

AMENDMENT NO. 2  
HEAVY EQUIPMENT, PARTS, ACCESSORIES, SERVICES  
(EMPIRE SOUTHWEST, LLC, Contract No. C19-1243)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2022, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Empire Southwest, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. On December 10, 2019, City and Empire Southwest, LLC ("Contractor") entered into a Linking Agreement for heavy equipment, parts, accessories, and services, Contract No. C19-1243 ("Agreement"). Pursuant to a renewal already in place, the Contract had been extended through April 30, 2021; and
- B. The original National Intergovernmental Purchasing Alliance (National IPA), Contract No. 161534 had an initial term beginning May 1, 2017, through April 30, 2018, with the option to extend for an additional four (4) one-year periods; and
- C. On March 3, 2021, the City and Contractor entered into Contract Extension No. 1 extending the term of the Agreement through April 30, 2022; and
- D. On January 11, 2022, the City and Contractor entered into Amendment No. 1 increasing the compensation by \$800,000 for a new not-to-exceed amount of \$5,300,000 for the entire term of the Agreement; and
- E. On April 18, 2022, the City and Contractor entered into Contract Extension No. 2 extending the term of the Agreement from May 1, 2022, to July 31, 2022; and
- F. On June 13, 2022, the City and Contractor entered into Contract Extension No. 3 extending the term of the Agreement from August 1, 2022, through December 31, 2022, or until a new contract has been awarded whichever is sooner, as provided in Contract Amendment No. Eight to the National IPA Contract No. 16153; and
- G. 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 Compensation is being amended by an additional amount of \$1,872,000 for a new not-to-exceed amount of \$7,172,000.
5. **Insurance Certificate.** The insurance certificate is up-to-date and expires after the December 31, 2022 expiration date of the Cooperative Purchase Agreement.
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

Empire Southwest, LLC  
a Delaware limited liability company

  
\_\_\_\_\_  
By: Riley Nielson  
Its: Vice President