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C-9778
03/24/2015

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BLACK BOX NETWORK SERVICES

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 24 day of March, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Black Box Network Services, a Texas corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On October 3, 2012, the State of Arizona entered into contract number ADSPO14-068784 (the "Black Box Contract") with Contractor to purchase the goods and services described in the Black Box Contract, a copy of which is incorporated by reference. The Black Box Contract permits its cooperative use by other governmental agencies, including the City.

B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Black Box Contract. Contractor consents to the City's utilization of the Black Box Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Black Box Contract. The initial period of this Agreement is the period from the Effective Date of this Agreement until January 9, 2017. The City may renew the term of this Agreement for three one-year periods or until the Black Box Contract expires, whichever is earlier. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Terms, Conditions, and Specifications.

A. Contractor agrees to comply with all the terms, conditions and specifications of the Black Box Contract. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Black Box Contract.

B. City will purchase network cabling goods and services from Contractor on an as-needed basis.

3. Compensation.

A. City shall pay Contractor compensation at the same rate and on the same schedule as the Black Box Contract.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed One Hundred and Fifty Thousand dollars ($150,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS OF THIS AGREEMENT, 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: _____
Richard A. Bowers
Acting City Manager

"Contractor"

(Contractor Name)
an Arizona corporation

By: George Semple

Name: George Semple

Title: V.P. Managed Services

ATTEST:

_____
Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

_____
Michael D. Bailey
City Attorney

(Revised 9/4/14)