

CITY OF GLENDALE
ORIGINAL

C-10281-1
11/23/2016

AMENDMENT NO. 1
TO
THE LINKING AGREEMENT WITH
CREATIVE COMMUNICATIONS SALES & RENTALS, INC.
(State of Arizona Contract No. ADSPO13-036883, Contract No. C-10281)

This Amendment No. 1 ("Amendment") to the Linking Agreement with Creative Communications Sales & Rentals, Inc. is made this 23 day of November, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Creative Communications Sales & Rentals, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. On November 29, 2013, State of Arizona and Creative Communications Sales & Rentals, Inc. entered into Contract No. ADSPO13-036883. The State Contract had an initial one (1) year term with the option to extend an additional four (4) years, in one-year increments; and
- B. The State Contract has been extended and now expires on November 28, 2016, but may be extended for an additional one (1) year term; and
- C. The State Contract provides for its cooperative use by other governmental entities. Accordingly, on September 25, 2015, the City and Contractor entered into a Linking Agreement, Contract No. C-10281 ("Agreement"). The Linking Agreement expires on November 28, 2016, but provides that it may be extended until November 28, 2017 if the State Contract is likewise extended; and
- D. City and Contractor wish to modify and amend the Agreement to clarify the not-to-exceed amount of compensation allowed under the Linking 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:

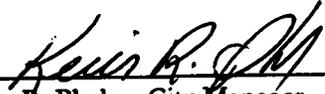
1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
2. **Scope of Work.** The Scope of Work is unchanged.
3. **Compensation.** The Compensation Section (Section 3) and Exhibit D of the Agreement are hereby modified and amended to provide that the total amount paid for supplies and services purchased under the Agreement shall not exceed \$37,500.00 a year for any year this Agreement remains in effect. Should the City exercise the

option to extend the term of the Agreement as provided in Section 1 thereof, the total amount of Compensation paid to the Contractor under this Agreement for the supplies and services for the entire term of the Agreement shall not exceed \$75,000.00.

4. **Insurance Certificate.** Current certificate will expire on July 2, 2017. If the City exercises its option to renew and extend the Agreement, a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
5. **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.
6. **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.
7. **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



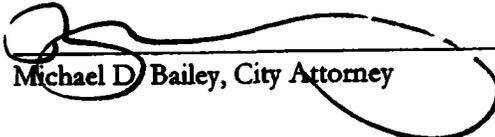
Kevin R. Phelps, City Manager

ATTEST:



Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Creative Communications Sales &
Rentals, Inc., an Arizona corporation


By: Jacqueline S. Weisenburger
Its: Chief Operating Officer