

AMENDMENT NO. 1
LINKING AGREEMENT
City of Phoenix Contract No. 146810, Contract No. C20-0361

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 Rehrig Pacific Company, a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Rehrig Pacific Company ("Contractor") previously entered into Linking Agreement, Contract No. C20-0361, dated May 7, 2020 ("Agreement"); and
- B. On December 17, 2020 the term of the agreement was extended through January 31, 2022;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 is unchanged.
4. **Compensation.** The total Compensation amount is unchanged. The Parties agree, however, that Section 3 (A) and Exhibit C are changed to incorporate a new Unit Price for the 35-65-95 Gallon Containers. The Unit Price has increased from \$33.92 to \$37.84, \$40.85 to \$49.51, and \$43.05 to \$51.32 respectively. The price changes are temporary and only in effect from May 30, 2021 for a six-month term through November 30, 2021, at which time the prices shall revert to the original prices in Exhibit C on the date the Agreement originally became effective (May 7, 2020).
5. **Insurance Certificate.** Current certificate expired on March 31, 2021. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator before this Amendment may 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.** 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. **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

Rehrig Pacific Company
a Delaware corporation


By: Marc Scott
Its: Vice President of Environmental Sales