

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SHADE 'N NET OF ARIZONA, INC.**

THIS LINKING AGREEMENT (this “Agreement”) is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the “City”), and Shade 'N Net of Arizona, Inc., a(n) Arizona corporation authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On April 10, 2021, under Mohave Cooperative Purchasing Agreement, the Mohave Education Services Cooperative, Inc. entered into a contract with Contractor to purchase the goods and services described in the Pre-Engineered Fabric Shade Structures Contract 20Q-SHADE-0402 from IFB 20Q-0107 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City’s Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City’s utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was April 2, 2021, until the date the contract expires on April 1, 2022 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond April 1, 2026. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 1, 2022. The City may renew the term

of this Agreement for four (4) additional one-year periods under the Cooperative Purchasing Agreement between Mohave and the Contractor, until the Cooperative Purchasing Agreement expires on April 1, 2026. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement are estimated to be Forty Thousand dollars (\$40,000) annually or Two Hundred Thousand dollars (\$200,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. 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. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S.

§35.393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.

9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Fred Abraham, Park Manager
6210 W. Myrtle Ave., Suite 111, Bldg. B
Glendale, Arizona 85301
Phone: 623-930-2045
Email: fabraham@glendaleaz.com

And

Shade 'N Net of Arizona, Inc.
c/o Rudy Martinez, Jr., President
5711 W. Washington St., Suite A
Phoenix, AZ 85043-3649
Phone: 602-484-7911
Email: Rudy@Shade-N-Net.com

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Kevin R. Phelps
City Manager

“Contractor”

Shade 'N Net of Arizona, Inc.,
an Arizona corporation

By: 
Name: Rudy Martinez, Jr.
Title: President

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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EXHIBIT A

(Mohave Educational Services Cooperative, Inc. Purchasing Agreement
Pre-Engineered Shade Structures from IFB 20Q-0107; Contract 20Q-SHADE-0402
and
Award Letter)

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EXHIBIT B
Scope of Work

PROJECT

Fabrication and installation of shade structures and fabric for projects within the City of Glendale per scope as described within IFB 20Q-0107 and contract 20Q-SHADE-0402.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Goods and services shall be purchased in accordance with the terms and conditions of the Mohave Educational Services, Inc. Cooperative Purchasing Agreement Contract No. 20Q-SHADE-0402 and the terms and rates outlined in IFB 20Q-0107.

Shade 'N Net, Inc. (Contractor) shall be paid upon completion of the contracted scope of work and quote provided and following the City's receipt of a properly completed invoice.

Invoicing: Contractor to provide invoice(s) to City of Glendale authorized representative for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department. Any issues regarding billing or invoicing must be directed to the City of Glendale Parks Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

- a. Contractor name, address, and contact information;
- b. City billing information;
- c. City contract number as listed on the first page of the Agreement;
- d. Invoice number and date;
- e. Payment terms;
- f. Date of service or delivery;
- g. Description of materials or services provided;
- h. If materials provided, the quantity delivered and pricing of each unit;
- i. Service addresses, contract number, and purchase order associated with the contract;
- j. Applicable Taxes;
- k. If applicable, mileage or travel costs; and
- l. Total amount due.

Payment of Funds: Payment will be made upon completion of work within thirty (30) working days through a traditional method of a check from invoice(s) provided by the Contractor.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project are estimated to be \$40,000 annually or \$200,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Pricing sheets are included in pages 173 - 184 from IFB 20Q-0107. Contractor shall use these pricing sheets to formulate a written quote for each project. Each project shall be quoted in writing

and shall be reviewed by an authorized City of Glendale representative who shall verify that it meets the contractual pricing before any work begins.

Once a project has been completed, Contractor shall provide a detailed invoice to the City of Glendale. All invoices must match the quote provided and be confirmed by the City of Glendale authorized representative prior to paying.