

AMENDMENT NO. 1

Linking Agreement Between City of Glendale and Brown's Partsmaster, Inc.
(City of Glendale, Contract No. C20-0283)

This Amendment No. 1 ("Amendment") to the Plumbing Supplies ("Agreement") is made this _____ day of _____, 2023, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Brown's Partsmaster, Inc., an Arizona Corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Brown's Partsmaster, Inc. ("Contractor") previously entered into Plumbing Supplies, Contract No. C20-0283, dated March 24, 2020 ("Agreement"); and
- B. The Linking Agreement has an original (1) one year term beginning, January 1, 2020 through December 31, 2020 with (4) four (1) one year extensions through December 31, 2024; and
- C. City and Contractor extended the term of the agreement from January 1, 2021 through December 31, 2021; and
- D. City and Contractor extended the term of the agreement from January 1, 2022 through December, 31, 2022; and
- E. City and Contractor extended the term of the agreement from January 1, 2023 through December 31, 2023; and
- F. 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 and shall expire on December 31, 2023.
- 3. **Scope of Work.** The Scope of Work remains unchanged.
- 4. **Compensation.** The compensation not to exceed amount is amended from \$200,000 to \$500,000.

5. **Insurance Certificate.** Current certificate will expire on October 1, 2023 and 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

Brown's Partsmaster, Inc.
An Arizona Corporation



By: Michael Afleje
Its: Authorized Representative
