

**CITY CLERK
ORIGINAL**

**C-10605
01/20/2016**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 20th day of January, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hye Tech Network & Security Solutions, LLC, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On May 12, 2012, under the State of Arizona Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the agreement ADSPO12-024661 ("Cooperative Purchasing Agreement"), which is incorporated by reference. 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 recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award, purchases can be made by governmental entities from the date of award, which was May 12, 2012, until the date the contract expires on May 10, 2016.
2. Scope of Work; Terms, Conditions, and Specifications.

- A. 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. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Forty-Eight Thousand dollars (\$48,000) for the entire term of the Agreement.
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. Non-disclosure. The Non-Disclosure Agreement between the parties is incorporated by reference and attached to this Linking Agreement as Exhibit "A."

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

and

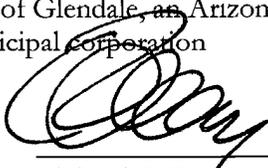
Hye Tech Network & Security Solutions, LLC
4802 E Ray Road, Suite 23-414
Phoenix, Arizona 85044

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: _____


Richard A. Bowers
(Acting) City Manager

“Contractor”

I Iye Tech Network & Security Solutions,
an Arizona Corporation

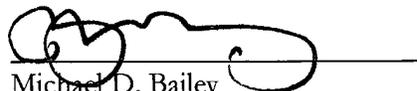
By: _____


Name: Saro Hayan
Title: CTO/Founder

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

** as noted on open check*

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**

EXHIBIT A
[Non-Disclosure Agreement]

NON-DISCLOSURE AGREEMENT

On this ___ day of January, 2016, **HYE TECH NETWORK & SECURITY SOLUTIONS, LLC**, an Arizona corporation with offices at 4802 E. Ray Road, Suite 23-414, Phoenix, Arizona 85044 (“**Provider**”), and City of Glendale, an Arizona municipal Corporation with offices at 5850 West Glendale Avenue, Glendale, AZ 85301 (“**Recipient**”), agree as follows:

1. In connection with discussions between the parties relating to network support and services including but not limited to, troubleshooting, consulting services, configuration, VoIP, and after hours support (the “**Purpose**”), Provider may find it beneficial to disclose to Recipient certain Confidential Information (as defined below).

2. As used in this Agreement, “**Confidential Information**” means all information concerning Provider or any of its affiliates or their respective equity investments (whether prepared by Provider or otherwise, whether oral or written, in whatever form or data storage medium and whether or not specifically identified as “confidential”, except for information not marked “confidential” then only to the extent Recipient knew or a reasonable person under the same circumstances would know that the information is confidential) that is made available by or on behalf of Provider or its representatives (including any such information made available prior to the date hereof), including, without limitation, technical, financial and product business plans, strategies and information, computer programs, code and software, technical drawings and schematics, technical expertise, know-how, processes, ideas, inventions (whether patentable or not), agreements and reports (together with all analyses, compilations, forecasts, studies, summaries, notes, data and other documents and materials, in whatever form maintained and whether prepared by Provider, Recipient or other persons, which contain or reflect, or are based on or generated from, in whole or in part, any such information). Confidential Information does not include information to the extent that such information:
 - (a) Is generally available to the public other than as a result of disclosure in violation of this Agreement; or
 - (b) That was in Recipient’s possession at the time of Provider’s disclosure to Recipient and was obtained free from obligation to any third party; or
 - (c) Is received by Recipient on a non-confidential basis from an unaffiliated person (other than, for the avoidance of doubt, Provider or any of its representatives) without an obligation of confidentiality or a breach of an obligation of confidentiality; or
 - (d) Must be disclosed pursuant to Section 5, below.

3. Recipient shall:
 - (a) Hold the Confidential Information in confidence and protect it in accordance with the same degree of care with which it protects its own confidential

information of like importance which it does not wish to disclose, but in no event less than reasonable care;

- (b) Use the Confidential Information solely to the extent necessary for the Purpose and not for any other purpose;
 - (c) Except to the extent permitted by, and in accordance with, Section 5 hereof, not disclose any Confidential Information to any person other than those employees of the Recipient if and to the extent such employees have a need to know such information for the Purpose and have agreed to be bound by this Agreement to the same extent as if they were parties hereto; and
 - (d) Upon the request of Provider, promptly return all Confidential Information to Provider (or destroy such Confidential Information) without retaining any copies thereof and provide certification of its compliance with this Section 3(d) by the Economic Development Director, except to the extent that returning or destroying such Confidential Information would constitute a violation of applicable law (as confirmed by the opinion of its counsel).
4. Without the prior written consent of Provider, Recipient shall not, and shall cause its employees not to, disclose to any person (except to the extent permitted by, and in accordance with, Section 5 hereof): (a) the fact that investigations, discussions or negotiations are taking place or have taken place concerning the Purpose; (b) any of the terms, conditions or other facts with respect to any relationship or transaction relating to the Purpose, including the status thereof or either party's consideration thereof; or (c) that this Agreement exists, that Confidential Information has been requested or made available to Recipient or its representatives or any opinion with respect to any Confidential Information. The term "person" as used in this Agreement shall be interpreted broadly to include any corporation, partnership, limited liability company, other entity, governmental authority, group or individual.
5. In the event that Recipient or any of its employees is requested or required by law (including Arizona Public Records law, A.R.S. §§ 39-101 et seq.), judicial or governmental order, deposition, interrogatory, request for documents, subpoena, civil investigative demand or other legal process to disclose any of the Confidential Information (or any information referred to in Section 4 hereof), Recipient must first provide Provider with prompt written notice of such requirement so that Provider may seek an appropriate protective order, unless, as confirmed by the opinion of its counsel, providing such notice would itself constitute a violation of law. If Recipient is nevertheless legally required (as confirmed by the opinion of its counsel) to disclose Confidential Information (or any information referred to in Section 4 hereof), then Recipient shall only disclose that portion of the Confidential Information (or information referred to in Section 4 hereof) that is legally required to be disclosed (as confirmed by the opinion of its counsel). In such an event, Recipient shall take reasonable efforts to obtain assurance that confidential treatment will be accorded to that portion of the Confidential Information (or any information referred to in Section 4 hereof) being disclosed. In no event shall Recipient oppose action by Provider to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information (or any information referred to in Section 4 hereof) and any

