

CITY CLERK ORIGINAL

C-9954
04/28/2015

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND Hewlett Packard

THIS LINKING AGREEMENT (this "Agreement") is entered into as of APRIL 30, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hewlett Packard, a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. WSCA/NASPRO ("WSCA") on August 28, 2009 entered into Contract Number ADSP010-00000005 with the State of Arizona (the "Participating Addendum"), a copy of which is incorporated into this Agreement by this reference.

B. The City is permitted to purchase the goods and services described in the Participating Addendum without further public bidding, and the Participating Addendum 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 Participating Addendum.

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 Participating Addendum, Contractor consents to the City's utilization of the Participating Addendum 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 either (1) June 30, 2015, (2) whenever the Participating Addendum expires, or (3) when the City reaches any similar agreement with any other vendor (and notifies Contractor in writing of such agreement), whichever comes first.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor will provide City the supplies, goods or services Contractor provided the State of Arizona under the Participating Addendum. The parties agree that the products and services contained in Participating Addendum may change from time to time pursuant to the Participating Addendum, and that the prices City pays for any supplies, goods or services will match the prices the State of Arizona pays for such items (at the time the City makes any purchases) under the Participating Addendum.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Participating Addendum 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 "State of Arizona" or similar reference to the State of Arizona throughout the Participating Addendum.

3. Compensation.

The City may from time to time elect to purchase goods and services from Contractor pursuant to this Agreement and the Participating Addendum, and the City will comply with all applicable laws and ordinances regarding procurement and approval of such purchases. The total purchase price for the goods and services authorized in this Agreement is not to exceed Two Hundred Thousand Dollars and zero Cents (\$200,000).

4. Non-discrimination.

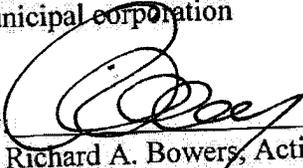
Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. 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.

[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: 
Richard A. Bowers, Acting City Manager

Date: May 4, 2015

Hewlett-Packard Company

HP

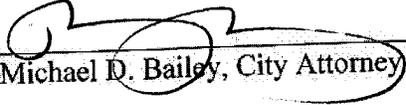
By: 

Name: Nancy Lenkowski

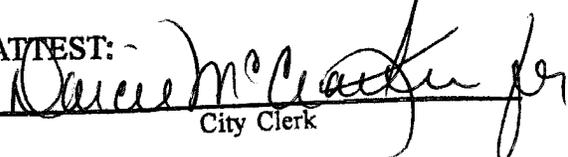
Title: Contract Administrator

Date: 4/2/2015

Approved as to Form:


Michael D. Bailey, City Attorney

ATTEST:


City Clerk