C-9942
04/28/2015

CITY CLERK
ORIGINAL

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
PANASONIC CORPORATION OF NORTH AMERICA

THIS LINKING AGREEMENT (this "Agreement") is entered into as of April 8, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Panasonic Corporation of North America, a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The City of Tucson on August 1, 2012 entered into Contract Number 120471, and subsequently the parties entered into various amendments to the contract (collectively, the "Panasonic Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Panasonic Contract without further public bidding, and the Panasonic 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 Panasonic 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 Panasonic Contract, Contractor consents to the City's utilization of the Panasonic 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 July 31, 2015 or such other later date as the City of Tucson Contract Number 120471 expires pursuant to extensions or renewals that from time to time may be granted.

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 Panasonic Contract, through authorized standard reseller, Portable Computer Systems, Inc., dba PCS Mobile, 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 Panasonic 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 Panasonic Contract.

3) Compensation and Future Purchases.

a) The total purchase price for the goods and services are not to exceed the total as authorized in the attached Exhibit "A."

b) The City may from time to time elect to purchase additional goods and services from authorized standard reseller pursuant to the Contract. City and contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the City of Tucson under the Panasonic Contract. The City will comply with all applicable laws regarding procurement and approval of such purchases.

4) Confidential Information. The Parties agree that the terms, conditions and pricing contained in this Agreement, the member Agreement, and the Proposal are not Panasonic Confidential Information.

5) Arizona Law. The parties agree that this Agreement and the Panasonic Contract shall be governed by Arizona law, including without limitation A.R.S. § 41-4401 (compliance with immigration laws) and A.R.S. § 38-511 (conflicts of interest).

6) 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.

7) Complete Agreement.

a) This Agreement contains, except as stated below, the entire agreement between the Contractor and the City.

b) This Agreement incorporates the following documents:

i) Exhibit "A," PCS Mobile Proposal, attached hereto and effective as of the date of execution of this Agreement.
ii) City of Tucson Contract Number 120471, incorporated herein by reference.

[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: _____

Name: RICHARD A. BOWERS

Title: ACTING CITY MANAGER

"Contractor"

Panasonic Corporation of North America
a New Jersey corporation

By: _____

Name: Donald W. Szczepaniak

Title: Vice President

ATTEST:

_____
City Clerk

Approved as to Form

_____
City Attorney

EXHIBIT A

pcs mobile

Proposal: PROPOSAL-12456/1
For: Glendale Police Dept

Corporate Headquarters **1200 W Mississippi Ave** **Denver, CO 80223** **Phone: 888.836.7841** **Email: sales@pcsmobile.com**	**Print Date:** *10/16/2014 09:13 AM* **Proposal Valid Date:** *5/31/2015 09:15 AM* **Inside Sales Rep:** *Emily Brittin* **Email:** *emilyb@pcsmobile.com* **Phone:** *303-552-3976* **Fax:** *303-346-4274*
Customer: *Glendale Police Dept* *6835 N. 57th Drive* *Glendale, AZ 85301-3218*	**Salesperson:** *Dan Allen* **Email:** *dana@pcsmobile.com* **Proposal Created By:** *Emily Brittin*

Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Chad Bowers	Origination	Net 30 Days	NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	List Price	Quantity	Subtotal
		Total Number of Tablets (Evidence & Patrol)				
1	FZ-G1FS3JFCM	Win7 (Win8.1 Pro COA), vPro, Intel Core i5-4310U 2.00GHz, 10.1 WUXGA 10-pt Gloved Multi Touch+Digitizer, 128GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS, Webcam, 8MP Cam, Rotating Hand Strap, Tall Corner Guards, No CD/DVD Drive, Toughbook Preferred	$2,496.00	$3,299.00	12.00	$29,952.00
2	CF-SVCASCTC5Y	5 yr Computrace Complete (CTC)	$189.00	$189.00	17.00	$3,213.00
3	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	$270.00	$295.00	12.00	$3,240.00
4	10NMWP250	NetMotion Mobility for Windows with Policy	$190.00	-	20.00	$3,800.00
5	10NMXP20	Mobility Premium Software Maintenance	$1,221.00	-	1.00	$1,221.00
		6 Docking Stations for Evidence				
6	CF-AA6413CM	3 Prong AC Adapter for G1 Cradle	$67.92	$80.00	6.00	$407.52
7	FZ-VEBG11U	Desktop cradle for FZ-G1	$322.62	$380.00	6.00	$1,935.72
		Toughbook 53s				
8	CF-532URPLCM	Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0 HD Touch, 128GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/ Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Contactless Smartcard Reader, Toughbook Preferred 3 Year Warranty	$3,483.00	$4,079.00	5.00	$17,415.00
9	DS-PAN-412-2	Dock For Panasonic CF-53 w/Integrated Power Supply,dual rf	$811.00	$1,250.97	5.00	$4,055.00

EXHIBIT A

10	CF-VEB531U	Port Replicator for CF-53 MK 1	$177.30	$205.00	5.00	$886.50
11	CF-AA5713AM	AC Adaptor for CF-31mk1 and CF-52mk3	$75.25	$87.00	5.00	$376.25
12	CF-SVCLTEXT2Y	PANASONIC TOUGHBOOK TWO YEAR WARRANTY EXTENSION (YRS 4&5)	$318.00	$420.00	5.00	$1,590.00
					Total	$68,091.99
					Tax 9.2%	$6,264.46
					Total	$74,356.45

Notes
New Officer MDC

EXHIBIT A

Terms and Conditions

Portable Computer Systems, Inc., dba: PCS Mobile
Standard Reseller: *Terms and Conditions*

1. Contract Terms. These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.

2. Payment. Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.

3. Shipment. Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.

4. Acceptance of Products; Returns. All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.

5. Warranties. PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.

6. Limitation on Liability. In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.

7. Force Majeure. PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.

8. Miscellaneous. This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.