

RIGHT

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
D H PACE COMPANY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 3 day of October, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and D H Pace Company, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 9, 2016, the State of Arizona, through the State Procurement Office, entered into a cooperative purchase agreement master contract with Contractor to purchase the goods and services described in the Master Contract No. ADSP016-136735 ("Cooperative Purchasing Agreement"), a copy of which is incorporated by this reference. 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 repair, replacement and preventive maintenance of door and gates and 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 9, 2016, until the date the contract expires on June 9, 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 June 9, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2017. The City Manager or designee, however, may renew the term of this Agreement for two additional one year periods until the Cooperative Purchasing Agreement expires on June 9, 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 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 A**.
- 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 the Cooperative Purchasing Agreement and as provided in the attached **Exhibit B**.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed fifteen thousand dollars (\$15,000.00) per year and forty five thousand dollars (\$45,000.00) 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 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. 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.

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
c/o
Chief of Police
6835 N. 57th Drive
Glendale, Arizona 8530
623-930- 3000

and

D H Pace Corporation, Inc.
616 W. 24th Street
Tempe, AZ 85282
480-5577223

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

D H Pace, Company, Inc.,
a Delaware Corporation

By: 

Kevin R. Phelps
City Manager

By: 

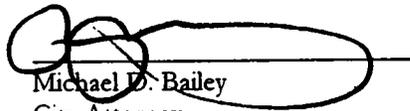
Name: Michael Waldron
Title: Sr. Vice President

ATTEST:



Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

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**EXHIBIT A
Scope of Work**

PROJECT

Repair, replacement and preventive maintenance of door and gates located in Glendale police facilities.

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**EXHIBIT B
Compensation**

METHOD AND AMOUNT OF COMPENSATION

30 days net from date invoices received.

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 \$15,000.00 annually or \$45,000.00 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Contractor shall invoice the city upon completion of repairs or other services rendered and City shall pay invoices within 30 days of receipt of invoices.