

**ADDENDUM TO THE
CREDENTIAL VERIFICATION SERVICE AGREEMENT
BETWEEN
JUSTIFACTS CREDENTIAL VERIFICATION, INC.
AND
THE CITY OF EL MIRAGE**

This ADDENDUM (“Addendum”) dated _____, 2021, modifies the Credential Verification Service Agreement dated _____, 2021 (the “Original Agreement”), entered into between **JUSTIFACTS CREDENTIAL VERIFICATION, INC.**, a Pennsylvania corporation (“Justifacts”), and the **CITY OF EL MIRAGE**, an Arizona municipal corporation (“Client”) (collectively “the Parties”). All of the capitalized terms not otherwise defined in this Addendum have the same meanings as contained in the Original Agreement. The following provisions modify, replace or delete sections of the Original Agreement and add additional sections to the Original Agreement. The sections of the Original Agreement that are not expressly modified, replaced or deleted by this Addendum shall remain in effect pursuant to their terms. The Original Agreement and this Addendum are collectively referred to herein as the “Agreement.”

AGREEMENT

1. Section 11.6, Jurisdiction, is hereby amended as follows:

11.6 Jurisdiction. The Agreement will be governed by the internal laws of the state of ~~Pennsylvania~~ ARIZONA without regard to conflict of laws provisions. ~~Client~~THE PARTIES here by irrevocably consents to the personal jurisdiction of the federal and state courts sitting in ~~Allegheny~~ MARICOPA County in the State of ~~Pennsylvania~~ ARIZONA, and to service of process within or without ~~Pennsylvania~~ ARIZONA. ~~Client~~ THE PARTIES further agrees that any court action relating to the enforcement of any judgment or seeking injunctive or other equitable relief will be brought in such courts.

2. A new Section 11.8, Conflict of Interest, is hereby added to the Original Agreement to read as follows:

11.8. Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Client may cancel this Agreement without penalty or further obligations by the Client or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Client or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

4. A new Section 11.9, E-Verify Requirements, is hereby added to the Original Agreement to read as follows:

11.9. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, Justifacts and its subcontractors warrant compliance with all federal

immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Justifacts' or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Client. The Client retains the legal right to randomly inspect the papers and records of Justifacts and its subcontractors who work on this Agreement to ensure that Justifacts and its subcontractors are complying with the above-mentioned warranty.

5. A new Section 11.10, Agreement Subject to Appropriation, is hereby added to the Original Agreement to read as follows:

11.10. Agreement Subject to Appropriation. The Client is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Client's then current fiscal year. The Client's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Client concerning budgeted purposes and appropriation of funds. Should the Client elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Client shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Client has no obligation or duty of good faith to budget or appropriate the payment of the Client's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Client shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Justifacts informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Justifacts hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. A new Section 11.11, Conflicting Terms, is hereby added to the Original Agreement to read as follows:

11.11. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity between this Addendum and the Original Agreement, this Addendum shall govern.

8. A new Section 11.12, Counterparts, is hereby added to the Original Agreement to read as follows:


11.12. Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum as of the date and year first set forth above.

“Justifacts”

**JUSTIFACTS CREDENTIAL
VERIFICATION, INC.,**
a Pennsylvania corporation

By: 
Name: Andrew D Yoder
Title: VP – Criminal Records

“Client”

CITY OF EL MIRAGE,
an Arizona municipal corporation

Crystal Dyches, City Manager

ATTEST:

Sharon Antes, City Clerk

APPROVED AS TO FORM:

Justin Pierce, City Attorney
Pierce Coleman, PLLC