

ORIGINAL

C-9470-3  
11/02/2016

AMENDMENT NO. 3  
PORTABLE RESTROOM RENTAL SERVICES  
(City of Glendale Solicitation No. IFB 14-10, Contract No. C-9470)

This Amendment No. 3 ("Amendment") to the Portable Restroom Rental Services Agreement ("Agreement") is made this 2nd day of November, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Jackpot Sanitation Services, ("Contractor") and United Site Services of Arizona, Inc., ("Assignee") an Arizona Based Corporation.

RECITALS

- A. City and United Site Services of Arizona, Inc. ("Contractor") previously entered into a Portable Restroom Rental Services, Contract No. C-9470, dated November 26, 2013 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning November 26, 2013 through November 25, 2014 and provided the option to extend for an additional four (4) years in one-year increments; and
- C. City and Contractor entered into Amendment No. 1, extending the term of the Agreement from November 26, 2014 through November 25, 2015; and
- D. City and Contractor entered into Amendment No. 2, extending the term of the Agreement from November 26, 2015 through November 25, 2016; and
- E. City and Contractor wish to further extend the term of this Agreement; and
- F. Contractor now wishes to assign and transfer all of its rights and obligations under the Agreement, as amended to a third party. Assignee agrees to assume all of Contractor's rights and obligations as provided in this Assignment, as of the Effective Date as reflected on the attached Exhibit 1; and
- G. 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. **Assignment.** City hereby agrees to accept Assignee as the new Contractor and Assignee hereby agrees to assume all duties, obligations and responsibilities owed to the City under the Agreement as amended.
3. **Term.** The term of the Agreement is extended for a one-year period from November 26, 2016 through November 25, 2017, 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.
4. **Scope of Work.** The Scope of Work is unchanged.
5. **Compensation.** The compensation of the Agreement is unchanged.
6. **Insurance Certificate.** Current certificate will expire on November 3, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
7. **Non-discrimination.** Assignee agrees 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.
8. **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.
9. **Attestation of PCI Compliance.** When applicable, the Assignee 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 Assignee 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

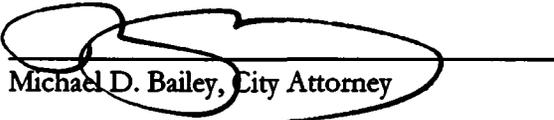


Kevin R. Phelps, City Manager

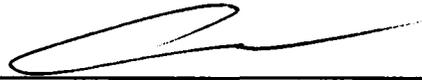
ATTEST:

  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

United Site Services of Arizona, Inc.,  
an Arizona corporation

  
By: Adam W. Jacobs  
Its: Secretary