

AMENDMENT NO. 1
MURPHY PARK LIGHTS DISPLAY
(City of Glendale Solicitation No. RFP 21-15, Contract No. C21-0560)

This Amendment No. 1 ("Amendment") to the Murphy Park Lights Display ("Agreement") is made this 13th day of September, 2021, ("Effective Date"), by and among the City of Glendale, an Arizona municipal corporation ("City") and Credit Management Group, LLC dba Christmas Light Decorators, an Arizona limited liability company ("Assignor"), and Saguaro Summit, LLC, an Arizona limited liability company ("Assignee"), collectively referred to herein as the "Parties".

RECITALS

- A. City and Christmas Light Decorators ("Contractor") previously entered into Murphy Park Lights Display Agreement, Contract No. C21-0560, dated June 22, 2021 ("Agreement"); and
- B. The Agreement had a one (1) year period beginning June 22, 2021 through June 21 2022; and
- C. On August 15, 2021, Credit Management Group LLC sold its entire assets and liabilities to Saguaro Summit, LLC.
- D. Credit Management now wishes to assign and transfer to Assignee all of its right and obligations under the Agreement, as amended, and Saguaro agrees to assume all of Credit Management's rights and obligations as provided in the Agreement and this Amendment.
- E. The City consents to the Assignment.

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. **Assignment.** The City, Assignor and Assignee all agree to the Assignment of Credit Managements rights and obligations under the Agreement to Saguaro. The Assignment shall not be construed in any way as modifying, waiving or affecting any of the terms, covenants, conditions or agreements contained in the Agreement, except as expressly provided herein.
3. **Term.** The term of the Agreement is unchanged.

4. **Compensation.** The compensation of the Agreement is amended to a not to exceed amount of \$125,000.
5. **Scope of Work.** The Agreement is amended to replace the Assignor's Representative with Assignee's representative as follows:

Saguaro Summit LLC
c/o Aaron Farrelly
2955 N Brighton
Mesa, AZ 85207
Email: aaron@cldaz.com

Additionally, the scope of work is amended to include banner production and installation as well as additional lighting for upcoming events.

6. **Insurance Certificate.** Assignee is hereby required to submit a new insurance certificate. The certificate must be received by the City of Glendale Procurement Division prior to the execution of this Amendment.
7. **Non-discrimination.** Assignee 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. Assignee 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.
8. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
9. **Attestation of PCI Compliance.** When applicable, the Assignee will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Assignee with oversight responsibility.
10. **Ratification of Agreement.** City and Assignee 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

“Assignor”
Credit Management Group, LLC dba
Christmas Light Decorators
an Arizona limited liability company



By: Doug Topham
Its: Managing Member

“Assignee”
Saguaro Summit LLC,
an Arizona limited liability company



By: Aaron Farrelly
Its: Managing Member