

ORIGINAL

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
INSIGHT PUBLIC SECTOR, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 27 day of September, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc. an Illinois corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. After a request for proposals, the State of Arizona entered into Contract Number ADSP016-137343 with Contractor (the "Insight Contract"), which is incorporated into this Agreement by reference.
- B. The City is permitted to purchase the goods and services under the Insight Contract without further public bidding, and the Insight Contract permits its cooperative use by other governmental agencies including the City.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize a 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 Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for the purposes of this Agreement.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing the State of Arizona under the Insight Contract. Contractor consents to the City's utilization of the Insight Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide computer equipment at discounted prices pursuant to the Insight Contract.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to the Insight Contract. According to the Insight Contract purchases can be made by governmental entities from the date of award, which was June 30th, 2016, until the date the contract expires on June 30th, 2021, unless the Insight Contract is terminated by the original contracting parties. The initial period of this Agreement therefore is from June 30th, 2016 until June 30th, 2017, unless the Insight Contract terminates earlier, at which point this Agreement is terminated. The City, however, may renew the term of this Agreement for four additional one-year periods until the Insight Contract expires on June 30th, 2021, or the Insight Contract is terminated, whichever occurs first. 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 date the Agreement is scheduled to terminate in order to effectuate such a one-year renewal.

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

Contractor agrees to comply with all the terms, conditions and specifications of the Insight Contract. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement, and the parties will interpret all references to the "State of Arizona" or similar references in the Insight Contract to mean the City. In addition, the Insight Pricing Sheet is incorporated into this Agreement by reference.

3. Compensation.

A. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One Million Seven Hundred Thousand Dollars (\$1,700,000) for the entire term of the Agreement.

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. Termination of Prior Agreements. That certain contract between the Parties known as the "Linking Agreement" and its amendment, dated February 25, 2014, and April 14, 2015, respectively, and labeled by the City of Glendale as Contracts C-8820 and C-8820-1, respectively, are terminated as of the date this Agreement is signed by both parties.

9. **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
6835 N 57th Dr., Suite 100
Glendale, AZ 85301
and

Insight Public Sector
Attn: Pam Potter
2250 Pinehurst Blvd, Suite 200
Addison, IL 60101

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Insight Public Sector, Inc.,
an Illinois Corporation

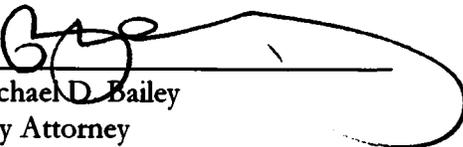
By: 
Kevin R. Phelps
City Manager

By: 
Name: Brian Hicks
Title: SVP

ATTEST:


Julie Bower (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney