

AMENDMENT NO. 2
TO
(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND MYTHICS INC.,
Contract No. C19-1201)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Mythics Inc., a Virginia corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Mythics Inc. (“Contractor”) previously entered into a Linking Agreement, Contract No. C19-1201, dated November 26, 2019 (“Agreement”); and
- B. On May 24, 2022, the City and Contractor entered into Amendment No. 1, which increased the not to exceed amount by \$120,000 to a new not to exceed amount of \$477,000; and
- C. On February 16, 2023, the City issued Contract Extension No. 1, which extended the term of the Agreement for a one-year period until November 20, 2023; and
- D. On May 1, 2023, Maricopa County amended its Oracle Products and Services contract with Contractor by changing the name of the Contractor to Mythics LLC and extending the term for five (5) more years. The Maricopa County contract now expires on November 30, 2028.
- E. 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 extended for an additional five year period until November 30, 2028. Glendale may, at its option, and with the written consent of the Contractor, renew this agreement for additional terms up to a maximum of five (5) years if Maricopa County extends the term of the Cooperative Purchasing Agreement.. All other provisions of the Agreement, except as set forth in this Amendment, shall remain effect in their entirety.
- 3. **Scope of Work.** The Scope of Work remains unchanged.

4. **Compensation.** The total purchase price for the supplies and/or services purchased under this Agreement shall be increased by \$110,000, for a new not to exceed amount of five hundred eighty-seven thousand dollars (\$587,000) for the entire term of the Agreement.
5. **Insurance Certificate.** Current certificate expired on May 31, 2023. A new certificate applying to the extended term must be provided to Materials Management and the Contract Administrator, before this Amendment can become effective. If a new insurance certificate is not provided by June 30, 2023, this Amendment shall become null and void.
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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

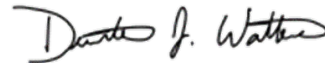
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Mythics Inc.
a Virginia corporation



07/18/2023

By: Deonte J. Watters, CCMAP

Its: Vice President of Business Operations



Maricopa County

Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer

301 W. Jefferson St.
Suite 700
Phoenix, AZ 85003
Phone: (602) 506-3967
Fax: (602) 506-6766

November 10, 2022

We are pleased to notify you that Maricopa County has renewed your contract to supply the **ORACLE PRODUCTS AND SERVICES** as indicated on the attached award sheet with an effective date of **December 01, 2023** until **November 30, 2028**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **180233-RFP**, please contact **Brian Walsh** at **(602) 506-3243**.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Walsh".

Brian Walsh, Senior Procurement Officer
Office of Procurement Services

BW/mm
Attachments

cc: Office of Procurement Services
re: **Serial 180233-RFP**