

AMENDMENT NO. 1
TO THE LINKING AGREEMENT
WITH RESTORATION HQ, LLC
(City of Glendale, Contract No. C19-0975)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 20____, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Restoration HQ, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Restoration HQ, LLC ("Contractor") previously entered into a Linking Agreement, Contract No. C19-0975, dated October 8, 2019 ("Agreement"); and
- B. The original Mesa Contract, Contract No. 2019134, had an initial term beginning June 4, 2019 through May 31, 2022, with the option to extend an additional two (2) years in one-year increments; and
- C. 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 unchanged.
- 3. **Scope of Work.** The Scope of Work will remain the same.
- 4. **Compensation.** Section 4.1 of the Agreement is hereby modified and amended as follows:
 - 4.1 **Compensation.** Contractor's compensation for the Project, including those furnished by its Subcontractors, will not exceed \$500,000 for the entire term of the Agreement (initial plus any extensions).
- 5. **Insurance Certificate.** The certificate of insurance expired on January 1, 2020. A current certificate of insurance applying to this Agreement must be provided to Materials Management and the Contract Administrator in order for this Amendment to become effective.

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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. § 35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
8. **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.
9. **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

Restoration HQ, LLC
an Arizona limited liability company



By: Sergei Guk
Its: Owner