



NOTICE OF WORK SESSION

In accordance with Section 38-431.01 of the Arizona Revised Statutes of the State of Arizona, notice is hereby given to the Members of City Council and to the general public that the Mayor and Council of the City of San Luis, Arizona, will hold a Work Session meeting at 6:45 p.m. Wednesday, April 6, 2016. The Work Session will take place at the City Council Chambers, located at 1090 E. Union Street, San Luis, Arizona, 85349. Everyone from the public is invited to attend the open meeting.

In accordance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, the City of San Luis does not discriminate on the basis of disability in the admission of or access to, or treatment of employment in its programs, activities, or services. For information regarding rights and provisions of the ADA or Section 504, or to request reasonable accommodations for participation in City programs, activities or services contact: ADA/Section 504 Coordinator, City of San Luis Human Resources Department, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the City Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recordings. Parents in order to exercise their rights may either file written consent with the City Clerk to such recordings, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the City will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.

THIS NOTICE IS APPROVED BY:

/s/ Sonia Cornelio, City Clerk

AVISO DE SESION DE TRABAJO

De acuerdo a la Seccion 38-431.01 de los Estatutos Revisados del Estado de Arizona, se le informa a los Miembros del Cabildo y al publico en general que el Alcalde y el Cabildo de San Luis, Arizona, tendran una Sesion de Trabajo a las 6:45 p.m. el dia Miercoles, 6 de Abril del 2016. La junta se llevara a cabo en la Sala del Cabildo, ubicada en el 1090 E. Union Street, San Luis, Arizona, 85349, el publico esta cordialmente invitado.

De acuerdo con el Acta de Americanos con Discapacidades y la Seccion 504 del Acta de Rehabilitacion de 1973, la Ciudad de San Luis no discrimina por causa de discapacidad la admision y acceso a sus programas, actividades, servicios o en el trato en cuanto a empleo. Para mas informacion referente a derechos y provisiones del Acta de Americanos con Discapacidades o Seccion 504, o para solicitar adaptaciones que sean razonables para la participacion en programas, actividades o servicios de la Ciudad, contactar al: Coordinador del Acta de Americanos con Discapacidades/Seccion 504, Departamento de Recursos Humanos de la Ciudad de San Luis, 1090 E. Union Street, San Luis, Arizona, 85349; (928) 341-8520.

Por medio de este aviso y de acuerdo con los Estatutos Revisados del Estado de Arizona, sujeto a ciertas excepciones reglamentarias, los padres de familia tienen el derecho de dar o no dar el consentimiento antes que el Estado o alguna subdivision politica grabe a un menor de edad, ya sea en audio o video. Las juntas del Cabildo se graban en audio y/o video y como resultado, el hecho de que haya menores presentes puede ser sujeto a que sean grabados. Para que los padres de familia puedan ejercer sus derechos pueden dar el consentimiento por escrito con la Secretaria de la Ciudad a tal grabacion, o tomar accion personal para asegurarse que su hijo/hija menor no este presente cuando la grabacion se lleve a cabo. Si un menor de edad esta presente en el momento de la grabacion, la Ciudad asumira que los padres de familia estan cediendo los derechos sobre una posible grabacion de acuerdo con el Estatuto Revisado del Estado de Arizona §1-602.A.9.

ESTE AVISO ES APROBADO POR:

/f/ Sonia Cornelio, Actuaría de la Ciudad



AGENDA
Work Session
San Luis City Council
San Luis Council
Chambers
1090 E. Union Street
San Luis, AZ 85349
April 6, 2016
6:45 P.M.

AMENDED AGENDA
4/5/2016

MEMBERS OF THE CITY COUNCIL WILL ATTEND EITHER IN PERSON, TELEPHONE, OR VIDEO CONFERENCE COMMUNICATION

1. **CALL TO ORDER/ROLL CALL**
2. **AGENDA ITEM(S):**
 2. A. Discussion on any and all matters regarding the purchase of artificial turf for the conversion of the old Joe Orduño Park tennis court or a basketball court at the east end of the park to futsal soccer field. **(ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD MARCH 23, 2016) (Chris Kasid, Parks and Recreation Director)**
 2. B. Discussion on any and all matters regarding amending Title XV of the San Luis City Code, Chapter 150, adopting by reference the National Fire Protection Association 1 (NFPA 1) Uniform Fire Code 2012, including Annexes A, B, D, E, and G, and the amendments and providing a penalty for violations thereof. **(Hank Green, Fire Chief)**
 2. C. Discussion on any and all matters regarding the authorization to purchase ten (10) portable radios from Motorola through the Arizona Department of Homeland Security Grant. **(Craig Higgins, Chief of Police)**
 2. D. Discussion on any and all matters regarding the transferring of funds from Council's Contingency account to Capital Outlay General Fund account to purchase two (2) servers as well as software and software licensing. **(Derek Dueñas, Acting I.T. Manager)**
 2. E. Discussion on any and all matters regarding the approval of Pace Advance Water Engineering contract for engineering design and construction services for the East Wastewater Treatment Plant Basin Repair Project, Public Works, Wastewater Division. **(Eulogio Vera, Director of Public Works)**
 2. F. Discussion on any and all matters regarding the approval of contract as written with American Pavement Preservation, for the 2016 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**
 2. G. Discussion on any and all matters regarding the submission of the 5310 Grant Application for Senior Services Department. **(Chris Hagen, Management Analyst)**

2. H. Discussion on any and all matters regarding Resolution No. 1141. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "2015 S-2 Supplement to the Code of Ordinances of the City of San Luis, Arizona." (**Kay Macuil, City Attorney**)

3. DISCUSSION ITEM(S):

3. A. Discussion of any and all matters regarding update and video presentation of equipment purchases and acquisitions in Fiscal Year 2016. (**Hank Green, Fire Chief**)

3. B. Update and/or discussion on any and all matters regarding the agricultural route. (**Council Member Gloria Torres**)

3. C. Update and/or discussion on any and all matters regarding Friendship Park. (**Council Member Gloria Torres**)

4. ADJOURNMENT

IN THE EVENT A MAJORITY OF THE COUNCIL IS NOT PRESENT, AN INFORMAL PUBLIC WORK SESSION MAY BE HELD.



