

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELITE SPORTS BUILDERS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2020, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elite Sports Builders, LLC, a(n) Arizona Corporation(s) authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 12, 2019, under One Government Procurement Alliance (1GPA), the Paradise Valley Unified School District entered into a contract with Contractor to purchase the goods and services described in the Turf, Tracks, Courts and Other Surfaces Cooperative Purchasing Contract 19-17PV-02("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 September 12, 2020, until the date the contract expires on September 12, 2021 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 September 12, 2024. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

September 12, 2021. The City may renew the term of this Agreement for three (3) one-year periods until the Cooperative Purchasing Agreement expires on September 12, 2024. 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 Two Hundred Thirty Thousand - Five Hundred Sixty One dollars (\$230,561) annually or Two Hundred Thirty Thousand - Five Hundred Sixty One dollars (\$230,561) 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.Sup.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 Walter "Skip" Varney, Interim Assistant Director
 Public Facilities, Recreation and Special Events
 City of Glendale Main Library
 5959 W. Brown Street
 Second Floor
 Glendale, Arizona 85302

and

Elite Sports Builders, LLC
 c/o Jason Hoover - Director of Operations
 3600 South 7th Avenue
 Phoenix, Arizona 85041

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

Elite Sports Builders, LLC,
a(n) Arizona Corporation

By: _____
 Kevin Phelps
 City Manager

By: 
 Name: Jason Hoover
 Title: Director of Operations


 TROY C. RIDDICK
 PRESIDENT

ATTEST:

 Julie K. Bower (SEAL)
 City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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EXHIBIT A

Turf, Tracks, Courts and Other Surfaces Cooperative Purchasing Contract 19-17PV-02
Bidder's Bid and Contract Acceptance
Award Letter

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EXHIBIT B
Scope of Work

PROJECT

Conversion of 2 existing tennis courts into 8 pickleball courts at Bonsall Park, and the construction of 2 new pickleball courts at Foothills Park per the attached quotes from Elite Sports Builders, LLC.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Elite Sports Builders, LLC (contractor) shall be paid from invoice(s) provided by the contractor upon completion of the contract scope herein attached. Work to be based on the quotes provided by contractor and to the satisfaction of the City of Glendale for the construction services performed at the two locations.

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 \$230,561 annually or \$230,561 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor, upon completion of the project(s) shall submit a detailed invoice(s) with the service addresses, contract number and purchase order associated with the contract clearly identified for approval by the City of Glendale Parks Division, for construction services performed in accordance with the quotes and scope provided herein up to the not to exceed figure in total for both projects of \$230,561. Invoice(s) will be submitted by the Parks Division for payment of the invoice(s) and paid in accordance with city procedures through the City of Glendale Finance Department, accounts payable in a timely manner.

