

C24-1202

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ORACLE AMERICA, INC.**

This Linking Agreement (“Agreement”) is entered into as of this 26th day of November, 2024, between the City of Glendale, an Arizona municipal corporation (“City”), and Oracle America, Inc., a Delaware corporation, authorized to do business in Arizona (“Contractor”), collectively, the “Parties.”

RECITALS

- A. On June 25, 2015, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in State of Arizona contract ADSP016-098123 (“Oracle Contract,” Oracle agreement numbers: US-GMA-427347 & US-GMA-562803), which is incorporated into this Agreement by reference. The Oracle Contract allows its cooperative use by other governmental agencies in Arizona, including the City.
- B. The City represents that 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. The City represents that 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 Oracle Contract. Contractor consents to the City’s cooperative use of the terms and conditions of the Oracle Contract, and agrees to provide the supplies and services set forth in this Agreement as may be ordered by the City.

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.

As provided in the amended Oracle Contract, purchases can be made by governmental entities until the date the contract terminates on June 30, 2025, unless the term is extended by mutual agreement of the parties to the Oracle Contract. There is no provision in the Oracle Contract to extend the term beyond this expiration date. However, should the Oracle Contract be extended, the City will determine if it wishes to likewise extend the term of this Agreement and notify the Contractor of the same. City extensions are not automatic and will occur, if at all, only according to the same terms and conditions as the Oracle Contract.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in an ordering document provided by Oracle for mutual agreement and execution by the parties. The ordering document will incorporate this Agreement by written reference.

B. The parties agree to comply with all the terms, conditions and specifications of the Oracle Contract. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

A. City may purchase Contractor's Products at the same prices and discounts as set forth in the Pricing and Discounts Exhibit as provided in the Oracle Contract.

B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) 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. Cancellation of this Agreement will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Agreement were still in full force and effect.

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. Upon the City's request, a certificate of insurance showing the coverage noted below except Workers' Compensation if provided by the government shall be provided to the City.

A. Contractor maintains the following insurance at its expense or has the ability to pay applicable claims to cover Contractor's performance of Services:

i. Workers' Compensation—as required by the statute of states where Services are performed;

ii. Employer's Liability—\$1,000,000 per occurrence;

iii. Commercial General Liability—\$5,000,000 per occurrence/aggregate bodily injury and \$5,000,000 per occurrence/aggregate tangible property damage; and

iv. Automobile Liability—\$5,000,000 per occurrence, bodily injury and tangible property damage combined.

B. Contractor may select a new insurance carrier or carriers or may obtain new or amended policies at any time. This provision is not intended to, and does not, increase or decrease Contractor's liability under the Limitation of Liability section of the Oracle Contract.

7. 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.

8. 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.

9. 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 Mike Siewerth
6835 N. 57th Drive, Suite 100
Glendale, AZ 85301

and

Oracle America, Inc. 500
Oracle Parkway
Redwood City, CA 94065

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

Oracle America, Inc.,
a Delaware corporation

By:

Kevin R. Phelps
City Manager

By:



Name: Clay Koepke
Title: Deal Management

ATTEST:

Julie K. Bower (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney