

AMENDMENT NO. 1
LINKING AGREEMENT FOR WATER CONSERVING
PLUMBING FIXTURES AND PARTS
(City of Glendale, Contract No. C25-0347)

This Amendment No. 1 (“Amendment”) to the Linking Agreement for Water Conserving Plumbing Fixtures and Parts (“Agreement”) is made this _____ day of _____, 20 26 , (“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 a Linking Agreement, Contract No. C25-0347, dated April 22, 2025 (“Agreement”); and
- B. City and Contractor previously entered into Contract Extension No. 1 extending the term of the Agreement from January 1, 2026 through December 31, 2026; 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 remains unchanged and shall expire on December 31, 2026.
- 3. **Scope of Work.** Scope of work remains unchanged.
- 4. **Compensation.** The total purchase price for supplies and/or services purchased under this agreement shall be increased by \$300,000 for a new not to exceed amount of \$450,000 for the duration of the agreement.
- 5. **Insurance Certificate.** Current certificate will expire on October 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

Patrick S. Banger, 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: Director of Government Sales