

AMENDMENT NO. 1
LIGHTING UNLIMITED, INC.
(CITY OF GLENDALE, Contract No. C21-0927)

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 Lighting Unlimited, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Lighting Unlimited, Inc. ("Contractor") previously entered into Linking Agreement, Contract No. C21-0927, dated September 22, 2021 ("Agreement"); and
- B. The original State of Arizona Contract, Contract No. CTR047696 had an initial term beginning January 1, 2020, through December 31, 2021, with the option to renew the term for an additional three (3) one-year periods; and
- C. On December 17, 2021, the City issued Contract Extension No. 1, exercising its option to extend the term of the Agreement from January 1, 2022, through December 31, 2022; 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 unchanged.
- 3. **Scope of Work.** The Scope of Work is amended to provide for Citywide LED light retrofitting.
- 4. **Compensation.** The compensation for this Agreement is being increased by \$255,000 for a new not to exceed amount of \$300,000 for the entire term of the agreement.
- 5. **Insurance Certificate.** Current certificate will expire on September 16, 2022. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.

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

Lighting Unlimited, Inc.
an Arizona corporation



By: Cory Schneider
Its: Chief Executive Officer