

AMENDMENT NO. 4
REDESIGNING, DEVELOPMING & HOSTING OF CITY'S
INTERNET & INTRANET WEBSITES
(RFP 18-22, Contract No. C18-0606)

This Amendment No. 4 (“Amendment”) to the Redesigning, Developing & Hosting of City's Internet & Intranet Websites (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and INTRADO INTERACTIVE SERVICES CORPORATION, a Delaware corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and West Interactive Services Corporation (“Contractor”) previously entered into Redesigning, Developing & Hosting of City's Internet & Intranet Websites, Contract No. C18-0606, dated June 29, 2018 (“Agreement”); and
- B. The Agreement had an initial one-year term beginning June 29, 2018 through June 28, 2019 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from June 29, 2019 through June 28, 2020; and
- D. City and Contractor previously entered into Amendment No. 1, extending the term of the Agreement from June 29, 2021 through June 28, 2022; and
- D. City and Contractor previously entered into Amendment No. 2, extending the term of the Agreement from June 28, 2022 through August 31, 2022; and
- E. City and Contractor previously entered into Contract Extension No. 4, extending the term of the Agreement from August 31, 2022 through August 30, 2023; and
- F. City and Contractor previously entered into Contract Amendment No. 3, adding additional compensation of \$12,700 for a new contract not to exceed amount of \$263,500.
- G. 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 one-year period from August 31, 2023, through August 30, 2024 and may be extended administratively for three (3) annual renewals unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work remains unchanged.
4. **Compensation.** The compensation for this Agreement will increase by \$147,675.00 from \$263,500.00 for a new not to exceed amount of \$411,175.00.
5. **Insurance Certificate.** Current certificate will expire on February 1, 2024, for the new the extended term.
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

Intrado Interactive Services Corporation



By: Chris Johnson

Its: SVP, General Manager