

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
TRANE U.S. INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 20____, between the City of Glendale, an Arizona municipal corporation (the "City"), and Trane U.S. Inc., a(n) Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On September 29, 2015 U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners entered into a contract with Contractor to purchase the goods and services described in the HVAC Products, Installation, Services and Related Products and Services, Contract No. 15-JLP-023 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City. The Cooperative Purchasing Agreement was subsequently renewed and now expires on September 30, 2022.
- 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 the 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 supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. As provided in the attached Renewal #2, the term of the Cooperative Purchasing Agreement was extended through September 30, 2022. The term of this Agreement therefore begins on the effective date (the date the parties execute the Agreement) and expires on September 20, 2022. The parties cannot renew this Agreement further.

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 as Exhibit B.
 - 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 provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one million eight hundred dollars (\$1,800,000) for the entire term of the Agreement.
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 of 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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.
7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
8. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordahl v Brnovich*, 336 F.Supp.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and the City will take no action to enforce it.
9. Attestation of PCI Compliance. When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Charles Thomas
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301

And

Trane U.S. Inc.
c/o ~~Alan Fullerton~~ *Greg Spencer*
850 W. Southern Ave.
Tempe, Arizona 85282

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

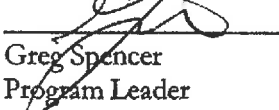
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Trane U.S. Inc.,
a Delaware corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____ *4-22-2021*
Name: Greg Spencer
Title: Program Leader

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

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EXHIBIT A
(HVAC Products, Installation, Services and Related Products and Services, Contract No. #15-JLP-023)

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**EXHIBIT B
Scope of Work**

PROJECT

HVAC system repair, maintenance and replacement services on City of Glendale facilities on an as-needed basis.

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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the Agreement

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$1,800,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

HVAC system repair, maintenance and replacement services on City of Glendale facilities on an as-needed basis.