

CITY CLERK ORIGINAL

C-9943
04/28/2015

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND SAN DIEGO POLICE EQUIPMENT CO. INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of April, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and San Diego Police Equipment Co. Inc., a California corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 1, 2014, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Contract Number ADSP014-067867, which is incorporated by this reference. Contract Number ADSP014-067867 permits its cooperative use by other governmental agencies including the City. Contract Number ADSP014-067867 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. According to the Cooperative Purchasing Agreement award and rate sheet, which are incorporated by this reference, purchases can be made by governmental entities from the date of award, which was April 1, 2014, until the date the contract expires on March 31, 2016 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 March 31, 2019. The initial period of this Agreement therefore is the period from the Effective

Date of this Agreement until March 31, 2016. The City, however, may renew the term of this Agreement for four one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2019. 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 quote 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 incorporated 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.
- B. The total purchase price for the supplies and/or services purchased under this Agreement is not to exceed Eighty Four Thousand Five Hundred Dollars and No Cents (\$84,500), which includes the expenditure detail in the proposed quote attached as Exhibit "A," plus an allowance for taxes and contingencies.
- C. The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Cooperative Purchasing Agreement. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the Cooperative Purchasing Agreement. The City will comply with all applicable laws regarding procurement and approval of such purchases.

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 subcontractors, warrants compliance with this section.

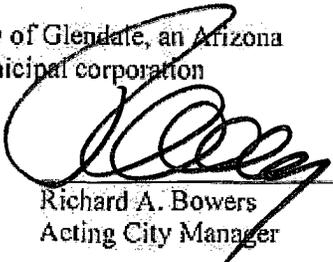
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[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"

San Diego Police Equipment Co. Inc.,
a California corporation

By: 

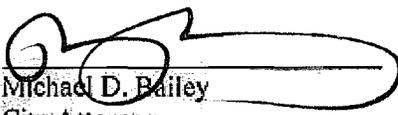
Name: Russ King

Title: Sales Manager

ATTEST:


Pamela Flanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney



SAN DIEGO POLICE EQUIPMENT CO. INC.

DATE: 03/18/15
 EXPIRES: 07/18/15
 TERMS: NET 30
 QUOTED BY: RYAN

QUOTE



TO: SGT JERRY McDANIEL AGENCY: GLENDALE POLICE DEPT PHONE: 623-772-7117 / 623-692-4244 FAX: 623-772-7967 EMAIL: JMC DANIEL@GLENDALEAZ.COM	SHIP TO: ATTN: PO / REF#: AUTH BY:
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TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
10	CS/1000	FED-P45HST1 **	FEDERAL HST 45ACP 230GR JHP +P	\$367.92	\$3,679.20
100	CS/1000	CCI-53653 **	SPEER LAWMAN 45ACP 230GR TMJ	\$298.67	\$29,867.00
5	CS/1000	CCI-53395 **	SPEER LAWMAN RHT 45ACP 155GR FRANGIBLE	\$498.52	\$2,492.60
5	CS/1000	CCI-53757 **	SPEER LAWMAN 38SPL 135GR TMJ	\$317.20	\$1,586.00
150	CS/500	FED-XM193 **	FEDERAL 5.56MM 55GR FMJ-BT	\$169.98	\$25,497.00
5	CS/500	FED-BC223NT5A **	FEDERAL BALLISTIC CLEAN RHT .223 55GR FRANGIBLE	\$329.76	\$1,648.80
15	CS/500	FED-T223E **	FEDERAL TRU .223 55GR SIERRA BTHP	\$276.81	\$4,152.15
1	CS/5000	CCI-0031	CCI 22LR MINI MAG 36GR HP	\$289.00	\$289.00
20	CS/500	SIM-5306001 **	SIMUNITION 9MM SECURIBLANK LOUD CARTRIDGES, TOXFREE	\$186.26	\$3,725.20
			** PRICING PER ARIZONA STATE CONTRACT # ADSPO14-067867		
			EFFECTIVE 4/1/15 - 3/31/16		

NOTES: FOR DEPARTMENT PURCHASE ONLY

We do not collect sales tax for the State of Arizona, please pay any tax due directly to the State.

No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

SUBTOTAL:	\$72,936.95
TAX%:	SEE NOTE
FREIGHT:	
TOTAL:	\$72,936.95

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com