AGENDA ITEM REVIEW FORM

Work Session**2. A.****Meeting Date:** 04/06/2016**Department Head:** Christopher Kasid, Parks & Recreation Director, Parks & Recreation Department**Submitted By:** Christopher Kasid, Parks & Recreation Director, Parks & Recreation Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the purchase of artificial turf for the conversion of the old Joe Orduño Park tennis court or a basketball court at the east end of the park to futsal soccer field. **(ITEM CONTINUED FROM REGULAR COUNCIL MEETING HELD MARCH 23, 2016) (Chris Kasid, Parks and Recreation Director)**

SUMMARY:

The Old Tennis Court at Joe Orduno Park or a basketball court at the Parks East end will be converted to a futsal soccer field to help with over crowding of soccer fields. Futsal Soccer is played on a smaller field than soccer. The new field will create more soccer leagues that can be played year round as well as moving some of the younger youth leagues off of the softball fields. The cost will be \$170,000 if it will be on the old tennis court or \$135,000 on a concrete basketball slab. The turf will be installed by Field Turf, the worlds leader in artificial turf sports fields. The purchase will use the prices negotiated under a multiple-state contract. This comes under the San Luis Code of purchases under Section 36.09 for cooperative agreements.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting documents are attached to the agenda item review form

Document to be Recorded?: No**N/A**

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** YES**CITY/STATE/FEDERAL FUNDS:** CITY**TOTAL:** \$135,000**BUDGETED:** \$160,000**AVAILABLE TO TRANSFER:** N/A**ACCOUNT #/REMAINING BALANCE:** 806-860-90005.145/\$218,732.75**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

Funds will be used out of the Capital Outlay account, account #806-860-90005.145

The Cooperative agreement is #TCPN R5223-AZ-7943

Attachments

Turf Picture

Quote



Date: 03/28/2015

To: Christopher Kasid
City of San Luis
1090 E Union St
San Luis, AZ 85349

Phone: 928-257-2054
Email: CKasid@cityofsanluis.org

From: Donny Jones - FieldTurf Regional Vice President
Phone: 602-284-8987
Email: Donny@ftnw.com

Subject: San Luis Soccer Field

FieldTurf USA, Inc. is pleased to present the following proposal for the installation of the synthetic turf. Price estimates are based off of The Cooperative Purchasing Network (TCPN) pricing. TCPN is a buying co-op that public entities in the state of Arizona can use to purchase goods and services. It provides predetermined preferential pricing through approved vendors. Since the products have already been bid at the national level, individual schools do not have to duplicate the bidding process per TCPN # R5223.

TCPN Proposal: R5223-AZ-7943

Owner will be responsible for the following prior to us mobilizing to the site:

- Provide access to the existing basketball court
- Provide and install the recycled plastic header (providing a cut-out on the underside of the 2x4, 1/2 " to 3/4" tall by at least 6 inches long every ten feet) sticking up 2" above the existing concrete surface around the entire perimeter leaving a 15' opening for us to drive our equipment onto the slab, and after we install the turf, close off the entire court.
- Remove any and all basketball standards, poles etc. Making the area as smooth as possible. Fieldturf cannot be responsible for the planarity of the surface, the turf will mirror the exact planarity of the concrete it sits on.

Fieldturf proposes the following based on my conversation with Chris Kasid and pictures he sent to us. Prices include all labor/equipment/materials/lodging to complete the project. We will be installing our versatile product and Fieldturf on the existing basketball court

	Based on an area 60' x 120' (7200 square feet)	Total
1	Provide and install Fencing around the entire perimeter of the court with gates.	
2	Provide and install our versatile drainage mat and shock pad (see attachment) on existing concrete. This will provide a place for the water to run off underneath the turf during a	
	and will also give long term safety of the turf having a pad underneath to protect the athletes.	
3	Provide and install 7200 sq. ft. of Fieldturf 2 " Soccer Complete (XT-50 Slit Film)	
4	Provide and install inlaid center line, center circle, both goal boxes and perimeter lines (White)	
5	Provide and install rounded silica sand and cryogenic rubber infill complete	
6	Clean up and restoration complete	
	Subtotal Project	\$128,129.63
7	Performance & Payment Bonds	\$1,562.45

8	Use Tax @ 9.6%	\$5,146.97
	Total Project	\$134,839.05

EXCLUSIONS:

- a) Permitting and any related fees are the responsibility of the owner;
- b) Any costs associated with necessary charges relating to the delineation of the field;
- c) Unless otherwise specified, does not include any G-max testing.
- d) The supply of manholes or clean-outs or grates, or supply of the manhole covers; and
- e) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- f) The implementation of a storm water pollution prevention plan.
- g) Site security.
- h) Silt fencing and any other fencing.
- i) Boring for utilities.
- j) Any electrical work.
- k) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be negotiated.
- l) Asphalt paving.
- m) Track surfacing, unless otherwise noted.
- n) Installation of manholes, junction boxes, gabions, concrete rip wrap, storm drainage not related to the field construction, grate inlets and RCP.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits or communication feeds within the field of play.
- p) Design services and construction documentation, including, but not limited to: conceptual drawings/preliminary design; construction drawings; storm water management; submittal reviews and processing; architectural/engineering inspections; soil borings; professional survey; and as-built drawings.
- q) All applicable prevailing wages, union labor or other labor law levies.

