CITY CLERK
ORIGINAL

C-8918
05/21/2014

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
LARRY MILLER DODGE RAM

THIS LINKING AGREEMENT (this "Agreement") is entered into as of May 21, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Larry Miller Dodge Ram, an Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties".

RECITALS

A. The State of Arizona on June 13, 2013 entered into Contract Number ADSPO13-049554, allowing for the purchase of vehicles from, among other entities, Larry Miller Dodge/Ram, and subsequently the parties entered into various amendments to the contract (collectively, the "Vehicle Purchase Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Vehicle Purchase Contract without further public bidding, and the Vehicle Purchase 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 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 purposes of the Vehicle Purchase 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 the State of Arizona under the Vehicle Purchase Contract, Contractor consents to the City's utilization of the Vehicle Purchase Contract as the basis of this 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 shall expire on June 30, 2014.

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

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1. Term of Agreement. This Agreement is effective as of the date first set forth above and shall expire on June 30, 2014.

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

a) Contractor will provide City the identical supplies, goods or services Contractor provided the State of Arizona under the Vehicle Purchase Contract, as requested by the City in the quote attached as Exhibit "A."

b) Contractor agrees to comply with all the terms, conditions and specifications of the Vehicle Purchase Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Vehicle Purchase Contract.

3. Compensation.

a) The total purchase price for the goods and services authorized in this Agreement is not to exceed Forty Seven Thousand Dollars and No Cents ($47,000) as indicated in the quote attached as Exhibit "A."

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____

ATTEST:

_____
City Clerk

Approved as to form

_____
City Attorney

"Contractor"

Larry Miller Dodge Ram, Inc., an Arizona corporation

By: _____

Name: Joseph MAGGIO

Title: FLEET DIRECTOR

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

"City"

City of Glendale, an Arizona municipal corporation

By: _____

ATTEST:

_____
City Clerk

Approved as to form

_____
City Attorney

"Contractor"

Larry Miller Dodge Ram, Inc., an Arizona corporation

By: _____

Name: Joseph MAGGIO

Title: FLEET DIRECTOR

EXHIBIT A

LARRY H. MILLER DODGE RAM
AVONDALE

DS Esq.

RETAIL PURCHASE AGREEMENT

Deal # _____

Purchaser's Name(s) GLENDALE POLICE DEPT — Date 2/28/14

Address 6835 N. 57TH DR GLENDALE AZ. 85301 — County: _____

Home Telephone _____ Cell Phone: _____ Work Telephone: _____

DOB: _____ D.L./State I.D.#: _____ Issuing State: _____ Exp Date: _____

E-mail Address _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing from us is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO
2014	RAM	1500 CREW 4X2	SILVER	

VIN/SERIAL NO	ODOMETER READING ☐ Not Accurate	SALESPERSON
		JOE M

THE VEHICLE IS ☐ NEW ☐ USED

WARRANTY STATEMENT

ALL VEHICLES: Any warranties by a manufacturer or supplier other than our Dealership ("the Seller") are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.

NEW VEHICLES SOLD AS-IS BY SELLER: Seller expressly disclaims all express and implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, unless Seller enters into a Service Contract with you at the time of this transaction.

USED VEHICLES: **The Seller hereby warrants that this Vehicle will be fit for the ordinary purposes for which the Vehicle is used for fifteen (15) days or five hundred (500) miles after the delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this Agreement. You (the Purchaser) will have to pay up to twenty-five dollars ($25.00) for each of the first two repairs if the warranty is violated.**

The Vehicle Is Sold As-Is - Not Expressly Warranted Or Guaranteed by Seller and Seller makes no implied warranty of fitness for any particular purpose, or implied warranty of merchantability beyond that set forth above, unless a box is marked below indicating that the Vehicle is sold with a Used Vehicle Limited Warranty from Seller or Seller enters into a Service Contract with you at the time of this transaction.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY): **The information you see on the window form for this Vehicle is part of this Contract. Information on the window form overrides any contrary provisions in the contract of sale.** Traducción española: Vea el dorso.

☐ If this box is marked, the Vehicle is sold with a Used Vehicle Limited Warranty from Seller. Please see the Used Vehicle Limited Warranty. No other express warranties are made by Seller. Any implied warranties shall apply for the duration required by State Law or the duration of the Used Vehicle Limited Warranty, whichever is longer.

