

**CITY CLERK
ORIGINAL**

**C-9233
09/23/2014**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SPRINT SOLUTIONS, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of September 23, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Sprint Solutions, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The State of Arizona on January 28, 2013 entered into Contract Number ADSPO13-034209, the Participating Addendum to Master Service Agreement No. S1907 between Contractor and the State of Nevada, acting on behalf of the Western States Contracting Alliance and the NASPO Cooperative (collectively, the "Sprint Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Sprint Contract without further public bidding, and the Sprint 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 Sprint 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 Sprint Contract, Contractor consents to the City's utilization of the Sprint 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 October 16, 2018.

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

- a) Contractor will provide City the supplies, goods or services Contractor provided the State of Arizona under the Sprint Contract, as requested by the City.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Sprint Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Sprint Contract are incorporated in this Agreement by this reference. The "City of Glendale" shall be substituted for "State of Arizona" or "State of Nevada," or similar reference to the State of Arizona throughout the Sprint Contract.

3. Compensation

- a) The total purchase price for the goods and services authorized in this Agreement is not to exceed One Million Three Hundred Seventy-Two Thousand Dollars (\$1,372,000).

[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”

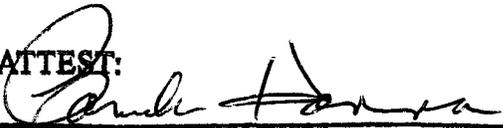
Sprint Solutions, Inc.,
a Delaware corporation

By:  8/20/2014

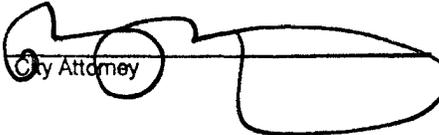
Name: Michaela Clairmonte

Title: Manager, Contract Negotiations

ATTEST:


City Clerk

Approved as to form


City Attorney

Sprint — Approved
as to Legal Form

KAC - 20 Aug 2014