AMENDMENT NO. 2
LINKING AGREEMENT
CITY OF GLENDALE, Contract No. C21-0271

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this _____, 2023, made to be effective on the date signed by all parties ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Sands Motor Company, an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

A. On April 13, 2021, City and Sands Motor Company, ("Contractor") entered into Linking Agreement, Contract No. C21-0271, ("Agreement"); and

B. On January 6, 2022, City and Contractor entered into Contract Extension No. 1, extending the term of the Linking Agreement from December 31, 2021 through December 31, 2022; and

C. On January 1, 2023, City and Contractor entered into Contract Amendment No. 1, extending the term of the Linking Agreement from December 31, 2022 through December 31, 2023 and increasing the Hourly Labor Rate from $75.00 to $100.00; 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 original compensation amount of $375,000 is increased by $300,000, for a maximum of $675,000 over the entire term of the agreement (initial term plus any renewals).

5. **Insurance Certificate.** Current certificate will expire on March 1, 2024. 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

Sands Motor Company,
an Arizona corporation

By: Scott Rogers
Its: Commercial Service Manager