NOTES:

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and force majeure;
- Final payment shall be upon the substantial completion of FieldTurf's obligations;
- Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 1.5% per month (19.56% per annum);
- FieldTurf requires a minimum of **21 days** after receiving final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires **28 days** to install the Product subject to weather and force majeure.
- FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles.
- This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- FieldTurf shall be accountable for its negligence but shall not be bound by any penalty clauses.
- FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.

San Luis Soccer Field

March 28, 2016

Page 3 of 3

- All colors are to be chosen from FieldTurf's standard colors.
- An **5 Year pre-paid 3rd party insured manufacturer's** warranty is included on the FieldTurf synthetic surface;

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction.



Please contact Sarah Morehead if you have any questions or require additional information regarding FieldTurf's SmartBuy Program: 888-209-0065, ext. 230 or via e-mail at sarah.morehead@fieldturf.com. Be sure to visit our website at www.fieldturf.com.



AGENDA ITEM REVIEW FORM

Work Session**2. B.****Meeting Date:** 04/06/2016**Department Head:** Hank Green, Fire Chief, Fire Department**Submitted By:** Kay Macuil, City Attorney, Attorney's Office**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding amending Title XV of the San Luis City Code, Chapter 150, adopting by reference the National Fire Protection Association 1 (NFPA 1) Uniform Fire Code 2012, including Annexes A, B, D, E, and G, and the amendments and providing a penalty for violations thereof.
(Hank Green, Fire Chief)

SUMMARY:

The adoption of an ordinance will change our current earlier version of the Fire Code to the City of San Luis Fire Code to NFPA 1 Uniform Fire Code 2012. The 2012 Uniform Fire Code will also bring our fire code into alignment with regional fire agencies; standardizing code enforcement, building construction standards and building inspections.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The City anticipates that adoption of the 2012 Fire Code will savings to the City when applying for Grants.

Attachments

NO.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, AMENDING TITLE XV OF THE SAN LUIS CITY CODE, CHAPTER 150, ADOPTING BY REFERENCE *NFPA 1 FIRE CODE 2012*, INCLUDING ANNEXES A, B, D, E, AND G, AND THE AMENDMENTS AND PROVIDING A PENALTY FOR VIOLATIONS THEREOF

WHEREAS, on April 04, 2010, the City Council adopted the 2003 Edition of the NFPA 1 (National Fire Protection Association), Uniform Fire Code, with amendments;

WHEREAS, the City of San Luis is desirous of adopting the 2012 Edition of the NFPA 1, Fire Code, to keep current with the code cycle and amendments to reflect modern technology, materials and techniques; and

WHEREAS, the new fire code has been recommended for adoption by the Building Appeals Board, based on their actions taken at their meeting on XXXX XX, 2016.

NOW THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of San Luis, Arizona as follows:

SECTION 1: That the City of San Luis City Code, Title XV, Chapter 150, Section 150.008, be amended to read as follows:

Section 150.008 ADOPTION OF NFPA 1, FIRE CODE, 2012.

That certain document known as “NFPA 1, Fire Code 2012” including Annexes “A”, “B”, “D”, “E”, and “G” published by the National Fire Protection Association three (3) copies of which are on file in the office of the City Clerk, together with this Ordinance No. _____ which lists certain amendments, which documents were made a public record by **Resolution No. _____ of the City of San Luis, Arizona**, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance the provisions thereof to become effective on the _____ day of _____, 2016.

SECTION 2: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(A), to read as follows:

This edition of NFPA 1, the Fire Code, adopted by the provision of this chapter is hereby amended, altered, and changed in the following respects:

NOTE: The section numbers that follow are the reference sections found in NFPA-1.

1.1.2 Title. Is hereby amended as follows:

These regulations shall be known as the 2012 Fire Code with City of San Luis Amendments, hereinafter referred to as “this code.”

1.3.1 Application. Is hereby amended by the addition of the following sentence:

All construction and/or alterations of a structure, which require a building permit, shall comply with the current building code adopted by the City of San Luis.

1.3.2 Reference Standards. Is hereby amended as follows:

1.3.2.1.1

When reference is made to the Building Code, it shall mean the current building code adopted by the City of San Luis with amendments by the City of San Luis.

1.3.3.1 Conflicts. Is hereby amended by the addition of the following sentence:

The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

1.3.3.2 Conflicts. Is hereby amended by the addition of the following sentence:

Where, in a specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

1.3.6.3 Buildings. Is hereby amended as follows:

Repairs, renovations, alterations, reconstruction, change of occupancy, and additions to buildings shall conform with the adopted building code of the jurisdiction having authority, except for repairs, renovation, alteration and reconstruction of fire sprinkler and fire alarms. Those activities shall be regulated by the current fire and building codes adopted by this ordinance.

1.7.11 Plans and Specifications. Is hereby amended by the addition of the following sentence:

All plans, specifications, calculations, and design criteria shall be stamped by a registrant licensed to practice in the state of Arizona. Calculation sheets for fire sprinkler systems shall be made a permanent part of the submitted design drawings.

1.10.1 Fire Code Board of Appeals. Is hereby amended by striking the entire paragraph and replacing it with the following:

Whenever reference is made to the "Board of Appeals" in “NFPA 1 – The Fire Code 2012”, it shall mean the City of San Luis "Fire Appeals Board" and will follow rules,

guidelines and terms of service as identified within the criteria for establishing the “Fire Appeals Board”.

