

AMENDMENT NO. 2
LINKING AGREEMENT WITH GRAYBAR ELECTRIC COMPANY, INC. FOR
ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS &
RELATED PRODUCTS, SERVICES AND SOLUTIONS
 (City of Glendale, Contract No. C20-0289)

This Amendment No. 2 (“Amendment”) to the Linking Agreement for Electrical, Lighting, Data Communications and Security Products & Related Products, Services and Solutions (“Agreement”) is made this _____ day of _____, 2026, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Graybar Electric Company, Inc., a New York corporation, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Graybar Electric Company, Inc. (“Contractor”) previously entered into a Linking Agreement for Electrical, Lighting, Data Communications and Security Products & Related Products, Services and Solutions, Contract No. C20-0289, dated March 24, 2020 (“Agreement”); and
- B. The Agreement had an initial term beginning March 24, 2020 through January 31, 2023, and provided the option to extend for an additional three (3) two-year increments; and
- C. City and Contractor previously entered into Amendment No. 1, increasing the total compensation by \$500,000 for a new not-to-exceed amount of \$750,000; and
- D. City and Contractor previously entered into Contract Extension No. 1, extending the term of the Agreement from February 1, 2023 through January 31, 2025; and
- E. City and Contractor previously entered into Contract Extension No. 2, extending the term of the Agreement from February 1, 2025 through January 31, 2027; 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 extended for a two-year period from February 1, 2027 through January 31, 2029, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** The scope of work remains unchanged.
4. **Compensation.** The total compensation for this Agreement is increased by \$500,000 for a new not-to-exceed amount of \$1,250,000 for the entire term of the Agreement, including any and all extensions.
5. **Insurance Certificate.** Current certificate will expire on July 1, 2026. A new insurance certificate must be provided prior to this date to the Finance Director and the Contract Administrator in order for this Agreement to remain in effect.
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, Interim City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Graybar Electric Company, Inc.
a New York corporation

Jackson Reavis
By: Jackson Reavis
Its: Outside Sales Representative



AMENDMENT NO. 2

CONTRACT EV2370 ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS

GENERAL SERVICES DEPARTMENT

This amendment is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and Graybar Electric Company INC. (Contractor). The parties amend the Contract entered into on February 1, 2018, as follows:

Sec 2. Term of Contract and Additional Periods

- A. Initial Term. The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2029. The Manager of Procurement Services is authorized to enter into an amendment of this contract with the CONTRACTOR to extend the term of this contract and time of performance for this contract.
- B. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.
- C. City funding for this contract is annually appropriated per each department's budget on May 1st of each year. CITY shall not have any financial obligations to Contractor under this amendment until the CITY issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from CITY.

Sec. 3. Sections not Amended. All other sections of the Contract shall remain in full force and effect.

Sec. 4. Effectiveness; Date. This amendment will become effective when all the parties have signed it. The date this amendment is signed by the last party to sign it will be deemed the date of this amendment.

Each party is signing this amendment on the date stated opposite that party's signature.

Date: 9/5/2024

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Signed by:
By: Michael J Tierney
8E3838501F2441D...

Title: VP Strategic Accounts

KANSAS CITY, MISSOURI

Date: 9/5/2024

By: DocuSigned by:
Kathy Golden
DA4266F30A55473...

Title: Procurement Manager

Approved as to form:

DocuSigned by:
Jim Brady 9/5/2024
6E54C8ACC8C3427/...
Assistant City Attorney