

**AMENDMENT NO. 2**  
THE CITY OF GLENDALE, ARIZONA  
AND  
HENRY BROS., INC. dba DECA SOUTHWEST  
(City of Glendale, Contract No. C22-0914)

This Amendment No. 2 (“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 HENRY BROS., INC. dba DECA SOUTHWEST, an Arizona corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and HENRY BROS., INC. dba DECA SOUTHWEST (“Contractor”) previously entered into Linking Agreement, Contract No. C22-0914, dated September 13, 2022 (“Agreement”); and
- B. The original S.A.V.E Cooperative Purchasing Agreement, Contract No. 2020027 with the City of Mesa, had an initial 3-year term beginning February 1, 2020, through January 31, 2023, with the option to extend two additional one-year periods expiring on January 31, 2025; and,
- C. On January 27, 2023, the City and Contractor entered into Contract Extension No, 1, which extended the Linking Agreement from February 1, 2023, through January 31, 2024; and,
- D. On March 14, 2023, the City and Contractor entered into Amendment No, 1, which increased the Compensation available under the Agreement to \$1,000,000;
- E. On December 1, 2023, although the parties incorrectly identified the City Contract No. as C22-0630 instead of C22-0914, they did agree to extend the term of Agreement linked to City of Mesa Contract No. 2020027 through January 31, 2025. The Extension is also incorrectly numbered C22-0914-2, but is hereby renumbered to C22-0914-3; 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.
- 3. **Scope of Work.** The Scope of Work remains unchanged.

4. **Compensation.** The compensation available under this Agreement is increased by \$1,000,000 for a new not-to-exceed amount of \$2,000,000.
5. **Insurance Certificate.** Current certificate will expire on October 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. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
  - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
  - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
  - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **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.
10. **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

HENRY BROS., INC. dba DECA  
SOUTHWEST  
an Arizona corporation

  
\_\_\_\_\_  
By: Shaun Smallbrock  
Its: Project Manager