

**CITY CLERK  
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**C-9637-1  
10/13/2015**

AMENDMENT NO. 1  
TO  
LINKING AGREEMENT BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
SOUTHWESTERN SALES COMPANY  
(CONTRACT NO. C-9637)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Con-Wal Inc. dba Southwestern Sales Company ("Contractor"), a Mississippi corporation authorized to do business in Arizona, is made this 13 day of October, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9637, dated January 22, 2015; and
- B. The Agreement utilized the City of Tucson's Strategic Alliance for Volume Expenditures (S.A.V.E.) Landfill Cover Tarps Contract No. 120445, to cooperatively purchase goods and services for heavy equipment, parts, accessories, supplies and related services.
- C. The S.A.V.E. Contract expired on March 1, 2014, but was extended through February 28, 2016.
- D. The Agreement provided that it expired on February 28, 2015, unless it was extended in a subsequent Amendment in a written agreement signed by both parties. As authorized in the Agreement, the parties hereby agree to extend the Contract the term of the S.A.V.E. Contract through February 28, 2016.
- E. The Agreement also provided the term may be extended through February 28, 2017 should the City of Tucson exercise its option to extend the term of the S.A.V.E. Contract. This Amendment adopts and reaffirms the parties' right to exercise such option to extend the Agreement if they so desire.
- F. The City's Agreement also provided that the total purchase price for the supplies and/or services purchased during the initial term (through February 28, 2015) would not exceed \$25,000.00. The City is increasing the amount of Compensation to be paid to Contractor to **\$155,000.00** so that City can purchase additional goods and services during the first renewal term and any subsequent renewal term and so the City can take advantage of the discounted pricing in the cooperative agreement.
- G. The City and Contractor wish to further 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 to Amend the Agreement as follows;

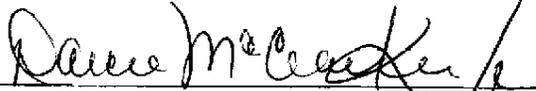
1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Term.** The Term of the Agreement is extended through February 28, 2016, unless otherwise terminated or canceled as provided by the Agreement. The City may also exercise its right to extend the term through February 28, 2017 should the City of Tucson extend the term of its Strategic Alliance for Volume Expenditures Landfill Cover Tarps Contract No. 120445.
3. **Compensation.**
  - a) City shall pay Contractor compensation at the same rate and on the same schedule as the City of Tucson's Contract No. 120455, unless the City and Contractor agree otherwise.
  - b) The total purchase price for the goods, supplies and/or services purchased under this Agreement, from the Effective Date of this Amendment through February 28, 2017, shall not exceed the total purchase price of **\$155,000.00**, including applicable sales tax.
4. **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 warrants compliance with this section.
5. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

CITY OF GLENDALE, an Arizona  
municipal corporation

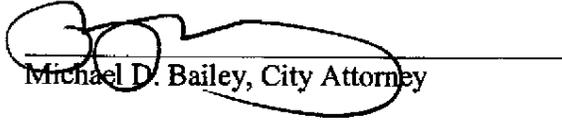


Richard A. Bowers, Acting City Manager

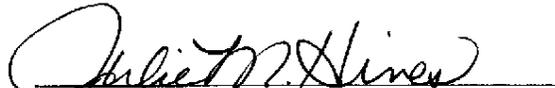
ATTEST:

  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

Con-Wal Inc., dba  
Southwestern Sales Company  
a Mississippi corporation

  
By/ Julie M. Hines  
As: President