

**AMENDMENT NO. 1**  
Public Defender Agreement  
(Michael T. Westervelt, Attorney At Law, Contract No. C24-0410)

This Amendment No. 1 (“Amendment”) to the Public Defender Agreement (“Agreement”) is made this 10<sup>th</sup> day of June, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Michael T. Westervelt, an attorney licensed by the State Bar of Arizona (“Attorney”).

**RECITALS**

- A. City and Attorney previously entered into the Agreement, which the City classified as Contract No. C24-0410. The date of the contract is May 1, 2024; and
- B. City and Attorney 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 in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor 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 April 30, 2025.
- 3. **Scope of Work.** The introductory portion of Paragraph 4.4 is deleted in its entirety and replaced by the following language:

“Caseload. No more than 300 active cases will be assigned to Attorney during the Term of this Agreement, except at the request of Attorney and with written permission of the Court Administrator. No more than 300 active cases will be assigned to Attorney during any one-year extensions of this Agreement, except at the request of Attorney and with written permission of the Court Administrator. If Attorney is appointed to represent a Defendant who has more than one court case pending, Attorney will be credited with one appointment for each additional court case associated with each Defendant. The parties understand and agree that appointments that are resolved quickly, such as those in which a bench warrant is issued to a defendant for a non-appearance, or appointments that are transferred to another court, do not count toward the 300 active case count. The parties also understand and agree that the concern the parties seek to address in this paragraph is that the attorney is able to provide effective assistance of counsel to the attorney’s clients. The parties do not wish to focus solely on a numeric limit of cases given that some case appointments are resolved quickly and with

minimal effort and do not prevent the attorney from effectively assisting every client.”

For the avoidance of doubt, subparagraphs 4.4(a)-(d) are unaffected by this Amendment and remain part of the Agreement.

4. **Compensation.** The Compensation to be paid under this Agreement remains unchanged and shall be paid at the rate of \$65,004 per annum.
5. **Intentionally Omitted.**
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

---

Honorable Nicholas C. DiPiazza  
Presiding City Judge

ATTEST:

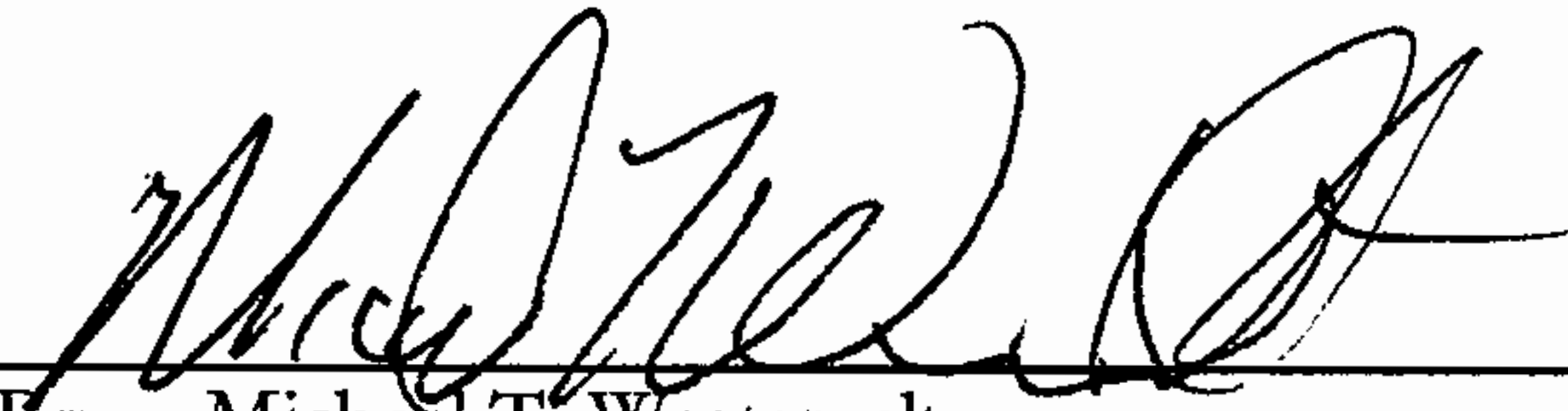
---

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

---

Michael D. Bailey, City Attorney



---

By: Michael T. Westervelt  
Its: Attorney at Law

---