

CITY CLERK  
ORIGINAL

C-7133-5  
04/26/2016

AMENDMENT NO. 5  
ICAPTURE SOFTWARE LICENSE AGREEMENT (Contract No. C-7133)  
City of Glendale Solicitation No. 09-15

This Amendment No. 5 ("Amendment") for iCapture Software License Support Agreement is made to be effective this 26 day of April, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Impression Technology Inc., a California corporation.

RECITALS

- A. City and Contractor previously entered into a Software License Agreement, Contract No. C-7133, dated August 11, 2009 ("Agreement"); and
- B. In 2010, the City and Contractor previously entered into Change Order No. C-7133-1 to incorporate the additional requirements for remittance payment processing for Tax and License and Utility bills; and
- C. City and Contractor previously entered into Contract Amendment No. 2, extending the term of the Agreement from May 10, 2014 through May 9, 2015; and
- D. City and Contractor previously entered into Contract Amendment No. 3, extending the lease of the Kodak s1740 high-speed scanner for a one-year period from September 10, 2014 through September 9, 2015 with the option to purchase the Kodak s1740 high-speed scanner for \$1 at the end of this lease period (September 9, 2015); and
- E. City and Contractor previously entered into Contract Amendment No. 4, extending the term of the Agreement from May 10, 2015 through May 9, 2016; and
- F. 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 10, 2016 through May 9, 2017, unless terminated or canceled as provided within the Agreement. All other provisions of the Agreement shall remain in their entirety.

3. **Compensation.** The compensation is Fifty-One Thousand Six Hundred Twenty-Four Dollars and Ninety-Eight Cents (\$51,624.98) as set forth in Attachment A.
4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided in this Amendment, 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.

CITY OF GLENDALE, an Arizona  
municipal corporation



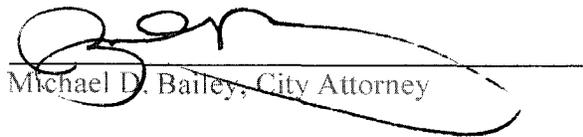
Kevin R. Phelps, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Impression Technology Inc., a California  
corporation



By: Charles Hou  
Its: Vice President

Impression Technology

**Attachment A**

**Impression Technology**

1777 N California Blvd., Suite 240  
 Walnut Creek, CA 94596  
 (925)280-0010 ext. 314  
 (925)280-0092 (Fax)



**Invoice**

**BILL TO**

City of Glendale  
 6830 N 57th Drive  
 Glendale, AZ 85301  
 ATTN: Susan Matousek

Date	Invoice #	Terms
3/1/2016	1713	See attachment

Contract No.	P.O. No.

ITEM	DESCRIPTION	AMOUNT
iCapture Maintenance	City of Glendale - iCapture system annual maintenance fee Maintenance period: 5/10/2016 - 5/9/2017,  Due 5/9/2016	51,624.98
		<b>Sales Tax (0.00)</b> \$0.00
		<b>Total</b> \$51,624.98
		<b>Balance Due</b> \$51,624.98