

**AMENDMENT NO. 1**

Linking Agreement with Arizona Recreation/JP & Sons Joint Venture  
(for Playground, Splash Pad, Outdoor Fitness and Related Equipment, Contract No. C22-0046)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Arizona Recreation/JP & Sons Joint Venture, an Arizona corporation, authorized to do business in Arizona (“Contractor”).

**RECITALS**

- A. City and Arizona Recreation/JP & Sons Joint Venture (“Contractor”) previously entered into a Linking Agreement , Contract No. C22-0046, dated January 11, 2022 (“Agreement”); and
- B. The City's Agreement linked to the Mohave Cooperative Purchasing Agreement, Contract No. 190-ARJP-0221, for Playground, Splash Pad, Outdoor Fitness and Related Equipment. The Agreement had an initial term beginning January 11, 2022, through February 21, 2022, with an option to extend an additional three (3) years until the Cooperative Purchasing Agreement expires on February 21, 2025; and
- C. City and Contractor entered into Contract Extension No. 1 (C22-0046-1) extending the term of the Agreement from February 22, 2022 through February 21, 2023; and
- D. City and Contractor entered into Contract Extension No. 2 (C22-0046-2) extending the term of the Agreement from February 22, 2023 through February 21, 2024; and
- E. City and Contractor entered into Contract Extension No. 3 (C22-0046-3) extending the term of the Agreement from February 22, 2024 through February 21, 2025; and
- F. The City is increasing the total compensation by an additional \$750,000; and
- G. 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 unchanged and shall expire on February 21, 2025, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in the Amendment shall remain in its entirety.
- 3. **Scope of Work.** The scope of work is unchanged.

4. **Compensation.** Section 3B of the Agreement is hereby modified and amended as follows: The total compensation for the supplies and/or services purchased under this Agreement is increased by \$750,000, to a revised not-to-exceed amount of \$2,750,000 for the entire term of this contract (initial term, plus any renewals).
5. **Insurance Certificate.** Current certificate will expire on February 7, 2025, 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.** 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.
8. **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.
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. **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.

[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

Arizona Recreation/JP & Sons,  
an Arizona corporation



---

By: Tim Nolan

---

Its: Principal