

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
LEVEL 7 TECHNOLOGIES, LLC, d/b/a ASPEN TECHNOLOGIES**

This Linking Agreement for Cooperative Purchase (hereinafter "**Linking Agreement**") is made and entered into on this 5th day of June, 2019 ("Effective Date"), by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter designated as the "**Town**" and LEVEL 7 TECHNOLOGIES, LLC d/b/a ASPEN TECHNOLOGIES, a(n) Arizona company authorized to do business in Arizona (hereinafter "**Contractor**").

RECITALS

- A. The State of Arizona entered into a contract with Contractor to purchase goods and services described in Contract No. ADSP017-169276 - Cabling Communications Systems ("**Cooperative Purchasing Agreement**"), which is attached hereto as **Exhibit A** and incorporated herein. The Cooperative Purchasing Agreement permits its cooperative use by other eligible governmental agencies including the Town; and
- B. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.
- C. The Town 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 for fiber backbone cabling.
- D. In addition to the fiber backbone cabling services available through the Cooperative Purchasing Agreement, Contractor will provide conduit pathways through a contract with another entity (hereinafter Subcontractor). Contractor shall procure a Subcontractor to provide conduit pathways in a manner consistent with the Town's procurement ordinance and policy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the covenants and promises contained in this Linking Agreement, the Parties agree as follows:

1. Recitals. The recitals set forth above are not merely recitals, but form an integral part of this Linking Agreement.
2. Scope of Work; Terms, Conditions, and Specifications.
 - 2.1. Contractor shall provide Town the supplies and/or services, generally described as Town fiber backbone communications cabling for Town Hall complex, and more particularly identified in the Project Cost Estimate for Town Hall Fiber Backbone – Quote No. 26-19003C (hereinafter “**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by this reference.
 - 2.2. 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 Linking Agreement. As used in this Linking Agreement, all references to the State of Arizona, Eligible Agencies and/or Co-Op Buyers in the Cooperative Purchasing Agreement shall mean the Town of Paradise Valley, Arizona. To the extent there is any conflict between Exhibit B and the cooperative Purchasing Agreement, the Cooperative Purchasing Agreement takes precedence.
 - 2.3. Contractor and any Subcontractor(s) must procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Linking Agreement are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontracts.

The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The Town in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor or any Subcontractor from liabilities that might arise out of the performance of the work under this contract by the Contractors, its agents, representatives, employees or Subcontractors, and Contractor is free to purchase additional insurance.

2.3.1 Contractor and any Subcontractor(s) (or Contractor for its Subcontractor) shall procure the insurance coverages with limits of liability and other requirements as set forth in the Cooperative Purchasing Agreement, Request for Proposal, Part 2: Scope, Pricing and Terms and Conditions, Section 6, attached hereto as part of **Exhibit A**.

- 2.4. Contractor and any Subcontractor (s) agree to defend, indemnify and hold harmless the Town, its officials, directors, employees, agents, and representatives pursuant to the requirements set forth in the Cooperative Purchasing Agreement, Request for Proposal, Part 2: Scope, Pricing and Terms and Conditions, Section 6, attached hereto as part of **Exhibit A**.
- 2.5. Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit C** attached hereto and incorporated herein by reference

3. Payment. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract. The total compensation for the supplies and/or services purchased under this Linking Agreement shall not exceed \$81,778.48 for the completion of the Scope of Work, as provided in **Exhibit B**.
4. Term and Renewal. The term of this Linking Agreement, including any renewal periods, is limited to the end date of the Cooperative Purchasing Contract and the total length of the Linking Agreement shall not exceed sixty (60) months. According to the Cooperative Purchasing Agreement, purchases can be made until the current contract extension expires on May 2, 2020, unless the term of the Cooperative Purchasing Agreement is extended by the original contracting parties.
5. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town as an additional insured. Prior to commencing work under this Linking Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Linking Agreement are in full force and effect.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
7. No Boycott of Israel. Contractor agrees that it is not currently engaged in, and for the duration of the Linking Agreement will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
8. Cancellation for Conflict of Interest. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY:

By: _____
 Jill B. Keimach
 Town Manager

CONTRACTOR:

LEVEL 7 TECHNOLOGIES, LLC d/b/a
 ASPEN TECHNOLOGIES

By: Randy Green
 Title: Sales Manager
 Randy Green

ATTEST:

APPROVED AS TO FORM:

Duncan Miller, Town Clerk

Andrew Miller, Town Attorney

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**EXHIBIT A
COOPERATIVE PURCHASING CONTRACT**

See attached: Excerpts from Contract No. ADSPO17-169276 - Cabling Communications Systems