

CITY CLERK
ORIGINAL

C-9180
08/12/2014

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ESRI, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of August 12 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Environmental Systems Research Institute, Inc., a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The State of Arizona on June 17, 2011 entered into Contract Number ADSP010-00000131, and subsequently the parties entered into various amendments to the contract (collectively, the "ESRI Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the ESRI Contract without further public bidding, and the ESRI 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 ESRI 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 ESRI Contract, Contractor consents to the City's utilization of the ESRI 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 expires on August 1, 2019.
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 ESRI Contract, as requested by the City in the proposal attached as Exhibit "A."

- b) Contractor agrees to comply with all the terms, conditions and specifications of the ESRI 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 ESRI Contract.

3. Compensation.

- a) The total purchase price for the Services listed in Exhibit "A" is not to exceed Three Hundred One Thousand Seven Hundred Ninety Six Dollars and Fifty-Two Cents (\$301,796.52) over the five (5) year agreement. This amount is an estimated total value over the five (5) year agreement and includes a twenty percent (20%) contingency for applicable taxes, fees, and additional licenses. In addition, 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.

[SIGNATURES ON FOLLOWING PAGE]

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

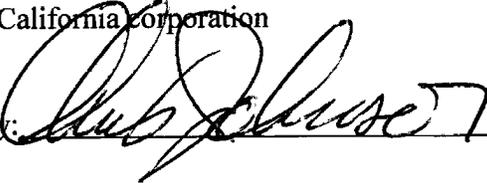
"City"

City of Glendale, an Arizona
municipal corporation

By: 

"Contractor"

Environmental Systems Research Institute,
Inc.,
a California corporation

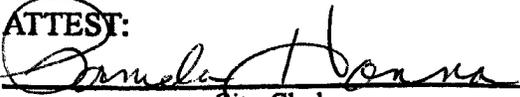
By: 

Name: Chris Johnson

Manager, Commercial & Government Contracts

Title: _____

ATTEST:


City Clerk

Approved as to form


City Attorney

Exhibit A
[Quotation Number 25632351]



esri[®]

380 New York Street
Redlands, CA 92373
Phone. 888-377-4575/1232
Fax #: 909-307-3083

Quotation

Date: 06/10/2014

Quotation Number: 25632351

Contract Number: 2009MPA4087

Send Purchase Orders To:

Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Nicole Scott

City of Glendale
Information Technology Dept
6835 N 57th Dr
Glendale AZ 85301-3219
Attn: Devlin Fung

Please include the following remittance address on your Purchase Order:

Esri, Inc.
File #54630
Los Angeles, CA 90074-4630

Customer Number: 8036

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS for Desktop Advanced Concurrent Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	3,030.00	3,030.00
1010	5	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	1,212.00	6,060.00
2010	1	52385 ArcGIS for Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 02/01/2015 End Date: 08/01/2015	604.34	604.34
3010	1	86497 ArcGIS for Desktop Standard Concurrent Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	1,515.00	1,515.00
4010	1	86500	1,212.00	1,212.00

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Nicole Scott

Ext: 1232

[SCOTTN]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone 888-377-4575/1232
Fax #. 909-307-3083

Quotation

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Date: 06/10/2014

Quotation Number: 25632351

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS for Desktop Standard Concurrent Use Secondary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015		
5010	1	87194 ArcGIS for Desktop Basic Concurrent Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	707.00	707.00
6010	3	87195 ArcGIS for Desktop Basic Concurrent Use Secondary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	505.00	1,515.00
7010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	505.00	505.00
8010	1	87192 ArcGIS for Desktop Basic Single Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	404.00	404.00
9010	1	93094 ArcGIS for Desktop Basic with Extensions Single Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	1,010.00	1,010.00
10010	6	87193 ArcGIS for Desktop Basic Single Use Secondary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	303.00	1,818.00
11010	3	93095 ArcGIS for Desktop Basic with Extensions Single Use Secondary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	909.00	2,727.00
12010	1	93303 ArcGIS for Desktop Standard Single Use Primary Maintenance Start Date: 08/02/2014 End Date: 08/01/2015	1,515.00	1,515.00
13010	1	100571	505.00	505.00

[SCOTTN]



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Date: 06/10/2014

Quotation Number: 25632351

Contract Number: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
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ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance
 Start Date: 08/02/2014
 End Date: 08/01/2015

16010	1	108562	1,466.00	1,466.00
Esri Developer Network (EDN) Standard Term License				

17010	4	109216	5,050.00	20,200.00
ArcGIS for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 08/02/2014 End Date: 08/01/2015				

18010	1	112390	2,525.00	2,525.00
ArcGIS Image Extension for Server Enterprise Standard Up to Four Cores Maintenance Start Date: 08/02/2014 End Date: 08/01/2015				

Subtotal	47,318.34
Estimated Taxes	2,981.08
Total	\$ 50,299.42

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Date: 06/10/2014

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Item Qty Material#

Unit Price

Extended Price

*The following items are optional items listed for your convenience
These items are not included in the totals of this quotation.*

1	99818	Optional Developer Support for Esri Developer Network (EDN) Subscribers Pack Quantity 10 Incidents	2,020.00	2,020.00
1	99946	Esri Developer Network (EDN) Optional at Esri Site 5 Days per Seat Instructor Led Training	2,222.00	2,222.00

Not purchasing es



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Quotation

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Date: 06/10/2014 Quotation No: 25632351 Customer No: 8036 Contract No: 2009MPA4087

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING.

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation, please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal; such terms are incorporated in this quotation by reference. Acceptance is limited to the terms of this quotation. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer or confirmation sent or to be sent by buyer.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of \$_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Signature of Authorized Representative

Date

Name (Please Print)

Title