LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

E1 AUDIOVISUAL TECHNOLOGIES
AV EQUIPMENT AND SERVICES

AV Upgrades for Town Hall & Police Department

This Linking Agreement for Cooperative Purchase ("**Agreement**") is made and entered into on this ____ day of _____, 2022 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation ("**Town**"), and E1 Audiovisual Technologies, an Arizona Corporation authorized to do business in Arizona ("**Contractor**"), whose principal place of business is located at: 14601 S. 50TH Street, #120, Phoenix, Arizona 85044, (each individually a "**Party**," or together the "**Parties**").

RECITALS

A. On October 15, 2017, after a competitive procurement process, the Arizona State Department of Administration, through the State Procurement Office, entered Contract No. ADSPO17-184597 with Contractor ("**Base Agreement**"), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq*. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. 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 Base Agreement, and Contractor desires to enter into this Agreement to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

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

   1.1. Contractor shall provide Town the supplies and/or services, generally described as AV Equipment and Services, and more particularly identified in the proposal document titled

"Council Chambers AV Upgrade" (the "**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by this reference.

1.2. Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State of Arizona in the Base Agreement shall mean the Town of Paradise Valley, Arizona.

1.3. Contractor shall comply with all Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**

1.4. Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2. Payment. Payment to Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms as provided in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed $353,676.08 for the entire term of this Agreement.

3. Contract Term.

3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until October 15, 2022, unless terminated, cancelled, or extended as otherwise provided in this Agreement.

4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance and formal endorsements issued by Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.

5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

7. Cancellation for Conflict of Interest. This 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,
an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

ATTEST:

_____
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

_____
Andrew J. McGuire, Town Attorney

E1 AUDIOVISUAL TECHNOLOGIES
an Arizona Corporation:

By: _____

Name: _____

Title: _____

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

E1 AUDIOVISUAL TECHNOLOGIES
AV EQUIPMENT AND SERVICES

EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT

(See attached: AV Equipment and Services Contract No. ADSPO17-184597, October 15, 2017)

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

E1 AUDIOVISUAL TECHNOLOGIES
AV EQUIPMENT AND SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING

LINKING AGREEMENT
FOR COOPERATIVE PURCHASE

E1 AUDIOVISUAL TECHNOLOGIES
AV EQUIPMENT AND SERVICES

EXHIBIT C

SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Kathy Fernandez, CIO
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253