

AMENDMENT NO. 1
SCADA MASTER PLAN
(Contract No. C22-0600)

This Amendment No. 1 (“Amendment”) to the Scada Master Plan (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and West Yost & Associates, Inc., a California Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and West Yost & Associates, Inc. (“Contractor”) previously entered into SCADA Master Plan, Contract No. C22-0600, dated June 14, 2022 (“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 and shall expire on June 13, 2027.
3. **Scope of Work.** The scope of work is modified to include additional services as described in Attachment A.
4. **Compensation.** The compensation not to exceed amount is increased from \$448,705 to \$485,000.
5. **Insurance Certificate.** Current certificate will expire on September 9, 2023 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.** 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

West Yost & Associates, Inc.
a California Corporation



By: Jeffrey D. Pelz, Vice President
Its: Authorized Representative

4/29/2021

ATTACHMENT A

CONTRACT NO. C22-0600 SCADA MASTER PLAN AMENDMENT NO 1

Scope of work is modified to include additional professional services required:

- Additional coordination meetings with Water Services and City IT Departments to ensure consistency of vision and alignment of organizational goals for Supervisory Control and Data Acquisition (SCADA) Master Plan implementation.
- Incorporation of Water Services site security alternatives and recommendations into the SCADA Master Plan to identify opportunities for site security optimization.
- Configuration of SCADAFence software to provide cyber-security threat detection for the Water Services SCADA network.