

**CITY CLERK
ORIGINAL
LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
OFFICE DEPOT, INC.**

**C-10221
08/28/2015**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 28 day of August, 2015, between the City of Glendale, an Arizona municipal corporation (the "City of Glendale" or the "City"), and Office Depot, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 11, 2013 the Glendale City Council adopted Resolution 4686, authorizing participation in the National Inter-government Purchasing Alliance ("NIPA"), and cooperative purchases made through NIPA lead agencies. The State of Florida, as a lead agency for NIPA, entered into Contract No. 618-000-11-1 on December 8, 2010 with Contractor, which was subsequently amended and extended (the amendments, extensions and the original contract are referred to collectively as the "Office Depot Contract"), and the Office Depot Contract is Incorporated by reference as if set forth in this Agreement in its entirety.
- B. The City is permitted to purchase the goods and services described in the Office Depot Contract without further public bidding, and the Office Depot Contract permits its cooperative use by other governmental agencies, including the City of Glendale.
- C. Section 2-149 of the City of Glendale's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City of Glendale Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City of Glendale. The City believes these conditions are met for purposes of the Cooperative Purchasing Agreement.
- D. The City desires to contract with Contractor for supplies, goods or services identical or nearly identical, to the supplies, goods or services Contractor is providing under the Office Depot Contract. Contractor consents to the City's utilization of the Office Depot as the basis of this Linking Agreement, and Contractor desires to enter into this Agreement to provide the goods 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 Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires upon thirty days' written notice by either party, or when the Office Depot Contract expires, whichever occurs first.

2. Scope of Work, Terms, Conditions, and Specifications

a) Contractor will provide City the identical (or nearly identical) supplies, goods or services Contractor provided the State of Florida under the Office Depot Contract.

b) Contractor agrees to comply with all the terms, conditions and specifications of the Office Depot Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Agreement by this reference. The "City of Glendale" shall be substituted for "End User" or similar references throughout the Office Depot Contract.

3. Compensation

a) City shall pay Contractor the same compensation per unit that the State of Florida pays Contractor under the Office Depot Contract.

b) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

4. 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 Subcontractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Credit Terms. City's credit limit shall be established by Contractor's credit department. Contractor reserves the right to lower City's credit limit or refuse to ship any orders if at any time: (a) City's account is materially past due and City has not responded with a reasonable response within three (3) business days of written notice of said delinquency to work with Contractor to resolve the issues; (b) in Contractor's commercially reasonable opinion, City's credit standing becomes impaired as a result of City's payment habits having slowed down to an unsatisfactory level with all non-critical suppliers including Contractor; (c) City's financial condition becomes unstable based on

City's financial reports or reputable third party ratings, or (d) if there are severe risk alerts from reputable third party credit bureaus.

7. Notices. All notices, requests, demands and other communications under this Agreement shall be given in writing. Such notices shall be deemed to have been given when delivered in person or three (3) business days after being sent via certified mail or upon delivery if sent via reputable overnight delivery service and addressed to the appropriate party at its mailing address set forth below:

To City: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Materials Management

with a copy to:

Glendale City Attorney's Office
5850 West Glendale Avenue
Suite 450
Glendale, Arizona 85301

To Office Depot: Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496
Attention: Tim Burgett, Vice President

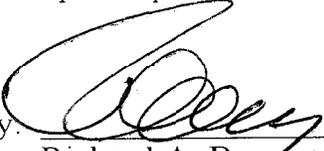
with a copy to: Office Depot, Inc.
6600 North Military Trail
Boca Raton, Florida 33496
Attention: Office of the General Counsel

[SIGNATURES ON FOLLOWING PAGE]

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

"City of Glendale"

City of Glendale, an Arizona municipal corporation

By: 
Richard A. Bowers,
Acting City Manager

"Contractor"

Office Depot, Inc.

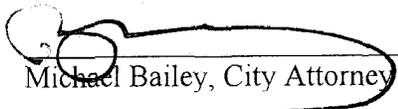
By: 
Tim Burgett, Vice President



ATTEST:


Pamela Hanna, City Clerk (SEAL)

Approved as to Form


Michael Bailey, City Attorney