

# CITY CLERK ORIGINAL

C-9787  
03/23/2015

## LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND ARIZONA OFFICE TECHNOLOGIES, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23 day of March, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Arizona Office Technologies, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

### RECITALS

- A. On July 1, 2013, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in Contract Number ADSP013-050379, which is incorporated by this reference. Contract Number ADSP013-050379 permits its cooperative use by other governmental agencies including the City. Contract Number ADSP013-050379 is hereinafter referred to as the Cooperative Purchasing Agreement.
- 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 Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement 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 foregoing 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 Cooperative Purchasing Agreement. Purchases can be made by governmental entities from the date of award, which was July 1, 2013, until the date the contract expires on June 30, 2015, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond June 30, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2015. The City, however, may renew the term of this Agreement for 3 one-year

periods until the Cooperative Purchasing Agreement expires on June 30, 2018. 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. Scope of Work: Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit A.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit A attached hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed ten thousand three hundred thirty dollars and no cents (\$10,330.00).

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

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any sub-contractors, warrants compliance with this section.

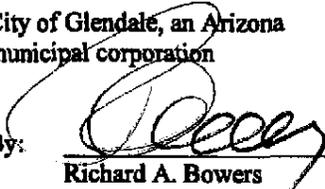
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"City"

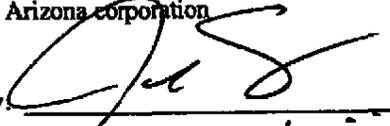
City of Glendale, an Arizona  
municipal corporation

By: 

Richard A. Bowers  
Acting City Manager

"Contractor"

Arizona Office Technologies, Inc.  
an Arizona corporation

By: 

Name: Jaime Leija

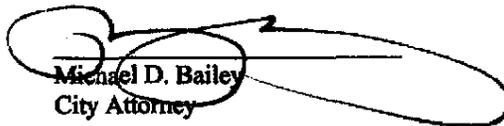
Title: VP of Sales

ATTEST:

  
Pamela Hanna  
City Clerk

(SEAL)

APPROVED AS TO FORM:

  
Michael D. Bailey  
City Attorney