and all costs to obtain a protective order or otherwise prohibit disclosure shall be the sole responsibility of Provider.

6. Nothing in this Agreement grants, or shall be deemed to grant, either party any authority or agency of kind or manner to act in any way in the other party's name or otherwise on behalf of the other party and no party shall hold itself out to be acting in such manner or to possess such authority.
7. Nothing contained in this Agreement shall be construed as granting or conferring, whether by sale, license or otherwise, to Recipient any right, title or interest in or to Confidential Information. Provider shall be entitled at any time and without notice to Recipient to negotiate, disclose and otherwise deal in any manner and for any purpose with third parties regarding the Confidential Information. Provider reserves the right, in its sole discretion and without prior notice, to terminate any discussions with Recipient or Provider' consideration of any potential relationship or transaction. Unless and until a definitive agreement between the parties with respect to the Purpose has been executed and delivered, neither party will be under any legal obligation of any kind with respect to the Purpose by virtue of this Agreement (or any written or oral expression with respect to the Purpose), except for the matters specifically agreed to in this Agreement. All Confidential Information is made available on an "as is" basis and neither Provider nor any of its affiliates or representatives has made or makes any express or implied representations or warranties as to the accuracy or completeness of the Confidential Information.
8. Recipient acknowledges and agrees that neither Provider nor any of its affiliates or representatives shall have any liability to Recipient or any of its affiliates or representatives on any basis (including, without limitation, in contract, tort, under federal or state securities laws or otherwise), and neither Recipient nor any of its affiliates or representatives shall make any claims whatsoever against such other persons, in connection with this Agreement or any other written or oral expression with respect to the Purpose, the evaluation of the Purpose, the review of or use or content of the Confidential Information or any errors therein or omissions therefrom or any action taken or any inaction occurring in reliance on the Confidential Information, in each case, except and solely to the extent as may be included in any definitive agreement with respect to any business relationship or other transaction involving the Parties.
9. Recipient hereby acknowledges and agrees that it is aware, and that it will advise its representatives who are informed as to the matters that are the subject of this Agreement, that the United States and other securities laws prohibit any person who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.
10. The provisions hereof shall inure to and be binding upon the successors and assigns of the parties hereto; provided, however, that no disclosure of Confidential Information may be made to any successor or assign of Recipient without the prior written consent of Provider.

11. Recipient acknowledges and agrees that Provider would be irreparably harmed by a breach of this Agreement by Recipient or its employees and that money damages are an inadequate remedy for an actual or threatened breach of this Agreement. Therefore, Recipient agrees to the granting of specific performance of this Agreement and injunctive relief in favor of Provider as a remedy for any such breach, without proof of actual damages, and Recipient further waives any requirement for the securing or posting of any bond in connection with any such remedy. Such remedy shall not be deemed to be the exclusive remedy for any such breach, but shall be in addition to all other remedies available at law or equity to the Provider.
12. This Agreement shall be governed in accordance with the laws of the State of Arizona, United States of America, without regard to conflict of law provisions. Recipient and Provider hereby (a) irrevocably and unconditionally submit to the jurisdiction of any State or Federal court sitting in the State of Arizona with respect to all actions and proceedings arising out of or relating to this Agreement, (b) agree that all claims with respect to any such action or proceeding may be heard and determined in such court, (c) irrevocably and unconditionally waive any objection to the laying of venue of any such action or proceeding in any such court and hereby further irrevocably and unconditionally waives and agree not to plead or claim that any such action or proceeding brought in any such court has been brought in an inconvenient forum, (d) agree that service of any process, summons, notice or document delivered by hand or sent by U.S. registered mail to Recipient's or Provider's address set forth above shall be effective service of process for any action or proceeding brought against the other party in any such court, and (e) agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
13. This Agreement represents the full and complete agreement of the parties with respect to the subject matter of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute the same agreement.

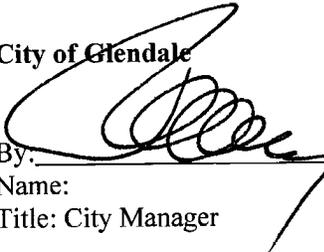
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IN WITNESS WHEREOF, the parties hereto have, by duly authorized persons, executed this Agreement, as of the date first above written.

**Hye Tech Network & Security Solutions,
LLC**

By: 
Name: Safo Hayan
Title: CTO/Founder

City of Glendale

By: 
Name:
Title: City Manager

ATTEST:

By: 
Pamela Hanna
City Clerk

APPROVED AS TO FORM:

By: 
Michael D. Bailey
City Attorney

x as noted on ques 5