

AMENDMENT NO. 3
TO
(LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE AND MYTHICS, LLC
Contract No. C19-1201)

This Amendment No. 3 (“Amendment”) to the Linking Agreement (“Agreement”) is made this day of 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Mythics, LLC, a Limited Liability Company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Mythics, LLC (“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 and Contractor entered into Contract Extension No. 1, which extended the term of the Agreement for a one-year period from November 21, 2022 to 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; and
- E. On August 8, 2023, the City and Contractor entered into Amendment No. 2 which extended the term of the agreement from November 20, 2023 to November 30, 2028, but only increased the compensation available under the Agreement by \$110,000 for a new not-to-exceed amount of \$587,000. City did not increase the amount of the Compensation available under this Agreement to cover the entire 5-year extension at that time; and
- F. City and Contractor now 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 unchanged.
- 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 \$565,000, for a new not to exceed amount of one million one hundred fifty-two thousand dollars (\$1,152,000), so that there is sufficient funding available during the extended term of the Agreement.
5. **Insurance Certificate.** Current certificate will expire on December 31, 2024. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
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

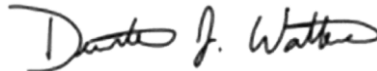
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Mythics, LLC
a Limited Liability Company



By: Deonte J. Watters, CCMAP
Its: Vice President of Business Operations