



**AMENDMENT NO. 1 DATED MAY 2, 2019  
TO THE MASTER LEASE AGREEMENT DATED MAY 2, 2019  
BETWEEN CITY OF YUMA, AZ  
AND DELL FINANCIAL SERVICES L.L.C.**

This Amendment is made part of and modifies the Master Lease Agreement **592779-54284** and any subsequent amendments thereto (hereinafter referred to as the "Agreement") between **City of Yuma, AZ** ("Lessee") and **Dell Financial Services L.L.C.** ("Lessor"). Terms not defined otherwise herein shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Amendment and the terms and conditions of the Agreement, this Amendment will prevail.

The Agreement is hereby modified as follows:

1. Section 13, "Events of Default".

At the end of this section, add the following sentence: "For clarification purposes, it shall not be an Event of Default if Lessee terminates a Schedule pursuant to Section 5(b), "Appropriation of Funds"."

2. Section 22, "Miscellaneous".

Add as a new subsection (k) the following:

"(k) Additional state law requirements:

Cancellation for Conflict of Interest: The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes §38-511.

Inspection and Audit: All books, accounts, reports, files and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the Auditor General of the State of Arizona, or their agents for five (5) years after completion of this Agreement. Such records shall be produced at such location agreed to by the parties, and upon reasonable notice to the Lessor.

Legal Worker Requirements: As required by Arizona Revised Statutes §41-4401 the Lessee is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A. Lessor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Lessor.

Participation in Boycott of Israel. Pursuant to Arizona Revised Statute §§ 35-393 and 35-393.01, Lessor certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel."

Except as amended hereby, the Agreement is restated and shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been duly executed by each party as of the day and year first above written.

**LESSEE:**  
**CITY OF YUMA, AZ**  
**An Arizona municipal corporation**

By: \_\_\_\_\_  
City Administrator

**LESSOR:**  
**DELL FINANCIAL SERVICES L.L.C.**

By: \_\_\_\_\_

Title \_\_\_\_\_

ATTEST

By: \_\_\_\_\_  
Lynda L. Bushong  
City Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
Richard W. Files  
City Attorney