

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COBALT COMPANIES INC DBA COBALT COATINGS**

This Linking Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Cobalt Companies Inc dba Cobalt Coatings, a Minnesota corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

**RECITALS**

- A. On March 01, 2021, a member of the (S.A.V.E Cooperative Purchasing Agreement, Mohave, etc.), entered into a contract with Contractor to purchase the goods and services described in Streetlight Painting Services (“Cooperative Agreement”), which is attached hereto as **Exhibit A**. The Cooperative Agreement allows 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 wishes to contract with Contractor for supplies or services identical to those being provided to other units of government under the Cooperative Agreement. Contractor consents to the City’s cooperative use of the terms and conditions of the Cooperative Agreement, and agrees to provide the supplies and services set forth in the Statement of Work appended hereto as **Exhibit B**.

**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
  - A. As provided in the Cooperative Agreement, purchases can be made by governmental entities from the date of award, which was March 01, 2021, until the date the contract terminates on February 29, 2024, unless the term is extended by mutual agreement of the parties to the Cooperative Agreement. The Cooperative Agreement, however, may not be extended beyond February 29, 2026. The initial period of this Agreement is the period from the Effective Date of this Agreement until February 27, 2024.
  - B. The City may extend the term of this Agreement for two 1-year one renewal periods if the Cooperative Agreement is likewise extended and the City gives the Contractor notice that it is exercising its option to extend this Agreement 30 days prior to the anniversary of the

Effective Date. Glendale extensions are not automatic and shall only occur if the City affirmatively exercises its right to extend this Agreement.

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 twenty thousand dollars (\$120,000) annually or two hundred forty thousand dollars (\$240,000) for the entire term of the Agreement (initial term plus any extensions).

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. Uyghur Forced Labor Prevention Act (UFLPA). Contractor certifies that it does not currently, and during the term of this Agreement, will not use:

- a. the forced labor of ethnic Uyghurs in the People's Republic of China;
- b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

- c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
- 10. 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.
- 11. 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 David Winters  
 6210 W. Myrtle Ave., Suite 112  
 Glendale, AZ 85301  
 DWinters@GlendaleAZ.Com

and

Cobalt Companies Inc dba Cobalt Coatings  
 Grant Mosher  
 7474 Jason Ave. NE  
 Monticello, MN 55362  
 grant@cobaltcompaniesinc.com

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

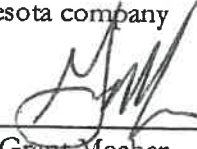
"City"

"Contractor"

City of Glendale, an Arizona  
 municipal corporation

Cobalt Companies Inc dba Cobalt Coatings,  
 a Minnesota company

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

By:  \_\_\_\_\_  
 Name: Grant Mosher  
 Title: Vice President/On-Site Manager

ATTEST:

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

APPROVED AS TO FORM:

---

Michael D. Bailey  
City Attorney

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COBALT COMPANIES INC DBA COBALT COATINGS**

**EXHIBIT A  
OFFER AND ACCEPTANCE FORM  
SOLICITATION/CONTRACT NO. 2021028  
STREETLIGHT PAINTING SERVICES**

---

---

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COBALT COMPANIES INC DBA COBALT COATINGS**

**EXHIBIT B  
Scope of Work**

The Contractor Cobalt Companies Inc dba Cobalt Coatings shall provide the necessary services and associated resources to provide the City with cost associated with services, material, and obligations for painting pedestrian and street light poles, arms, and fixtures as outlined in the Linking Agreement with the City of Mesa, solicitation/contract no. 2021028 .

**LINKING AGREEMENT  
BETWEEN  
THE CITY OF GLENDALE, ARIZONA  
AND  
COBALT COMPANIES INC DBA COBALT COATINGS**

**EXHIBIT C**

**METHOD AND AMOUNT OF COMPENSATION**

Method and amount of compensation is in accordance with EXHIBIT A, SCOPE OF WORK (Page 15 of 41) of the Mesa Agreement.

**NOT TO EXCEED AMOUNT**

The total amount of compensation paid to Contractor for full completion of all work required by the Statement of Work must not exceed \$120,000 annually or \$240,000 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 solicitation/contract # 2021028.

---

