

AMENDMENT NO. One
to BALANCE SCORECARD INSTITUTE
(for Balanced Scorecard Training, Contract No. C21-0182)

This Amendment No. One ("Amendment") to the Balance Scorecard Training ("Agreement") is made this _____ day of _____, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Strategy Management Group, Inc. DBA Balanced Scorecard Institute, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Consultant ("Contractor") previously entered into Balanced Scorecard Training, Contract No. C21-0182, dated March 9, 2021 ("Agreement"); and
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached Exhibit B, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. 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 unchanged and shall expire on March 8, 2022.
- 3. **Scope of Work.** Scope of Work remains the same.
- 4. **Compensation.** Additional quantities will increase from 20 persons to be trained to 40 adding an additional \$45,220 to the original amount of \$49,720 thereby increasing the compensation to a not to exceed amount of \$94,940.
- 5. **Insurance Certificate.** Current certificate will expire on (Date) and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, 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.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Strategy Management Group, Inc. DBA
Balanced Scorecard Institute,
a North Carolina Company

David Wilsey

By: David Wilsey

Its: C.E.O.