1.10.1.1.4 Membership. Is hereby amended by striking the entire sentence.

1.10.1.1.5 Membership. Is hereby amended by striking the entire paragraph.

1.10.1.1.5.3 Membership. Is hereby amended by striking the entire sentence.

1.10.3 Authority of the Board of Appeals. Is hereby amended by striking sections 1.10.3.3 and 1.10.6.2.

Chapter 2 Reference Publications

2.2 NFPA Publications

The reference to the 2012 Edition of the *NFPA 5000, Building Construction and Safety Code* shall be changed to name the current building code adopted by the City of San Luis.

Chapter 3 Definitions. Is hereby amended by addition of the following:

3.3.01 Chief

Whenever the word Chief, Fire Chief or Chief of the Fire Department is used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the Fire Chief or the authorized representative of the City of San Luis Fire Department.

3.3.02 City

Whenever the word City, Municipality, Jurisdiction or Authority having Jurisdiction (AHJ) is used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the City of San Luis, Arizona.

3.3.03 Corporate Counsel

Whenever the word “Corporate Counsel” or “City Attorney” used in NFPA 1, Fire Code, 2012 Edition shall be construed to mean the Attorney of the City of San Luis, Arizona.

3.3.165.1 Combustible Liquid. Is hereby amended by addition of the following paragraph:

Note: Storage and use of combustible liquids with a flash point under 141 degrees F in outdoor areas and areas without climatic controls will be treated as Class I-C flammable liquids throughout the code.

Chapter 4 General Requirements

4.5.7 Changes of Occupancy. In order to determine when a change of occupancy will initiate a fire sprinkler retrofit, the following will be added to sub-section (1):

(1) For the purpose of determining if a change of occupancy will be a more hazardous operation requiring the retrofit of a fire sprinkler system, the “Means of Egress Hazard Categories Table” (for life safety) in the edition of the International Existing Building Code currently adopted by the City of San Luis will be referenced. See section 10.3.4.

Chapter 10 General Fire Safety

10.1.3 Building Code. Is hereby amended by the addition of the following sentence:

The design and construction of new structures shall comply with the current building code adopted by the City of San Luis, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the current building code adopted by the City of San Luis, shall be made in accordance therewith.

10.3.4.01 Change of Use or Occupancy Classification. Is hereby amended by the addition of the following paragraph:

No change shall be made in the use or occupancy of any structure that would place the structure in a different division of the same group or occupancy or in a different group of occupancies, unless such structure is made to comply with the requirements of this code and the current building code adopted by the City of San Luis. Subject to the approval of the fire code official, the use or occupancy of an existing structure shall be allowed to be changed and the structure is allowed to be occupied for the purposes in other groups without conforming to all the requirements of this code and the current building code adopted by the City of San Luis for those groups, provided the new or proposed use is less hazardous, based on life and fire risk, than the existing use.

10.12.1.1 Premises Identification. Is hereby amended by addition of the following sentence:

NFPA 704, figure 9.1(c) shall be used to determine the size of address lettering and numbering.

Chapter 11 Building Services

11.3.6.1 Requirements for Standardized Fire Service Keys. Is hereby amended by addition of the following exception:

Exception: The owner shall be permitted to place the building’s non-standardized fire service elevator keys in a key box installed in accordance with section 11.3.6.5.1.1-7.

11.12.1 Photovoltaic Systems. Is hereby amended by addition of the following reference:

New photovoltaic systems shall be installed in accordance with section 11.10, section 11.12, NFPA 70, and the current building code adopted by the City of San Luis.

Chapter 12 Features of Fire Protection

12.5.1 Interior Finish. Is hereby amended by addition of the following reference:

Interior finish in buildings and structures shall meet the requirements of *NFPA 101*, this code, and the current building code adopted by the City of San Luis.

Chapter 13 Fire Protection Systems

13.1.4.1 Fire Department Connection. Is hereby amended by the addition of the following sentence:

The Fire Department Connection shall be remotely located from the building in a location approved by the AHJ.

13.3 Automatic Sprinklers

13.3.2.1 to 13.3.2.29 Where Required. Is hereby amended by the addition of the following to read as follows:

- A. An automatic sprinkler system shall be installed throughout all levels of all buildings here after constructed, except for Group U and R-3 occupancies.
 - a. Exception 1: Buildings housing a group A-1, A-2, A-3, A-4, A-5, B, E, F-2, M, or S-2 occupancy having square footage less than five hundred (500) square feet.
 - i. Note: For the purposes of this article, fire resistive fire walls will not be considered a barrier creating a separate building.
 - b. Exception 2: Temporary use of modular or factory built structures shall not be required to provide an automatic fire sprinkler system, provided that the use of the structure and the "Certificate of Occupancy" is limited to one year from the time of set up to removal.
 - c. Exception 3: Free standing open canopy structure. When automatic fire sprinklers are not required by the current building code adopted by the City of San Luis, and when the structure meets each of the following criteria, fire sprinklers will not be required:
 - i. The structure shall not exceed 10,000 square feet.
 - ii. The entire covered area is open on all sides void of interior walls or partitions.
 - iii. Setbacks from property lines or other structures are in accordance with the current building code adopted by the City of San Luis.
 - iv. The building use is not classified as hazardous, or mercantile occupancy.

- v. Portable fire extinguishers are installed in accordance with NFPA 10.
- vi. Open flames and devices emitting flames or creating a glow capable of igniting combustible materials shall not be used in or adjacent to the structure.
- vii. Flammable or combustible liquids and LP-Gas shall not be stored in or adjacent to the structure, except for automobile fueling islands.
- viii. An approved water supply capable of supplying the required fire flow shall be provided.

