

**MEMORANDUM OF UNDERSTANDING
(INTERGOVERNMENTAL AGREEMENT)
BETWEEN
U.S. DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
AND
CITY OF SAN LUIS, ARIZONA**

PURPOSE:

To provide an agreement for the Federal Bureau of Investigation (FBI) to use space located at the **San Luis** antenna site located at **1311 N. 4th Ave Building F, San Luis, Arizona 85349**. Adequate space will be provided at said location for the FBI to place equipment listed in the attached Exhibit A.

THE FBI SHALL:

Pay all costs associated with the installation and maintenance of FBI improvements.

Provide any filtering device should any unexpected radio frequency interference occur with radio equipment used by the FBI.

Install and maintain all radio/electronic type equipment including associated cables, wiring, and antenna systems in a clean, neat, and orderly manner; and conform to the current National Electrical Safety Code and FCC regulations. In the installation and maintenance of said equipment the FBI shall not damage or destroy property or equipment of the City of San Luis.

Obey all local regulation including but not limited to obtaining any required City Permits and contacting Arizona 811 before any digging at 811 or Arizona 811.com pursuant to A.R.S. 40-360.21-31.

THE CITY OF SAN LUIS SHALL:

Space is provided to the FBI on the tower and/or in the equipment shelter free of charge.

IT IS MUTUALLY AGREED THAT:

- A. This agreement to use the subject antenna site is subject to approval by the Bureau of Land Management.
- B. This agreement shall terminate on September 30, 2026 unless terminated or extended as provided for in this agreement.

- C. Either party may terminate this agreement by providing a three (3) month's written notice to the other party.
- D. This agreement may be revised as necessary by the issuance of a written amendment, signed and dated, by both parties.
- E. This agreement is subject to cancellation under the provisions of A.R.S. § 38-511.

NOTICES:

All notices and communications provided for in this Agreement or given in connection with this Agreement, shall be validly made in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the City of San Luis:

Attention: City Manager
 City of San Luis
 P.O. Box 1170
 1090 Union Street
 San Luis, AZ 85349

If to the F.B.I.

Attention: _____
 U.S. Department of Justice
 Federal Bureau of Investigation

or such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Such notices and communications shall be copied to the Points of Contact by e-mail to:

POC Name Lt. Victor Figueroa POC Number (928) 920-5343 E-mail Address vfigueroa@cityofsanluis.org	POC Name TM Richard Stoddard POC Number (623) 466-1045 E-mail Address Richard.Stoddard@ic.fbi.gov
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or other points of contact as either party may from time to time designate in writing and deliver in like manner as notices.

Liability Insurance and Indemnity

- A. To the extent permitted by law, each party to this Agreement agrees (as indemnitor) to indemnify, defend and hold harmless the other party (as indemnitee) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such

claims are caused by the act, omission or negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

- B. If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement that the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportional liability and proportional payment of possible litigation expenses and money damages.
- C. Each party's obligation of indemnification shall survive the termination of this agreement. Each party shall remain solely and exclusively responsible for the employee benefits, wage and disability payments, pensions and workers' compensation claims for its employees. In addition each party shall be solely and exclusively responsible to pay for any damage to its equipment, including personal protective equipment, and medical expense incurred by any of its employees in connection with the performance of this contract.

Miscellaneous Provisions

A. **Waiver.** No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

B. **Headings.** The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

C. **Authority.** The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement.

D. **Entire Agreement.** This Agreement, including the Exhibits hereto, which are incorporated herein by this reference, constitutes the entire agreement between the parties. This provision applies only to the entirety of this Agreement only; additional and laws and agreements with the City may apply to the Property, and this provision has no effect on them.

E. **Severability.** If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

F. **Governing Law.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yuma County, Arizona, and the parties hereby waive any right to object to such venue.

G. **Recordation of Agreement and Subsequent Amendment; Cancellation.** This

Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yuma County Recorder after the City and the School District execute such agreement amendment or cancellation.

H. **Attorney's Fees and Costs.** If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorney's fees and court costs.

I. **No Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

J. **No Agency Created.** Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

K. **Non-Liability of City Officials and Employees.** Except for mandamus and other special actions, no member, official or employee of the City shall be personally liable to the F.B.I. or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the F.B.I. or successor, or under any obligation under the terms of this Agreement.

L. **Employment Eligibility.** The City and the F.B.I. hereby warrant that each of them is in compliance with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. N. Time is of the essence.

M. This agreement may be executed in counterparts, any of which shall be deemed to be an original.

EFFECTIVE DATE:

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

City of San Luis, Arizona by _____ Gerardo Sanchez Mayor Date: _____	U.S. Department of Justice Federal Bureau of Investigation by _____ (Name) _____ (Title) _____ Date: _____
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Attest:

Sonia Cornelio
San Luis City Clerk

CERTIFICATION OF CITY ATTORNEY

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I hereby state that I am the attorney for the City of San Luis, State of Arizona, and pursuant to the provisions of A.R.S. 11-952(D) have determined that the foregoing agreement is in proper form and is within the powers and authority granted to the City of San Luis, Arizona under the laws of the State of Arizona.

Dated this ____ day of _____, 2016

Kay Marion Macuil
San Luis City Attorney

Exhibit A

Site Information

PX-069 - San Luis

FO PX :: PHOENIX
Site Num PX-069
Site Name San Luis
Address 1311 N. 4th Ave.
 Building F
 San Luis AZ 85349
County Yuma
Lat / Lon 32:30:09.24N / 114:46:36.03W
Active Date
Deactivated Date

Site Type Remote
NPA/NXX 0 / 0
Site Phone
Demarc
Type Tower (self-supporting)
Height 100.0 feet **AMSL** 13
FBI owns: Tower Shelter

Notes

Driving Directions

Equipment List

Type	Name	Make / Model / Model Num	Serial Number	Property Number	Zone	Specifics
RADIO	REPEATER	MOTOROLA / GTR 8000 / T7039A	112CMH0778	F2118372	FBI	Type: GTR8000 REPEATER TX Pwr: 100.0000 BW: N TX Frq: 167.58750 RX Frq: 163.93750 Chan: YUMA FW Rev: 7.11
RADIO	REPEATER	MOTOROLA / GTR8000 / T7039A	112CMH0780	F2118364	DEA	Type: GTR8000 REPEATER TX Pwr: 100.0000 BW: N TX Frq: 167.41250 RX Frq: 163.93750 Chan: YUMA FW Rev: 7.11
RADIO	REPEATER	MOTOROLA / GTR8000 / T7039A	112CMH0779	F2118368	DOJ	Type: GTR8000 REPEATER TX Pwr: 100.0000 BW: N TX Frq: 170.82150 RX Frq: 163.20000 Chan: USMS YUMA FW Rev: 7.11