

AMENDMENT NO. 2
INTERGOVERNMENTAL AGREEMENT BETWEEN
(CITY OF GLENDALE AND CITY OF SCOTTSDALE, Contract No. C18-0519)

This Amendment No. 2 (“Amendment”) to the Intergovernmental (“Agreement”) is made this _____ day of _____, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and City of Scottsdale, Government Agency, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and City of Scottsdale (“Contractor”) previously entered into Intergovernmental Agreement, Contract No. C18-0519, dated June 12, 2018 (“Agreement”); and
 - B. The initial term of the Agreement between the parties was through June 30, 2021, with the option to renew for successive additional three (3) periods upon mutual consent of the parties (Section 8) ; and
 - C. Amendment One extended the Intergovernmental Agreement from July 1, 2021 to June 30, 2024; and
 - D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.
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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 a three-year period from July 1, 2024 through July 27, 2027, 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.**
4. **Compensation.**
5. **Insurance Certificate.** Current certificate will expire on (Date). A new insurance certificate must be provided prior to this date to the Materials Manager and the Contract Administrator in order for this Agreement to remain in effect.

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,

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

City of Scottsdale
a Government Agency

By: _____
Its: Authorized Representative _____