

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
WATER & ENERGY SYSTEMS TECHNOLOGY, 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 Water & Energy Systems Technology, Inc., a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On May 1, 2020, the City of Mesa, a S.A.V.E. Cooperative member, entered into a contract with Contractor to purchase the goods and services described in the Performance Cooling Water Treatment Program Agreement No. 2020138 ("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.
- 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. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities until the date the contract expires on April 30, 2023, 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 be extended beyond April 30, 2025. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until April 30, 2023. The City may renew the term of this Agreement for two (2) one-year periods until the Cooperative Purchasing Agreement expires on April 30, 2025. Glendale

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 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 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 four hundred thousand dollars (\$400,000) for the entire term of the Agreement (initial term plus any renewals).

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. To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

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 Linda Musser  
6210 W. Myrtle Ave., Suite 111  
Glendale, Arizona 85301

And

Water & Energy Systems Technology, Inc.  
4956 E. Ingram Street  
Mesa, Arizona 85205  
westinc@excite.com  
480-962-4761

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:

\_\_\_\_\_  
Kevin R. Phelps  
City Manager

"Contractor"

Water & Energy Systems Technology, Inc.,  
an Arizona corporation

By:

\_\_\_\_\_  
Name: George Woods  
Title: Senior Vice President

ATTEST:

\_\_\_\_\_  
Julie K. Bower (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

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**EXHIBIT A  
(CITY OF MESA AGREEMENT NO. 2020138  
PERFORMANCE COOLING WATER TREATMENT PROGRAM)**

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**EXHIBIT B  
Scope of Work**

**PROJECT**

The contractor will provide water treatment chemicals and monthly service to cooling towers at the Glendale Municipal Office Complex, Main Public Safety Building, Glendale Regional Public Safety Training Complex, Adult Center, Main Library, Foothills Branch Library, Velma Teague Branch library, Civic Center, Western Area Water Treatment Plant, Pyramid Peak Water Treatment Plant, Foothills Aquatic Center, and other services on an as-needed basis.

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**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

The method and amount of compensation is in accordance with Section 3 of this 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 \$400,000 for the entire term of the Agreement.

**DETAILED PROJECT COMPENSATION**

City shall pay contractor compensation in accordance with the rates as set forth in the City of Mesa Agreement, No. 2020138, for Water Treatment Chemicals and Supervisory Services.