AMENDMENT NO. 3
LINKING AGREEMENT
(MARICOPA COUNTY, Contract No. C17-0368)

This Amendment No. 3 ("Amendment") to the Automotive Maintenance for OEM Facilities ("Agreement") is made this ______ day of ________, 2019, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Sands Chevrolet, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

A. City and Sands Chevrolet, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C17-0368, dated May 2, 2017 ("Agreement"); and

B. The original Maricopa County Contract, Contract No. 16030-S, had an initial two-year term beginning December 17, 2015 through December 31, 2017 with the option to extend an additional three (3) years; and

C. Amendment No. 1, dated November 17, 2017, Contract No. C17-0368-1 modified the term date from January 1, 2018 to December 31, 2018; and

D. Amendment No. 2, dated January 4, 2019, Contract No. C17-0368-2 modified the term date from January 1, 2019 to December 31, 2020; and

E. 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 December 31, 2020, 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 general Scope of Work is increasing due to the expansion of Chevrolet (General Motors) products in the City fleet.
4. **Compensation.** The original compensation amount of $45,000 is being amended and increased by $105,000 for a maximum of $150,000 over the entire term of the agreement (initial term plus any renewals).

5. **Insurance Certificate.** Current certificate will expire on March 1, 2020 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.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of 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 Chevrolet, LLC, an Arizona limited liability company

By: Scott Rogers
Its: Commercial Service Manager

1/29/18