Note: Any changes to the free standing open canopy structure or its use may result in the loss of this exception and may require a retrofit of an automatic fire sprinkler system.

- B. Retrofit of fire sprinklers to existing structures. An existing building that undergoes a “change of occupancy” as outlined in section 4.5.7, whereby the new occupancy is deemed a greater hazard than the previous occupancy, the building will be treated as a new building and may require the installation of fire sprinklers. The “Means of Egress Hazard Categories Table” (for life safety) in the edition of the International Existing Building Code currently adopted by the City of San Luis shall be referenced to determine occupancy hazard level.
- C. Any building except Group U and R-3 occupancies, which undergoes a total summation renovation in excess of 50% of value as assessed by the building code, shall meet the requirements of this section.
- D. Any building that increases in size by a total summation of 50% as a result of one or more expansions will require a retrofit of an automatic fire sprinkler system.

13.3.2.20.1 One and Two-Family Dwellings. Is hereby amended by deletion.

Chapter 16 Safeguarding During Construction, Alteration, and Demolition Operations.

16.1.1 General Requirements. Is hereby amended by addition of the following reference:

Structures undergoing construction, alteration, or demolition operations, including those in underground locations, shall comply with NFPA 241, *Standard for Safeguarding Construction, Alteration, and Demolition Operations*, this chapter, and the current building code adopted by the City of San Luis.

Chapter 18 Fire Department Access and Water Supply.

18.2.3.1.1 Required Access. Is hereby amended by the addition of the following sentence:

When required, the apparatus access road shall be located no closer than fifty (50) feet from any structure unless authorized by the Chief.

18.5.1 Fire Hydrants. Is hereby amended by the addition of the following paragraph:

The average spacing in residential areas shall be five hundred (500) feet or as otherwise approved by the Fire Chief and/or the Chief's designee. For educational, industrial, commercial, institutional, mercantile, multi-family dwellings and storage areas, the average fire hydrant spacing shall be three hundred feet (300') or as otherwise approved by the Fire Chief and/or the Chief's designee.

Chapter 66 Flammable and Combustible Liquids

66.21.3 General Requirements. Is hereby amended by the addition of the following sentence:

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

Chapter 69 Liquefied Petroleum Gases and Liquefied Natural Gasses

69.1 General Provisions. Is hereby amended by the addition of the following sentence:

Any permanent tank installation over 500 gallons will require that the foundation and anchorage be engineered by a design professional registered in the State of Arizona.

69.4.2 Operational Safety. Is hereby amended by the addition of the following paragraph:

Dispensing, filling, and evacuating of LP gases shall be performed by a qualified person. In service training for qualified persons shall be conducted annually and current records of such training shall be maintained on site.

SECTION 3: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(B), to read as follows:

Section 150.008(B). Areas Where Certain Materials are Prohibited:

(A) *Establishment of limits of districts in which storage of explosives and blasting agents is to be prohibited.* For volumes exceeding the maximum allowable quantities (as outlined in the Fire Code) the location in which storage of explosives and blasting agents is prohibited, are hereby established as follows:

- (1) In all areas within the corporate limits of the city, other than those defined and designated as "light industrial" or "heavy industrial" districts by the zoning ordinance of the city, such storage is prohibited.

(2) Upon presentation of plans conforming to design criteria as established in the Fire Code and its referenced standards, the Authority Having Jurisdiction, as defined by the Fire Code, may approve the location of such storage, in areas where such storage is not prohibited by subdivision (1) above.

(B) *Establishment of limits of districts in which storage of flammable or combustible liquids in outside aboveground tanks is prohibited.* The limits, referred to in the Fire Code and its referenced standards, establishing districts in which the aboveground storage of flammable or combustible liquids is restricted are hereby established as follows:

(1) In all areas within the corporate limits of the city other than those defined and designated as “light industrial” or “heavy industrial” districts by the zoning ordinance of this city, the storage of flammable or combustible liquids in aboveground tanks is prohibited.

(2) Exception 1: Vaulted tanks up to 1,000 gallons which provide two-hour fire protection may be used in prohibited areas.

(3) Exception 2: Aboveground tanks up to 500 gallons in capacity may be used in commercial districts when tanks meet all setbacks, containment, and are screened from view. Screening shall meet standards set forth in the zoning ordinance.

SECTION 4: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(C), to read as follows:

Section 150.008(C). Establishment and Duties of the Prevention Division of City of San Luis Fire Department:

(A) The City of San Luis Fire Code shall be enforced by the Fire Prevention Division in the fire department of the City of San Luis, which is hereby established and which shall be operated under the supervision of the Chief of the San Luis Fire Department.

SECTION 5: That the City of San Luis City Code, Title XV, Chapter 150, be amended to add Section 150.008(D), to read as follows:

Section 150.008(D). Appeals:

Whenever the Chief of the City of San Luis Fire Department shall disapprove an application or refuses to grant a license or permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal the decision of the Chief of the Fire Department to the Fire Appeals Board, as established and referred to in the current adopted fire code for the City of San Luis, within 30 days from the date of the decision.

SECTION 6: Any person found guilty of violating any provision of this code shall be guilty of a class one misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.

SECTION 7: _____ of the City of San Luis Code and all ordinances and parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference are hereby repealed, effective as of the _____ day of _____, 2016.

SECTION 8: The repeal of _____ of the City Code, effective as of the _____ day of _____, 2016, does not affect the rights and duties that matured or penalties that were incurred and proceedings that were begun before the effective date of the repeal.

SECTION 9: If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Passed and Adopted by the Mayor and Council of the City of San Luis, Arizona this _____ day of _____, 2016.