WAIVER OF THE IMPLIED WARRANTY OF MERCHANTABILITY FOR PARTICULAR DEFECTS (PLEASE SEE ATTACHED WAIVER)

Attention Purchaser: Sign here only if the Dealer told you that this Vehicle has the following problem(s) and that you agree to buy the Vehicle on those terms:

1. _____
2. _____
3. _____

Purchaser's Signature(s): _____ Date: _____

RENUNCIA VOLUNTARIA A LA GARANTÍA IMPLICADA DE LA HABILIDAD COMERCIAL PARA DEFECTOS ESPECÍFICOS (POR FAVOR VER LA RENUNCIA ANEXA)

Atención Comprador: Firme aquí solo si el Concesionario le ha dicho que su Vehículo tiene el siguiente problema(s) y usted está de acuerdo en comprar el Vehículo bajo esos términos:

1. _____
2. _____
3. _____

Firma(s) del Comprador: _____ Fecha: _____

TRADE-IN VEHICLE (1) INFORMATION

Year: Make: Model: Color:

VIN/Serial No: Odometer Reading: ☐ Not Accurate

Trade-In Allowance: Balance Owed & Lienholder:

TRADE-IN VEHICLE (2) INFORMATION

Year Make Model Color:

VIN/Serial No Odometer Reading ☐ Not Accurate

Trade-In Allowance: Balance Owed & Lienholder

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

PLEASE SEE ATTACHED WE OWE - DELIVERY CONFIRMATION

☐ IF BOX IS MARKED, PLEASE SEE ATTACHED SPOT DELIVERY AGREEMENT

You have entered into a Service Contract with _____

☐ Deposit/☐ Partial Payment: $_____ was received from you as a Deposit/Partial Payment. It is not refundable, except as set forth in this Agreement. In case of a Deposit, we will refrain from selling the vehicle for _____ days X_____

☐ If this box is marked, the Vehicle you are purchasing must pass an Emissions Inspection. Please see the attached Emissions Inspection Disclosure Statement.

Cash Price Of Vehicle	32,779.
CREATIVE LIFT	17,789.
Total Selling Price	40,568.
Taxable Total	
Sales Tax @ 7.8 %	3164.
Tire Disposal Fee (New Car Only)	5
License, Transfer Title & Registration Fee (GVW Rating _____) $_____ Charge for Duplicate Titles	
5YR. 100000 MILE EXT WARRANTY	2395.
Total Due	
Deposit/Partial Payment	
CASH DUE AT DELIVERY	
BALANCE TO FINANCE	46,132.

AGREEMENT TO ARBITRATE. Purchaser(s) and Dealer ("Parties") agree to resolve by binding arbitration any Dispute that arises between them under or relating to this Agreement and transaction as set forth in Paragraph 20 on the reverse side. Either of the Parties may initiate an arbitration proceeding under the applicable rules of the JAMS, 1920 Main Street, Suite 300, Irvine, California 92614 (www.jamsadr.com), or the Better Business Bureau in the State and County where the Dealership is located; or another established Alternative Dispute Resolution Agency. **By signing below, I acknowledge I have read Paragraph 20 on the reverse side and agree to be bound by the terms and conditions of this Agreement to Arbitrate. THE PARTIES UNDERSTAND THAT EXCEPT FOR THOSE DISPUTES SPECIFICALLY EXEMPTED FROM ARBITRATION, THEY ARE KNOWINGLY AND UNCONDITIONALLY WAIVING THEIR RIGHT TO LITIGATE ANY CLAIMS IN COURT, THEIR RIGHT TO A JURY TRIAL AND THEIR RIGHT TO PARTICIPATE AS A MEMBER OR REPRESENTATIVE IN ANY CLASS ACTION IN COURT OR THROUGH ARBITRATION.**

The front and back of this Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into or will be recognized. I have read the terms and conditions of this Agreement, including those terms and conditions that appear on the reverse side, and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Representative of the Dealership.

Purchaser _____ Accepted By Authorized Dealership Representative _____

EXHIBIT A

Seller Seller Administrator

NIGP Code Browse | My Account | Customer Service | About

April 15, 2014 10:48:03 AM MST

Home POs Bids Contracts Quotes

joe maggio

Master Blanket Purchase Order ADSPO13-049554

General Items Attachments Notes Change Orders Subcontractors Summary

PO #	ADSPO13-049554	Item #	50
Print Sequence	27	Item Type:	Normal
Item Status	3PS - Sent	Minimum Order Quantiy	0 0
Description			
Dodge 1500 CREW CAB DS1L98 ST 5 7L			

Quantity	Unit Cost	Net Unit Cost	UOM	Discount %	Total Discount Amt.	Total
0 0	$21,316 00	$21,316 00	EA - Each	0 0%	$0 00	$0 00

NIGP Class	072 - TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)
NIGP Class Item	01 - Class 1 Trucks (6,000 lb GVWR or less)
Commodity Code.	01 - Class 1 Trucks (6,000 lb. GVWR or less)

Tax Rate:	
Tax Amount	$0 00
Extended Amount	$0 00

Manufacturer	Brand
Model	Make
Packaging	

Exit

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