

**CITY CLERK
ORIGINAL**

C-10248
09/02/2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SOUTHWEST AVIAN SOLUTIONS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 2 day of September, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Southwest Avian Solutions, LLC, an Arizona limited liability company ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 12, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Bird Repellant Services Contract, Contract No. 14117-S, which is attached hereto as Exhibit A. The Bird Repellant Services Contract permits its cooperative use by other governmental agencies including the City. The Bird Repellant Services Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- 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 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 the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 12, 2015, until the date the contract expires on January 31, 2017, 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 extend the contract

beyond January 31, 2021. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until January 31, 2017. The City, however, may renew the term of this Agreement for 4 one-year periods until the Cooperative Purchasing Agreement expires on January 31, 2021. 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 a one-year 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 C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate 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 the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Forty Eight Thousand dollars (\$48,000).

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

7. 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 Ron Gouger
6210 W. Myrtle Ave. Ste. 111
Glendale, Arizona 8530
623-930-2647

and

Southwest Avian Solutions, LLC
c/o Jeff Kimmich
20118 N 67th Ave
#300-122
Glendale, AZ 85308
602-942-6550

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

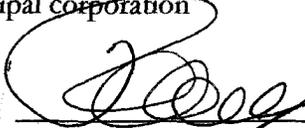
“City”

“Contractor”

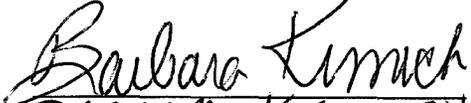
City of Glendale, an Arizona
municipal corporation

Southwest Avian Solutions, LLC,
an Arizona limited liability company

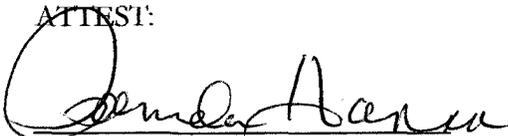
By:


Richard A. Bowers
Acting City Manager

By:


Name: BARBARA KIMMICH
Title: MEMBER

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

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EXHIBIT A

Maricopa County Bird Repellant Services Contract, Contract No. 14117-S

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EXHIBIT B
Award and Rate Sheet

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**EXHIBIT C
Scope of Work**

PROJECT

Provide material and services to install bird devices that deter nesting and roosting on city structures on an as-needed basis.

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EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Labor - Regular Business Hours/After Hours/Weekends & Holidays \$45 per hour
Materials - Cost plus 5% for any parts, components and materials outside this scope of work.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$48,000.

DETAILED PROJECT COMPENSATION

Provide material and services to install bird devices that deter nesting and roosting on city structures on an as-needed basis.