APPROVED:

Gerardo Sanchez
Mayor

ATTESTED:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session**2. C.****Meeting Date:** 04/06/2016**Department Head:** Craig Higgins, Chief of Police, Police Department**Submitted By:** Andrea Moreno, Police Administrator, Police Department**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the authorization to purchase ten (10) portable radios from Motorola through the Arizona Department of Homeland Security Grant. **(Craig Higgins, Chief of Police)**

SUMMARY:

The San Luis Police Department is seeking authorization to purchase ten (10) portable radios from Motorola. The purchase of this equipment totaling **\$39,000.00** will replace old portable radio models that will no longer be available for maintenance and/or spare parts. The portable radios were awarded through the Arizona Department of Homeland Security under grants #140430-03 for five (5) portable radios totaling the amount of \$21,600.00 and #150405-01 for five (5) portable radios totaling the amount of \$21,600.00. Motorola is currently based on the City of Yuma contract #2003000453. The San Luis Police Department is requesting this purchase to be authorized in accordance to Section 36.09 Cooperative Purchasing of the San Luis City Code.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal

TOTAL: \$21,600.00

BUDGETED: Yes

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 250-181-90100.135

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The City of San Luis through the Police Department was awarded five portable radios from the Arizona Department of Homeland Security in the amount of \$21,600.00 under grant#140430-03. This is a budgeted item and account number given to this fund is 250-181-90100.135.

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: Federal

TOTAL: \$21,600.00

BUDGETED: Yes

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: 250-181-90100.136

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

The City of San Luis through the Police Department was awarded five portable radios from the Arizona Department of Homeland Security in the amount of \$21,600.00 under grant# 150405-01. This is a budgeted item and was given the account 250-181-90100.136.

Attachments

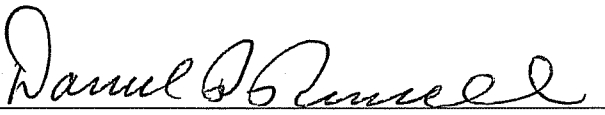
Motorola Contract
Amendment #1 Motorola
Amendment #2 Motorola
Amendment #3 Motorola
Amendment #4 Motorola
Amendment #5 Motorola
Award Letter grant 140430-03
Subgrantee Agreement 140430-03
Award Letter grant 150405-01
Subgrantee Agreement 150405-01
Quotes

Original contract

CITY OF YUMA
RFP No. 2003000453

I, Daniel P. Russell, hereby certify that I am duly elected and acting Assistant Secretary of MOTORLA, INC. I further certify that Daniel J. Delaney, MCEI, Vice President and Director, Sales, Western Division, North America Group, is authorized and empowered to execute Forms of General Bid and Contracts, including this contract, on behalf of the Corporation, pursuant to valid and authorized actions of the Board of Directors and the Corporation's Delegations of Signature Authority policies.

I further certify that such authorization and empowerment is still in effect and has not been changed or modified in any respect, and that this Contract is binding on Motorola, Inc.

By 
Daniel P. Russell
Assistant Secretary of Motorola, Inc.

See attached California All-Purpose Acknowledgement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

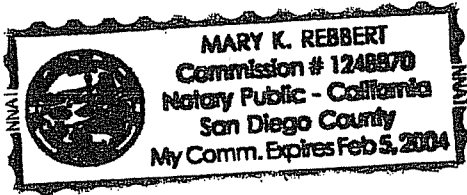
State of California

County of San Diego

On July 23, 2003 before me, Mary K. Rebert, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Daniel P. Russell
NAME(S) OF SIGNER(S)

personally known to me OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~(is)~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Mary K. Rebert
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S)
- LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR

OTHER: Assistant Secretary

DESCRIPTION OF ATTACHED DOCUMENT

City of Yuma, AZ - Assistant Secretary of Motorola
TITLE OR TYPE OF DOCUMENT

1
NUMBER OF PAGES

None
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

None
SIGNER(S) OTHER THAN NAMED ABOVE

49.1

DELEGATION OF AUTHORITY

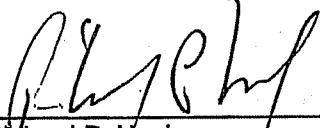
Richard P. Neal, Vice President of Motorola Inc. ("Company") and General Manager of the Company's Western Division, North America Group, of the Commercial Government & Industrial Solutions Sector ("Division"), do hereby delegate my authority to enter into and execute in the name of and on behalf of the Company, customer purchase and sale contracts, contract modifications, bids, proposals, bidder list applications, certifications, object code software licenses, non-disclosure agreements relating to customer sales opportunities, teaming agreements relating to customer sales opportunities, lobbyist agreements (pursuant to Group, Sector and Company policy), and subcontractor documents which are related to the Division (collectively referred to as "Contract Documents"), to the below named individuals with the following dollar or other limitations as specified

To Daniel P. Russell, Daniel J. Delaney, Philip F. Dobosz, Mark Kroh, and Robert Schassler: Contract Documents in an amount not to exceed \$10,000,000.

This Delegation of Authority granted herein shall not be delegable or assignable to any other person and shall expire on May 31, 2004.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Western Division.

IN WITNESS WHEREOF, I have executed this delegation of authority as of this 24th day of June, 2003.



Richard P. Neal
Vice President and General Manager
Western Division, North America Group
Commercial Government & Industrial Solutions Sector
Motorola, Inc.

Communications System Agreement

Motorola, Inc., a Delaware corporation, through its Commercial, Government, and Industrial Solutions Sector, North America Group ("Motorola"), having a place of business at 6450 Sequence Drive, San Diego, CA 92121 and the City of Yuma, Arizona, a municipal corporation ("City"), having a place of business at Yuma, Arizona, enter into this Communications System Agreement ("Agreement"), pursuant to which City will purchase and Motorola will sell the System, as described below. Motorola and City may be referred to individually as "party" and collectively as "parties."

