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C-9713
02/24/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
EMPIRE SOUTHWEST, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of 24
February, 2015, between the City of Glendale, an Arizona municipal corporation (the
"City"), and Empire Southwest, LLC, a Delaware company authorized to do business in
Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. The City of Tucson on May 1, 2012 entered into National Intergovernmental Purchasing Alliance Contract Number 120377, a copy of which is incorporated by this reference.
- B. The City is permitted to purchase the goods and services described in the Contract without further public bidding, and the Heavy Equipment, Parts, Accessories, Supplies and Related Services 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 Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.
- 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 City of Tucson under the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract, Contractor consents to the City's utilization of the Heavy Equipment, Parts, Accessories, Supplies and Related Services 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 April 30, 2015. Should the City of Tucson exercise their right to extend this contract, the City of Glendale may submit a request to amend this linking agreement and extend for one additional year.

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

- a) Contractor will provide City the identical supplies, goods or services Contractor provided the City of Tucson under the Heavy Equipment, Parts, Accessories, Supplies and Related Services 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 Heavy Equipment, Parts, Accessories, Supplies and Related Services 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 "End User" or similar references throughout the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.

3. Compensation.

- a) City shall pay Contractor the same compensation the End User pays Contractor under the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.
- b) The total purchase price for the Good or Services as authorized in this agreement is not to exceed \$1,119,512.82 over the entire term of the agreement. 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

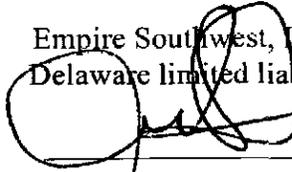


By: ~~Brenda S. Fischer~~
Its: ~~City Manager~~

RICHARD A. BOWERS
ACTING CITY MANAGER

"Contractor"

Empire Southwest, LLC a
Delaware limited liability company



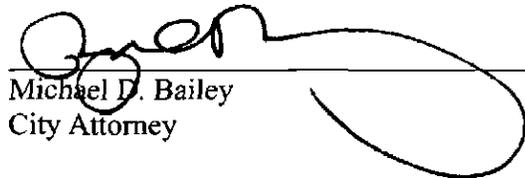
By: Jim Smith
Its: Executive Vice President

ATTEST



Pamela Hanna (SEAL)
City Clerk

Approved as to Form



Michael D. Bailey
City Attorney