

**LINKING AGREEMENT
BETWEEN
THE CITY OF SAN LUIS, ARIZONA
AND
AllKiosk LLC**

THIS LINKING AGREEMENT is entered into as of this day of , 2021, between the City of San Luis, an Arizona municipal corporation (“City”), and AllKiosk LLC, a(n) Arizona company authorized to do business in Arizona (“Contractor”), individually, “Party”, collectively, the “Parties.”

RECITALS

- A. On the 15TH day of June 2019, pursuant to SOLICITATION NUMBER 2019149 PAYMENT KIOSK SERVICES/ALTERNATE PAYMENT SOLUTION, the CITY OF MESA entered a contract with Contractor to purchase the goods and services described in the CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION 2019149 (“Cooperative Purchasing Agreement”), which is attached hereto as Exhibit A. Pursuant to Exhibit C, Section 38, of the Cooperative Purchasing Agreement, cooperative use by other governmental agencies, including City, is permitted. Both City and City of Mesa are members of the Strategic Alliance for Volume Expenditures (“S.A.V.E.”).
- B. Title 3, Section 3.05.090 of the San Luis City Code permits City to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of City would be served.
- C. 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 Linking Agreement, and Contractor desires to enter into this Linking Agreement to provide the supplies and services set forth in this Linking 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:

Term of Agreement. City is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was June 15, 2019 until the date the contract expires on June 14, 2022, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Initial Term of this Linking Agreement, therefore, is the period from the Effective Date of this Linking Agreement until June 14, 2022, the expiration date of the Cooperative Purchasing Agreement. City may renew this Linking Agreement for one (1) year (“Renewal Term”), if the Cooperative Purchasing Agreement is renewed pursuant to its terms

and conditions. The Renewal Term is not automatic and shall only occur if City gives Contractor notice of its intent to renew no later than June 14, 2022. No Renewal Term shall occur unless the Cooperative Purchasing Agreement is renewed

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

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit B.
- B. 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, unless otherwise stated within or modified by this Linking Agreement.
- C. Contractor will procure additional receipt paper for its kiosks as necessary and ship the paper to City, all at Contractor's sole cost and expense, and City will install the paper in the kiosks.

2. Compensation.

- A. City shall pay Contractor compensation at the rate and on the schedule provided in Exhibit C.

3. Cancellation. This Linking Agreement may be cancelled pursuant to A.R.S. § 38-511. Likewise, Contractor may cancel this Agreement with written notice to City at its discretion, or as mutually agreed upon.

4. Non-discrimination. Contractor shall 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 and shall comply with all applicable laws protecting against discrimination. Contractor shall require any subcontractor to be bound by the same requirements as stated within this Section. Contractor, on behalf of itself and any subcontractors, warrants compliance with this section.

5. Insurance Certificate. A certificate of insurance applying to this Linking Agreement must be provided to the City prior to the Effective Date. The Certificate of Insurance shall include:

- A. Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.
- B. Commercial General Liability insurance. The Contractor shall maintain at all times during the term of this contract, a minimum amount of \$1 million per occurrence/\$2 million aggregate Commercial General Liability insurance, including Contractual Liability.

6. E-verify. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all immigration laws and regulations that relate to their employees and compliance with the E-verify requirements of A.R.S. § 23-214. A breach of this warranty shall be deemed a material breach subject to penalties up to and including termination of this Linking Agreement. Both Parties retain the legal right to inspect the papers of the other Party's employees, contractors, and/or subcontractors providing services pursuant to this Linking Agreement in order to ensure compliance with this Section. Both Parties agree to assist with such inspections conducted by the other Party. Either Party may conduct, at its sole discretion, random verification of the employment records of the other Party, its employees, contractors and/or subcontractors to ensure compliance with this Section. Neither Party shall be deemed in material breach of this Linking Agreement if it is established the Party, employee, contractor and/or subcontractor has complied with the employment verification provisions in Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-verify requirements of A.R.S. § 23-214.
7. No Boycott of Israel. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393. Unless and until the District Court's injunction in *Jordabl v Brnovich*, 336 F.Sup.3d 1016 (D.Ariz. 2018) is stayed or lifted, the Anti-Israel Boycott Provision (A.R.S. §35.393.01 (A)) (if applicable to this agreement) is unenforceable and City will take no action to enforce it.
8. Attestation of PCI Compliance. When applicable, Contractor will provide City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. Severability. The Parties agree that should any part of this Linking Agreement be held to be invalid by a court of law, the remainder of the Linking Agreement shall remain in full force and effect.
10. Governing Law. The Parties shall comply with all federal, state, and local laws, rules and regulations, Executive Orders, and court opinions without limitation to those expressly referenced in this Linking Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Linking Agreement, and any disputes hereunder. In the event of a dispute arising out of or relating to this Linking Agreement, the Parties agree the proper venue is Yuma County, Arizona.
11. Notices. Any notices that must be provided under this Linking Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of San Luis
c/o Monica Castro, Director of Finance
1090 E Union St
PO Box 7740
San Luis, AZ 85349

ALLKIOSK LLC
c/o George Graves, Chief Technical
Officer 4738 E. Ingram St. Mesa, AZ,
85205

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth above.

“City”

City of San Luis, an Arizona
Municipal Corporation

By: _____
Name: Lizandro Galaviz
Title: City Manager

“Contractor”

AllKiosk, LLC,
an Arizona Company

By: _____
Name: George Graves
Title: Chief Technical Officer

ATTEST:

Sonia Cornelio (SEAL)
City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil
City Attorney

EXHIBIT A
CITY OF MESA AGREEMENT NUMBER 2019149
PAYMENT KIOSK SERVICES/ALTERNATE PAYMENT SOLUTION

EXHIBIT B
Scope of Work

Exhibit A of the Cooperative Purchasing Agreement is incorporated herein and adopted as the Scope of Work to be performed pursuant to this Linking Agreement. Contractor shall provide the necessary staff, services, and associated resources to provide City with the services, materials, and obligations included in and required by the Scope of Work. Contractor shall be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated within the Scope of Work. Contractor shall supply all equipment and instrumentalities necessary to perform the Scope of Work. City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Pursuant to all the contract specifications enumerated and described in this Agreement, Contractor agrees to furnish PAYMENT KIOSK SERVICES to the City of San Luis at the price(s) stated below.

NOT TO EXCEED AMOUNT

The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed a total of Sixty-Six Thousand Dollars (\$66,000) (or Thirty-Three Thousand Dollars (\$33,000) annually) for the entire term of the Agreement (initial term plus any renewals).

DETAILED PROJECT COMPENSATION

1. Initial set up costs (if any) none
2. Annual Fees (If any) none
3. Per transaction fee to CITY customer estimated 1,500 transactions / per month (based on goal of converting approx. 1/3 walk-in customers) Unit Price \$1.50 x 1,500 = Total Price \$2,250.
4. Invoice will be issued monthly based on the total number of transactions from the previous month, with a minimum number of transactions being 500 per month.
5. Credit and debit card transactions will have a flat fee of 1.5%.
6. ACH transfer is performed daily or schedule as requested by the customer. An ACH fee of \$3 per transfer is applied.