: 12/22/14

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

By: Michael D. Bailey
City Attorney

Date: 12/22/14

Accepted by:

PARADIGM SOFTWARE, L.L.C.:

By: Jackie W. Barlow, II
Its: Vice President

Date: 21 OCT 2014

PARADIGM SOFTWARE, L.L.C.
113 Old Padonia Road, Suite 200
Cockeysville, MD 21030
(410) 329-1300