# LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND DON SANDERSON FORD

THIS LINKING AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

## RECITALS

- A. After a bid solicitation, the State of Arizona entered into Contract Number ADSPO14-063240 with Contractor (the "Sanderson Contract") on January 15, 2014, and the Sanderson Contract is incorporated by this reference.
- B. The City is permitted to purchase the goods and services described in the Sanderson Contract without further public bidding, and the Sanderson Contract permits its cooperative use by other governmental agencies including the City.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Sanderson Contract.
- D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Sanderson Contract, Contractor consents to the City's utilization of the Sanderson Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods 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. <u>Term of Agreement</u>. This Agreement is effective as of the date first set forth above and expires on January 14, 2016.
- 2. Scope of Work; Terms, Conditions, and Specifications.

a) Contractor agrees to comply with all the terms, conditions and specifications of the Sanderson Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Sanderson Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Sanderson Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the Sanderson Contract.

# 3. Compensation.

a) The total purchase price for the goods and services as authorized in this Agreement is not to exceed Forty Thousand Dollars and No Cents (\$40,000).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date

and year set forth above.



# **Government Fleet Sales Managers**

Dave Harris (623) 930-5961 dharris@sandersonford.com
Richard Fowler (623) 930-5962 rfowler@sandersonford.com
Tony Friedley (623) 930-5963 tfriedley@sandersonford.com
Bob Allen (623) 930-5960 ballen@sandersonford.com
Joe Preston (623) 930-5910 jpreston@sandersonford.com

Department Fax: (623) 930-5966

| Date:       | 11/18/2014 r                                       | evised 12/ | 12            |             |        |           |       |            |             |
|-------------|--|------------|---------------|-------------|--------|-----------|-------|------------|-------------|
| Customer:   | City of Glendale                                   |            |               |             |        | FAX:      |       |            |             |
| Vehicle Des | scription:   | 2015 F     | ord E-350 Cu  | taway       | SRW w/ | "KUV" bo  | dy    | (E3F)      |             |
| ***### STA  | TE of AZ Co  | ntract AE  | OSPO14-0632   | 40 <b>Q</b> | UOTE 2 | (Phase II | Out-  | Of-Stock p | urchase)    |
| Upgrade O   | ptions:  |            |               |             |        | Base P    | rice: |            | \$24,548.00 |
| 1.          | 5.4L V8 w/ 5 spd automatic transmission            |            |               |             |        |           |       | Included   |             |
| 2.          | 10,050 lbs.  |            |               |             |        |           |       | included   |             |
| 3.          | 4.10 Ltd. Slip Axle                                |            |               |             | (XE6)  |           |       | Included   |             |
| 4.          | Heavy Duty 155 Amp Alternator                      |            |               |             | (63M)  |           |       | Included   |             |
| 5.          | 16" sport wheel covers                             |            |               |             | (614)  |           |       | Included   |             |
| 6.          | Daytime Running Lamps                              |            |               |             | (942)  |           |       | Included   |             |
| 7.          | Air Conditioner                                    |            |               |             |        |           |       | Included   |             |
| 8.          | Power Equipment Grp (windows/locks)                |            |               |             | (903)  |           |       | Included   |             |
| 9.          | speed contr  | ol         |               |             | (525)  |           |       | included   |             |
| 10.         | 10' Knaphe   | ide Utili  | ty Body       |             |        |           |       |            | \$9,475.00  |
| 11.         | lead time 60-90 days approx ARO                    |            |               |             |        |           |       |            |             |
| 12.         | quote subj   | ect to in  | ventory avail | ability     | '      |           |       |            |             |
|             | Upgrade Options Total:                             |            |               |             |        |           |       |            | \$9,475.00  |
|             | Bid Price (w/options):                             |            |               |             |        |           |       | \$         | 34,023.00   |
|             | Sales Tax (8.5%):                                  |            |               |             |        |           |       |            | \$2,891.96  |
|             |  |            |               |             |        | Tire      | Tax:  |            | \$5.00      |
|             | 4yr/100K 0 ded ExtraCa Ford Extended Service Plan: |            |               |             |        |           |       |            | \$2,240.00  |
|             | Total Delivered Price:                             |            |               |             |        |           |       |            | 39,159.96   |