

CITY CLERK
ORIGINAL

C-9768-2
03/01/2016

AMENDMENT NO. 2
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
GOODMAN'S, INC.

(State of Arizona Contract No. ADSPO13-040689, Glendale Contract No. C- 9768)

This Amendment No. 2 ("Amendment") to the Linking Agreement with Goodman's, Inc. (Agreement) is made this 1st day of March, 2016 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City) and Goodman's, Inc., an Arizona corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Goodman's, Inc. ("Contractor") previously entered into a Linking Agreement, Contract No. C- 9768, dated March 19, 2015. ("Agreement") pursuant to the State of Arizona Contract No. ADSPO13-040689; and
- B. The original State of Arizona, Contract No. ADSPO13-040689 had an initial one-year term beginning March 1, 2013 through February 28, 2014, with the option to extend an additional four (4) years in one-year increments; and
- C. City and Contractor previously entered into Agreement Amendment No. 1, to increase the value of contract to an amount not-to-exceed from \$49,999.00 to \$100,000.00 annually; and
- D. The State of Arizona Contract, as amended, expires on February 28, 2017; and
- E. City and Contractor therefore wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

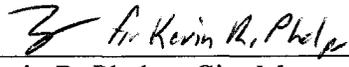
AMENDMENT

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 this Agreement is extended for a one-year period from February 29, 2016 through February 28, 2017, unless otherwise terminated or cancelled as provided by the agreement. All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety.

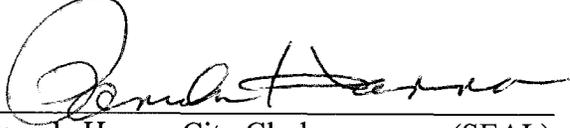
3. **Compensation.** The compensation of the Agreement is unchanged and shall not exceed \$100,000 annually for the term of this Agreement.
4. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national 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 provisions of this Amendment shall prevail and control.

CITY OF GLENDALE, an Arizona
municipal corporation



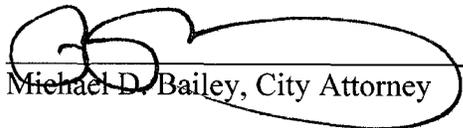
Kevin R. Phelps, City Manager

ATTEST:



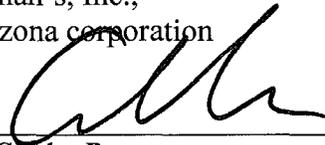
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Goodman's, Inc.,
an Arizona corporation



By: Clarke Rea

Its: CFO
