

AMENDMENT NO. 2
LINKING AGREEMENT WITH WEBER WATER RESOURCES, LLC
(City of Scottsdale Contract #14RP021, Contract No. C-10227)

This Amendment No. 2 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Weber Water Resources, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Weber Water Resources, LLC ("Contractor") previously entered into Linking Agreement, Contract No. C-10227, dated August, 28 2015 ("Agreement"); and
- B. The City of Scottsdale Contract No. 14RP021 had an initial one-year term beginning May 7, 2014 to May 7, 2015 with the option to extend an additional four (4) years in one-year increments; and
- C. The Original City of Scottsdale Contract, as amended, expires on May 8, 2017 and the City and Contractor previously amended the Agreement to match the expiration date of the Original Agreement and it will expire on May 8, 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 remains unchanged and will expire on May 7, 2017.
- 3. **Scope of Work.** The Scope of Work is unchanged.
- 4. **Compensation.** The compensation of the Agreement is amended and shall not exceed \$250,000 annually.
- 5. **Insurance Certificate.** Current certificate will expire on May 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. **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.
8. **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

Weber Water Resources, LLC,
an Arizona limited liability company



By: Tim Plath
Its: General Manager