

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
JIM BROWN & SONS ROOFING CO INC., DBAJBS ROOFING COMPANY**

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 JBS Roofing, a(n) Arizona Corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On August 14, 2020, under the Mohave Cooperative, the entered into a contract with Contractor to purchase the goods and services described in the Roof and Roofing Systems - Installation, Products **and** Services, Contract No. 18R-JBSR1-0418 ("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 March 20, 2019, until the date the contract expires on March 20, 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 March 20, 2023. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 20, 2021. The City may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on March 20, 2023. 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 three hundred thousand dollars annually (\$300,000) or six hundred thousand dollars (\$600,000) 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 valid, current certificate of insurance must be provided to the City before this Agreement may become effective.

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 *Jordahl 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 Vern Baker  
6210 W. Myrtle Ave., Suite 111  
Glendale, Arizona 85301  
623-930-2679  
and

Jim Brown and Sons Roofing Co Inc., dba JBS Roofing  
c/ o Scott A. Brown  
5537 N 59<sup>th</sup> Ave.  
Glendale, AZ 85301  
623-247-9252

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

Jim Brown and Sons Roofing Co., Inc., dba  
JBS Roofing, an Arizona Corporation

By: Kevin R. Phelps  
City Manager

By: \_\_\_\_\_  
Name: Scott A. Brown  
Title: Vice-President

ATTEST:

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

APPROVED AS TO FORM:

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

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**EXHIBIT A  
MOHAVE COOPERATIVE CONTRACT NO. 18R-JBSR1-0418**

**ROOF AND ROOFING SYSTEMS - INSTALLATION, PRODUCTS, AND SERVICES**

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**EXHIBIT B  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and Mohave Cooperative Contract No. 18R-JBSR1-0418, the City is retaining JBS Roofing Contractor for providing the City of Glendale installation, repair, restoration, products and services for roofing and roofing systems on an as needed basis.

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**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with Section 3 of this agreement.

**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 three hundred thousand dollars annually (\$300,000) or six hundred thousand dollars (\$600,000) for the entire term of the Agreement (initial term plus any renewals).

**DETAILED PROJECT COMPENSATION**

City shall pay Contractor compensation in accordance with the rates as set forth in the Mohave Cooperative Contract No. 18R-JBSR1-0418, for installation and repair services city-wide on an as-needed basis.