

1 Maintenance Schedule

This document defines the agreement between SmartWorks division of N.Harris Computer Corporation (Herein referred to as “Consultant”) for City of Olathe (Herein referred to as “Customer”), upon authorization to proceed from Customer. Except as otherwise expressly set forth herein, this Maintenance Schedule is pursuant to the terms and conditions of the SmartWorks Support and Maintenance Agreement dated June 14, 2018, and the SmartWorks Hosting Service Agreement dated October 12, 2018.

Date: October 18, 2023
Customer: City of Olathe
Customer Contact: Gloria Aust
Description of Change: Schedule for yearly maintenance

1.1 Related Documents

This Statement of Work is subject to the terms and conditions as defined in the documents referenced below.

1. SmartWorks Support and Maintenance Agreement between City of Olathe and N.Harris Computer Corp. dated June 14, 2018.
2. SmartWorks Hosting Services Agreement dated October 12, 2018.

2 Scope of Engagement

2.1 Description

This document is linked to Olathe’s Maintenance Agreement and will provide an invoicing schedule for the next 5 years:

Year	Maintenance total
2024	\$99,616.50
2025	\$104,597.33
2026	\$109,827,19
2027	\$115,318.56
2028	\$121,084.49

Note: The total for each year is based on what we are currently invoicing Olathe. Should the customer purchase any additional items in the future, the amounts will need to be adjusted accordingly.

2.2 Assumptions and Constraints

1. This schedule contains maintenance items for:
 - SmartWorks Hosting Fees
 - SmartWorks Compass
 - Automation of Water Import Process
 - CO-01- Automation of Water Multiplier Import Process
 - Smartworks Increase in hosting fee
2. Any change to those items or purchase of new projects with new maintenance requirements will impact yearly maintenance.

3 Pricing

3.1 Payment Schedule

Customer will be invoiced based on the following payment fees and schedule. All prices are in USD.

Description (January to December)	Payment	
Year 1 - 2024	100%	\$99,616.50
SmartWorks Hosting Fees		\$29,767.50
SmartWorks Compass		\$47,404.75
Automation of Water Import Process		\$4,226.25
CO-01- Automation of Water Multiplier Import Process		\$1,058.00
Smartworks Increase in hosting fee		\$17,160.00
Year 2 - 2025	100%	\$104,597.33
SmartWorks Hosting Fees		\$31,255.88
SmartWorks Compass		\$49,774.99
Automation of Water Import Process		\$4,437.56
CO-01- Automation of Water Multiplier Import Process		\$1,110.90
Smartworks Increase in hosting fee		\$18,018.00

Year 3 - 2026	100%	\$109,827.19
SmartWorks Hosting Fees		\$32,818.67
SmartWorks Compass		\$52,263.74
Automation of Water Import Process		\$4,659.44
CO-01- Automation of Water Multiplier Import Process		\$1,166.45
Smartworks Increase in hosting fee		\$18,918.90
Year 4 - 2027	100%	\$115,318.56
SmartWorks Hosting Fees		\$34,459.60
SmartWorks Compass		\$54,876.92
Automation of Water Import Process		\$4,892.41
CO-01- Automation of Water Multiplier Import Process		\$1,224.77
Smartworks Increase in hosting fee		\$19,864.85
Year 5 - 2028	100%	\$121,084.49
SmartWorks Hosting Fees		\$36,182.58
SmartWorks Compass		\$57,620.77
Automation of Water Import Process		\$5,137.03
CO-01- Automation of Water Multiplier Import Process		\$1,286.01
Smartworks Increase in hosting fee		\$20,858.09

Invoices are payable on a net 30-day basis.

3.2 Payment Method

Customer will be invoiced for the entire level of effort identified in this quote using the direct invoice payment method.

4 Kansas Acts Against Discrimination

KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;

- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission ("commission");
- c. if Vendor fails to comply with the way Vendor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;
- d. if Vendor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the provisions of subsections a. through d. in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

5 Acceptance and Signoff

A signature below will serve as authorization to proceed with the work defined in this document.

Please sign and return this document to Bridget Abbott:

- Email: babbott@harriscomputer.com

Approval to Proceed with a Direct Invoicing Payment Method

Please provide both an authorized signature for sign off on this change order, and a technical contact where we should be directing Technical Issues.

Print Name (Authorized signature)

Signature

Date

Name (Technical Contact)

e-mail

Phone Number

N. Harris Computer Corporation

The SmartWorks manager authorized to sign this Services Package.

Print Name (Authorized signature)

Signature

Date

If you have any questions or need further information, please feel free to contact SmartWorks at smartworkssupport@harriscomputer.com.