

AMENDMENT NO. (1)
 MOHAVE LINKING AGREEMENT FOR SHADE FABRIC AND STRUCTURES
 (MOHAVE 16D-SHADE-O401, Contract No. C18-0503)

This Amendment No. (3) ("Amendment") to the Pre-Engineered Fabric Shade Structures MOHAVE 16D-0304 Linking ("Agreement") is made this _____ day of _____, 20____, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Shade 'n Net of Arizona, Inc., a Texas limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Shade 'n Net, Inc. ("Contractor") previously entered into Linking Agreement, Contract No. C18-0503, dated June 12, 2018 ("Agreement"); and
- B. The City's Agreement linked to Mohave Contract, Contract No. 16D-SHADE-0401. The Mohave Contract had an initial term beginning April 1, 2018 through April 1, 2019, with the option for the City to renew for two (2) additional one-year periods allowing the contract to be extended through April 1, 2021; and
- C. The initial period of this Agreement was for the effective date until April 1, 2019; and
- D. The City and the Contractor entered into Contract Extension No. 1, (C18-0503-1) extending the term of the agreement through April 3, 2020; and
- E. The City and the Contractor entered into Contract Extension No. 2, (C18-0503-2) extending the term of the agreement through April 1, 2021; and
- E. The City is expanding the scope and increasing the compensation by an additional \$79,435.71; and
- F. 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 extended for a the one-year period currently in effect during the period from (April 1, 2020) through (April 1, 2021), unless otherwise terminated or canceled as provided by the Agreement. All other

provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.

3. **Scope of Work.** Increasing the Scope of Work to include new fabric shade structures at O'Neil Park and at the Foothills Park ball fields.
4. **Compensation.** The Contractor's compensation for these projects is increased by \$79,435.71 and will not exceed \$199,435.71 for the entire term of the contract (initial period plus any extensions).

Shade N' Net

Foothills Park Ballfields: \$27,312.44 Field #1
\$26,339.55 Field #2
\$27,312.44 Field #3

Total (3) Ballfields: \$80,964.43

O'Neil Park Ramadas: \$11,471.28 for (2) 12' X 12' Ramadas
Total for both projects: \$92,435.71

Less: -\$53,000.00 Balance currently in contract to be applied to the new structures at both locations listed.

Needed: \$39,435.71 Shortfall of funds for project and:
\$40,000.00 Annual repairs

Total Request: \$79,435.71 Additional funds

5. **Insurance Certificate.** Current certificate will expire on October 1, 2020 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.** 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.
8. **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.

9. **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

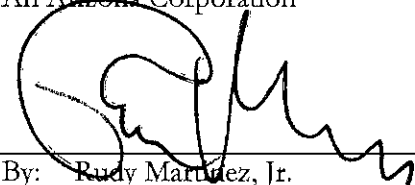
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Shade 'N Net of Arizona, Inc.
An Arizona Corporation



By: Rudy Martinez, Jr.
Its: President
