

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EPIFINI LANDSCAPING, INC.  
FOR  
LANDSCAPE IRRIGATION CONSTRUCTION FOR PARKS**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, between the City of Glendale, an Arizona municipal corporation (“City”), and Epifini Landscaping, Inc., an Arizona corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On May 15, 2023 under the Mohave Cooperative Purchasing Agreement, the Mohave Educational Services Cooperative, Inc., entered into a contract with Contractor to purchase the goods and services described in the Grounds Maintenance and Materials Contract No. 22P-EPI-0515, (“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 May 15, 2023, until the date the contract expires on May 14, 2024 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 May 14, 2028. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until May 14, 2024. The City may renew the term of this Agreement for (4) four additional one-year periods until the Cooperative Purchasing Agreement expires on May 14, 2028. 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 shall not exceed five million dollars (\$5,000,000) for the entire term of the Agreement (initial term plus any renewals).

4. Cancellation. This Agreement may be canceled 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. 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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

10. 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.

11. 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 Heidi Barriga, Deputy Director  
Recreation and Parks Department  
5959 W. Brown St  
Glendale, AZ 85302

And

Epifini Landscaping, Inc.  
Gregory S. Perez  
3066 N. Lear Ave.  
Casa Grande, AZ 85122  
gperez@epifini.com

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


“City”

“Contractor”

City of Glendale, an Arizona  
municipal corporation

Epifini Landscaping, Inc.,  
an Arizona corporation

By: \_\_\_\_\_  
Kevin R. Phelps  
City Manager

By:  \_\_\_\_\_  
Name: Gregory S. Perez  
Title: President

ATTEST:

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

APPROVED AS TO FORM:

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

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EPIFINI LANDSCAPING, INC.**

**EXHIBIT A  
Mohave Cooperative Purchasing Agreement, Contract No. 22P-EPI-0515  
Pricing Documents  
Award Letter  
(156 pages)**

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EPIFINI LANDSCAPING, INC.**

**EXHIBIT B  
Scope of Work  
(1 page)**

**PROJECT**

Epifini Landscaping, Inc. to provide landscape irrigation construction services for Grand Canal Linear Park, located at 75th Avenue and Camelback Road, and West to 97th Avenue and Bethany Home Road. It is approximately 3.25 miles of landscaping adjacent to the trail that runs along the Grand Canal.

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
EPIFINI LANDSCAPING, INC.**

**EXHIBIT C  
(2 pages)**

**METHOD AND AMOUNT OF COMPENSATION**

Goods and services shall be purchased in accordance with the terms, conditions, and rates of the Mohave Educational Services, Inc. Cooperative Purchasing Agreement Contract No. 22P-EPI-0515, from RFP 22P-0125.

Epifini Landscape, Inc. 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 and Recreation Department 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. Mohave Contract Number.
- e. Invoice number and date;
- f. Payment terms;
- g. Date of service or delivery;
- h. Description of materials or services provided;
- i. If materials provided, the quantity delivered and pricing of each unit;
- j. Service addresses, contract number, and purchase order associated with the contract;
- k. Applicable taxes;
- 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 must not exceed \$5,000,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

Pricing sheets for all goods and services are included in the Mohave Cooperative Purchasing Agreement Contract No. 22P-EPI-0515, from RFP 22P-0125 and attached in Exhibit A. 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.