AMENDMENT NO. 1
TO
(SERVICES AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA
AND
I&I SOFTWARE, INC, Contract No. C21-0573)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made this 10th day of December, 2021, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and I&I SOFTWARE, INC, a Pennsylvania Corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. City and I&I Software, Inc ("Contractor") previously entered into a Professional Services Agreement, Contract No. C21-0573, dated May 28, 2021 ("Agreement"); and

B. 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.

3. **Scope of Work.** Scope of Work in Exhibit B is unchanged. However, the need for technical recruiting and staffing services exceeded the City's original estimate.

4. **Compensation.** The total price of the agreement shall be increased from $125,000 to an amount not to exceed $365,000 for the entire term of the agreement (initial term plus any renewals). By entering into this Agreement, the City ratifies and agrees to pay for services provided by Contractor from October 1, 2021 through January 31, 2022.

5. **Insurance Certificate**. Current certificate will expire on April 30, 2022. 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**. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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

I&I Software, Inc.
a Pennsylvania Corporation

Elizabeth Woodring
By: Elizabeth Woodring
Its: VP Human Resources EIN - 23-3065691