

**AMENDMENT TO  
CPS HR CONSULTING  
STATEMENT OF WORK NO. 2 Effective December 17, 2018**

This amendment (“Amendment”) effective this 17th day of December, 2018, between the Cooperative Personnel Services, doing business as CPS HR Consulting, a California Joint Powers Authority (“CPS HR”) with offices at 2450 Del Paso Road, Suite 220, Sacramento, California 95834 and the City of San Luis (“City” or “Client”), a municipal corporation organized under the laws of Arizona, having its administrative offices at 1090 East Union Street, San Luis, Arizona. CPS HR and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

(1) CPS HR shall obtain or renew its San Luis Business License on or before the effective date of this Agreement.

(2) Conflict of Interest

CPS HR declares that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under contracted by the City. CPS HR further declares that in the performance of these services no subcontractor or person having such interest shall be employed. CPS HR certifies that, if it hires any employee, no one who has or will have any financial interest in its agreements with the City is an officer or employee of City.

Under Arizona law, rules and regulations, no member, official or employee of the City shall have any personal interest, direct or indirect in the agreements the City has with CPS HR, nor shall any such member, official or employee participate in any decision relating these agreements which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. The agreements between the City and CPS HR are subject to the cancelation provisions for conflict of A.R.S. §38-511.

(3) Employment Eligibility

CPS HR hereby warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of the agreements between the City and CPS HR. The City retains the legal right to inspect the papers of CPS HR to ensure that CPS HR complies with this warranty.

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(4) Boycott

CPS HR certifies that it does not participate in, and agrees not to participate in during the term of its agreements with the City a boycott of Israel under A.R.S. § 35-393.01.

This Amendment shall inure to the benefit of and be binding on the heirs, legal representatives, assignees, and successors of the respective Parties.

**City of San Luis, Arizona**

\_\_\_\_\_  
Gerardo Sanchez  
Mayor

Dated \_\_\_\_\_

**ATTEST:**

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Sonia Cornelio, City Clerk

**APPROVED AS TO FORM:**

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Kay Marion Macuil, City Attorney

**Cooperative Personnel Services dba  
CPS HR Consulting**

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Sandy MacDonald-Hopp  
Chief Financial Officer

Dated \_\_\_\_\_