

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
ARIZONA GENERATOR TECHNOLOGY, INC. DBA GEN-TECH**

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 Arizona Generator Technology, Inc. dba GEN-TECH, a(n) Arizona corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On June 29, 2017 under the S.A.V.E, Cooperative Purchasing Agreement, the City of Peoria entered into a contract with Contractor to purchase the goods and services described in the Facilities Supplies & Services, Contract No. P17-0012 ("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 from the date of award, which was June 30, 2017, until the date the contract expires. The Cooperative Purchasing Agreement, however, could not be extended beyond June 30, 2022. The term of this Agreement therefore begins on the Effective Date and expires on June 30, 2022. There are no renewals.

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 hundred thousand dollars (\$100,000) 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 Jeff Quill  
6210 W. Myrtle Avenue, Suite 111  
Glendale, Arizona 85301  
623-930-2642  
And

Arizona Generator Technology Inc. dba GEN-TECH  
c/o Mark Pascucci  
7901 N. 70<sup>th</sup> Avenue  
Glendale, Arizona 85303  
mpascucci@gentechus.com

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”

Arizona Generator Technology Inc.,  
an Arizona corporation

By: Mark Pascucci  
Name: Mark Pascucci  
Title: Account Manager

ATTEST:

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

APPROVED AS TO FORM:

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

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**EXHIBIT A  
CITY OF PEORIA CONTRACT NO. P17-0012  
FACILITIES SUPPLIES & SERVICES**

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**EXHIBIT B  
Scope of Work**

**PROJECT**

In accordance with the terms and conditions of this Agreement and the City of Peoria Contract No. P17-0012, the City is utilizing the contractor to provide scheduled preventative maintenance and repair services for emergency generators at City of Glendale facilities on an as-needed basis.

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**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

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 \$100,000 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 Peoria Contract No. P17-0012, for Facilities Supplies & Services.