CITY CLERK
ORIGINAL

C-9449
11/24/2014

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TERRA VERDE, LLC d/b/a TERRA VERDE SERVICES

THIS LINKING AGREEMENT (this "Agreement") is entered into as of November 24, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Terra Verde, LLC., an Arizona limited liability company doing business as Terra Verde Services ("Contractor"), collectively, the "Parties."

RECITALS

A. The City of Avondale on July 7, 2014 entered into a Purchase and Services Agreement with Contractor (the "Terra Verde Contract"), a copy of which is incorporated in this Agreement by this reference.

B. The City is permitted to purchase the goods and services described in the Terra Verde Contract without further public bidding, and the Terra Verde 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 Terra Verde 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 Terra Verde Contract, Contractor consents to the City's utilization of the Terra Verde 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 July 7, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. Prior to the expiration of the Initial Term, and prior to each Renewal Term (as defined below), this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term")if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii)

at least 30 days prior to the end of the then-current term of the Agreement, the Consultant requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City Manager or his or her designee approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement and in conjunction with Paragraph 3 of this Agreement), as evidenced by the signature of the City Manager or his or her designee, which approval may be withheld by the City for any reason.

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

a) Contractor will provide City the services Contractor provided the City of Avondale under the Terra Verde Contract.

b) Contractor agrees to comply with all the terms, conditions and specifications of the Terra Verde 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 "City of Avondale" or similar reference to the State of Arizona throughout the Terra Verde Contract.

3. Compensation.

a) The total purchase price for the goods and services authorized in this Agreement is not to exceed Five Hundred Thousand Dollars ($500,000.00) over the life of the Agreement.

4. Termination of Existing Agreement. The Parties agree that the Terra Verde Contract is the instrument by which Contractor will provide services to the City as of the execution of this Agreement. The Parties therefore jointly agree that the existing contracts C-7372 and C-7373 are terminated. Any services procured by City prior to the execution of this Agreement are governed by the existing contracts C-7372 and C-7373, but all new purchases are made pursuant to and governed by the Terra Verde Contract.

[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"

Terra Verde, LLC,
an Arizona limited liability company

By: _____

Name: Edward Vasko

Title: CEO