

AMENDMENT NO. 2  
TO  
THE LINKING AGREEMENT  
WITH TITAN POWER, INC.

(State of Arizona Contract No. ADSP012-026687, Contract No. C-9240)

This Amendment No. 2 (“Amendment”) to the Preventative Maintenance and Repair Services to Uninterruptible Power Supply Units (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Titan Power Inc., an Arizona corporation authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Titan Power Inc. (“Contractor”) previously entered into Linking Agreement, Contract No. C-9240, dated September 26, 2014 (“Agreement”); and
- B. The original State of Arizona Contract, Contract No. ADSP012-026687, had an initial one-year term beginning July 16, 2012 through July 15, 2013 with the option to extend an additional four (4) years in one-year increments; and
- C. The State of Arizona Contract No. ADSP012-026687, as amended, expires on July 15, 2017; and
- D.. 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 extended for a one-year period from July 16, 2016 through July 15, 2017, unless otherwise terminated or canceled as provided by the Agreement. There are no renewals remaining. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The scope of work will remain the same.
- 4. **Compensation.** Section 4.1 of the Agreement is modified and amended as follows:  
4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Subcontractors will not exceed \$148,000 for the entire term of the contract as extended.

5. **Insurance Certificate.** Current certificate will expire on January 1, 2017 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. **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.

CITY OF GLENDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Kevin R. Phelps, City Manager

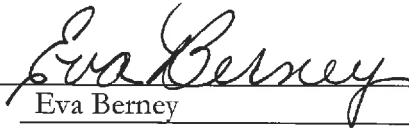
ATTEST:

\_\_\_\_\_  
Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey, City Attorney

Titan Power Inc.,  
an Arizona corporation

  
\_\_\_\_\_  
By: Eva Berney  
Its: Vice President

6/29/16