

AMENDMENT NO. 1  
 UNINTERRUPTED POWER SUPPLY, NEW EQUIPMENT SERVICES &  
 MAINTENANCE  
 (City of Glendale, Contract No. C19-1102)

This Amendment No. 1 (“Amendment”) to the Uninterrupted Power Supply, New Equipment Services and Maintenance (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Gruber Technical Inc, an Arizona Corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Gruber Technical, Inc. (“Contractor”) previously entered into Uninterrupted Power Supply, New Equipment Services & Maintenance Agreement, Contract No. C19-1102, dated November 18, 2019 (“Agreement”); and
- B. City and Contractor extended the term of the contract from July, 16, 2020 through July 15, 2021; 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 is unchanged and shall expire on July 15, 2021.
- 3. **Scope of Work.** The scope of work remains unchanged.
- 4. **Compensation.** The total compensation will be increased by \$60,000 for a not-to-exceed amount of \$135,000.
- 5. **Insurance Certificate.** Current certificate will expire on July 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

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Kevin R. Phelps, City Manager

ATTEST:

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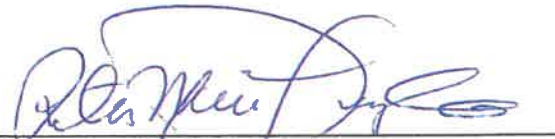
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

Gruber Technical, Inc.  
an Arizona Corporation



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By: Rita Lemoglio

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Its: Authorized Representative