RECITALS

City desires the services of Motorola for the purpose of providing an Integrated Wireless Mobile Data Solution that will allow City staff to share information contained on the network with users connected wirelessly to the network in an efficient and secure manner. Motorola shall deliver, install, and implement the System including application software, operating systems, hardware, conversion services, end user and technical training, and documentation. Motorola is qualified and able to provide the services indicated.

AGREEMENT

For good and valuable consideration, the parties agree as follows:

Section 1 AGREEMENT DOCUMENTS

This Agreement consists of this document and all other exhibits, specifications, supplementary conditions, request for proposals, addenda, Motorola's responsive proposal, change orders and other documents attached or referenced. This Agreement may also include future amendments,

Section 2 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between Exhibits A through G will be resolved in the order in which they are listed below.

- Exhibit A Motorola "Software License Agreement"
- Exhibit B "Payment Schedule"
- Exhibit C "Technical and Implementation Documents"
 - C-1 "System Description" dated April 24, 2003 (Contained in Motorola's Proposal)
 - C-2 "System Description" for DataTAC Mobile Data Network, dated June 20, 2003
 - C-3 "Pricing Summary" dated July 22, 2003
 - C-4 "Statement of Work" for Phase 1, dated July 22, 2003
 - C-5 "Statement of Work" for CAD/Infotrak (Phase 2), dated June 24, 2003
 - C-6 "Statement of Work" for AVL-ATMM (Phase 2), dated June 24, 2003
 - C-7 "Statement of Work" for Geofile (Phase 2), dated June 16, 2003
 - C-8 "Statement of Work" for High Performance Data (Phase 3), dated June 20, 2003
 - C-9 "Acceptance Test Plan" or "ATP" for Phase 1, dated April 17, 2003 (in Motorola's Proposal)
 - C-10 "Acceptance Test Plan" or "ATP" for CAD/Infotrak LRMS (Phase 2), dated June 24, 2003
 - C-11 Project Schedule for Phase 1, dated June 17, 2003
 - C-12 Project Schedule for CAD/Infotrak LRMS (Phase 2), dated June 13, 2003
 - C-13 Training Plan for CAD/Infotrak (Phase 2) dated June 24, 2003
- Exhibit D Maintenance and Support Agreements
 - D-1 "Software Subscription Agreement"
 - D-2 Enhanced System Support Statement of Work ("ESS Statement of Work")

- D-3 ISD Maintenance and Support Plan
- Exhibit E "System Acceptance Certificate"
- Exhibit F Motorola's Proposal dated April 24, 2003
- Exhibit G City of Yuma, Arizona Request For Proposal

Section 3 DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Beneficial Use" means when the System or a Subsystem is first used as the primary mode of communication or on a day to day basis for operational purposes (excluding training or testing). Separate periodic testing or random rogue unauthorized access does not constitute Beneficial Use.

"Contract Price" means the price for the System, exclusive of any applicable sales or similar taxes.

"Effective Date" means that date upon which the last party to sign this Agreement has executed the Agreement.

"Equipment" means the hardware listed in the Equipment List.

"Infringement Claim" means a claim that the Equipment manufactured by Motorola or the Motorola Software infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola owns.

"Non-Motorola Software" means Software that a party other than Motorola owns.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola and Non-Motorola Software in object code format that is furnished with the System or Equipment and which may be listed on the Equipment List

"Subsystem" means a major portion of the entire System that performs specific functions or operations as described in the Technical and Implementation Documents.

"System" means the Equipment, Software, and services combined together into a system as more fully described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide, ship, install and test the System, and perform its other contractual responsibilities, all in accordance with this Agreement. The work will occur in three phases: (1) Core infrastructure and mobile applications and mobile computers and accessories; (2) Computer Aided Dispatch ("CAD"), Records Management System - Infotrak ("RMS"), Automatic Vehicle Location ("AVL"), and (3) high speed data and APCO Project 25 Voice Site ("P25"). Motorola will not commence work or ship equipment in advance of the Project Schedule without City's written authorization for Phase II or on Phase III. City will perform its contractual responsibilities in accordance with this Agreement. Motorola will provide a TURN KEY solution as described in the Request for Proposals, Motorola's Proposal dated April 24, 2003,

and the fee proposal dated July 14, 2003. All work must be completed to City's satisfaction, in accordance with this Agreement and the Acceptance Test Plan.

Use of the term "turnkey" shall mean the complete system offered, pursuant to each Phase, consisting of the equipment in the equipment list, and the system design, engineering, site development, installation, optimization, and training services Motorola has agreed to provide in the Statement of Work. The term "turnkey" shall also include all of the equipment and services necessary to meet the specifications and requirements set forth in the RFP, subject to the Exceptions and Clarifications set forth in the proposal.

4.2. CHANGE ORDERS. Either party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, Motorola and City will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect such adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order. Motorola must obtain prior written approval from City's Project Manager or designee for any change in the scope of work. In addition, Motorola must perform all modified work according to the terms of this Agreement. The City will not accept any claim for extra work or materials furnished unless Motorola receives prior written authorization from City. All work or materials furnished without prior written authorization are at Motorola's own risk and expense. City will not accept or pay claims for unauthorized work or materials. If any errors or omissions are disclosed, Motorola must correct them at its own expense.

4.3 TERM.

4.3.1 Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the parties, the term of this Agreement shall begin on the Effective Date and shall continue until the date of System Acceptance of each applicable phase or expiration of the applicable warranty periods as set forth in Section 10, whichever occurs last.

