

AMENDMENT NO. 2
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C19-0168)

This Amendment No. 2 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2020, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Freightliner of Arizona, LLC, an Arizona limited liability company authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Freightliner of Arizona, LLC (“Contractor”) previously entered into a Linking Agreement, Contract No. C19-0168, dated February 26, 2019 (“Agreement”); and
- B. The original State of Arizona Contract, Contract No. CTR041810, had an initial one-year term beginning January 18, 2019 through January 18, 2020 with the option to extend an additional four (4) years; and
- C. Amendment No. 1, dated December 4, 2019, Contract C19-0168-1 modified the term date from January 18, 2020 to January 18, 2021; and
- D. 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 January 18, 2021, unless otherwise terminated or canceled as provided in 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 increased number of budgeted Solid Waste truck replacements and those per truck replacement costs exceeding the original five-year (5) contract amount.
4. **Compensation.** The original compensation amount of \$5,000,000 is being amended and increased by \$6,000,000 for a maximum of \$11,000,000 over the entire term of the agreement (initial term plus any renewals).

5. **Insurance Certificate.** Current certificate will expire on March 1, 2021 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. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F. Supp.3d 1016 (D. Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35-393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
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

Freightliner of Arizona, LLC,
an Arizona limited liability company



By: Cory Thompson

Its: New Truck Sales

1/2/20