

AMENDMENT NO. 1

Intergovernmental Agreement Regarding Facilities Use
(Arizona Department of Child Safety, Contract No. C22-0842)

This Amendment No. 1 (“Amendment”) to the Intergovernmental Agreement (“Agreement”) is made this _____ day of _____, 2025, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Arizona Department of Child Safety (“DCS”), an Arizona State Agency, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Arizona Department of Child Safety (“Contractor”) previously entered into an Intergovernmental Agreement, Contract No. C22-0842, dated August 23, 2022 (“Agreement”); and
- B. The initial term of the Agreement between parties shall expire August 22, 2025; and
- C. The Agreement may be renewed for additional terms up to a total of three (3) years upon written amendment.; and
- D. 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 three-year period from August 23, 2025 through August 22, 2028, 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. **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.
4. **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.

5. **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.
6. **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, Interim City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Arizona Department of Child Safety
an Arizona State Agency

By: Amanda Torres
Its: Assistant Director of Support Services

APPROVED AS TO FORM:

Teresa Shreves, Assistant Attorney General