

AMENDMENT NO. 1
Services Agreement
(Not Construction Related)
(Service Agreement, Contract No. C24-0224)

This Amendment No. 1 (“Amendment”) to the Services Agreement (“Agreement”) is made this **10th day of September, 2024**, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Lance Strategies LLC, an Arizona limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Lance Strategies LLC (“Contractor”) previously entered into Services Agreement, Contract No. C24-0224, dated March 13, 2024 (“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 extended for a one-year period from September 10, 2024 through September 10, 2025, 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.** Conduct citywide and departmental focus group sessions and provide a written summary of each session with actionable initiatives as well as a department overview summary in the event there is more than one session for the department. Provide debrief sessions to management and departments as requested.
4. **Compensation.** The compensation under this agreement is increased by \$50,000 with a new not-to-exceed amount of \$98,500.
5. **Insurance Certificate.** Current certificate will expire on December 12, 2024. 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, City Manager

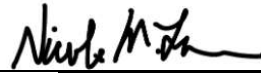
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Lance Strategies LLC
a limited liability company



By: Nicole M. Lance

Its: CEO



July 29, 2024

Dear Amy,

Thank you so much for the opportunity to submit this proposal to continue to work with your team for facilitation of focus groups in response to your employee engagement survey. I am driven by doing work - especially in the municipal space - that has true impact, and that's exactly what this engagement will be for Glendale.

Per the scope outlined in your email, I've included the total amount of proposed fees for up to 26 focus group sessions. I have maintained the pricing from last year's engagement. The fees proposed below are flat rate (no additional costs for preparatory meetings, follow-up items, printing, etc.) and include a written summary of each session with actionable initiatives as well as my recommendations for follow-up items.

Department / Group	Number of 2-hour sessions	Date Range	Proposed Fees
City Wide	6 Sessions (5 staff groups, 1 supervisor group)	November-December	\$9,600
Department 1	4 sessions (3 staff groups, 1 Supervisor group)	November-December	\$6,400
Department 2	4 sessions (3 staff groups, 1 Supervisor group)	November-December	\$6,400
Department 3	4 sessions (3 staff groups, 1 Supervisor group)	November-December	\$6,400
Department 4	4 sessions (3 staff groups, 1 Supervisor group)	November-December	\$6,400
Department 5	4 sessions (3 staff groups, 1 Supervisor group)	November-December	\$6,400

The cost per 2-hours session is \$1,600. The final cost will be adjusted by +/- \$1,600 for each additional or reduced session once the actual session count is determined. Final report-outs and debriefing include the following meetings:

Discussion/Debriefing	Amy Handlong/Jenny Durda, up to two hours	No charge/included
CMO Discussion	CM, ACM, DCM, Amy, Jenny, 90 minutes	\$825
Department Report Outs	Five Departments, 90 minutes	\$825 x 5 (\$4,125 total)

Additional coordination conversations and preparatory calls are included at no extra charge.

Respectfully,

Nicole M. Lance, CEO, Lance Strategies