4.3.2. City shall have the option to enter into a one-year Maintenance and Support Agreement renewable for up to four (4) additional one year terms. The decision to renew shall be solely the City's. Such renewals can only be made in one-year increments. Notice of intent to renew shall be made at least one month prior to expiration of the current one-year term. City and Motorola shall reconfirm or renegotiate the unit rates prior to this Agreement renewal. The parties acknowledge that the pricing for additional components which may be added to the System or Subsystems at City's option has been negotiated as part of this Agreement and such prices are good for three years after the execution of this Agreement.

In the event City does not opt to renew the Agreement under this Section or City and Motorola fail to reconfirm or negotiate unit rates for another year, City shall have the option to extend this Agreement at the current rates for a period not to exceed six months total.

4.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the Effective Date of this Agreement, City may order additional Equipment or Software, provided it is then available, at prices negotiated in this Agreement. Each order must refer to this Agreement and must specify the pricing and delivery terms. The applicable provisions of this Agreement will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass when delivery is accepted by City, and payment is due within thirty (30) days after the invoice date. "Acceptance of Delivery" must occur within 72 hours of actual delivery to City's designated receiving point. Motorola will send City an invoice as the additional Equipment is shipped or Software is licensed.

4.5. MAINTENANCE SERVICE. During the warranty period, Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the terms of this Agreement, including the ESS Statement of Work and the Software Subscription Agreement. Such services and support are included in the Agreement Price. After the warranty period, City may purchase (i) maintenance services for the Equipment by executing the applicable service agreement consisting of the Service Terms and Conditions, and (ii) extended support for the Motorola Software by executing a new Software Subscription Agreement.

4.6. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to City solely in accordance with Exhibit A "Software License Agreement" (other than software development kits, if applicable, which have separate software license agreements). City hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to City in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case the Software License Agreement applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software.

4.8. **SUBSTITUTIONS.** At no additional cost to City and subject to City's reasonable approval, Motorola reserves the right to substitute any Equipment, Software, or services to be provided by Motorola, but only if the substitute meets the specifications and is of equivalent or better quality and value to City. Any such substitution will be reflected in a change order.

4.9 **PERFORMANCE AND PAYMENT BONDS**

Motorola must maintain a Performance Bond in a form acceptable to the City and in the full amount of this Agreement and for the duration of the Agreement. Motorola's failure to maintain a Performance Bond is a default and City may terminate this Agreement and all other remedies remain available to the City.

Motorola must maintain a Payment Bond in a form acceptable to the City and in the full amount of this Agreement and for the duration of the Agreement. Motorola's failure to maintain a Payment Bond is a default and City may terminate this Agreement and all other remedies remain available to the City.

The surety bonds must be issued by a company authorized to transact surety business in the State of Arizona.

4.10 **CITY'S OBLIGATIONS**

City will furnish one copy of data in its possession pertinent to completion of the project. Motorola must search the records and request any additional specific information needed to complete the project. Motorola is liable for any errors, omissions or inconsistencies that result from Motorola's failure to obtain information or assess site conditions necessary to complete the project. Motorola will not be responsible for R56 site upgrades.

City will make information and data concerning policies, standards, criteria, and studies available for reproduction.

Section 5 PERFORMANCE SCHEDULE

Motorola and City agree to perform their respective responsibilities in accordance with the Performance Schedule. City will authorize Motorola to begin performance of this Agreement by issuing a Notice to Proceed.

Section 6 PAYMENT OF CONTRACT PRICE

6.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is Six Million Seven Hundred Thirty Thousand Two Hundred Thirty One Dollars and No Cents (6,730,231.00). Exhibit C-3 "Pricing Summary" is included with this Agreement. Motorola will submit to City invoices according to Exhibit B "Payment Schedule". City will make payments to Motorola within thirty (30) days after the date of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

6.2. FREIGHT, TITLE, AND RISK OF LOSS. All freight charges will be paid by Motorola. Title to the Equipment will pass to City upon acceptance of delivery, except that title to Software will not pass to City at any time. Risk of loss will pass to City upon acceptance of delivery of the Equipment to City. Motorola will pack and ship all Equipment in accordance with good commercial practices. "Acceptance of Delivery" must occur within 72 hours of actual delivery to City's designated receiving point.

6.3 All documents Motorola presents to City under this agreement are the City's permanent property. Motorola must deliver all required reports before City will make final payment.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, City will provide (i) a designated project manager; (ii) all necessary construction and building permits, zoning variances, licenses, and the like; and (iii) access to the work sites identified in the Technical and Implementation Documents identified in Exhibit C as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work.

7.2. SITE CONDITIONS. City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, City will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of the System, including modem access, and adequate interfacing networking capabilities. Before installing the Equipment at a work site, Motorola will inspect the work site and advise City of any apparent deficiency or non-conformity with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If Motorola or City determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, Motorola and City will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the parties will equitably amend the Contract Price or Performance Schedule, or both, by a change order.

Section 8 TRAINING

If Motorola is providing City training under this Agreement, it will be described in a written training plan that is part of the Statement of Work. City will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because City reschedules a training program less than thirty (30) days before its scheduled start date, Motorola is entitled to recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to City at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests described in the Acceptance Test Plan. When System Acceptance occurs, the parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual

Subsystem or phase will occur upon the successful completion of the Acceptance Tests for such Subsystem or phase, and the parties will promptly execute an acceptance certificate for the Subsystem or phase. After completion of the Acceptance Tests, if City believes that the System fails the Acceptance Tests, City will provide to Motorola a written notice that includes the specific details of such failure. If City fails to provide to Motorola such notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule. City at its sole discretion may withhold up to ten (10) percent of the final payment until all minor omissions or variances have been resolved to the satisfaction of the City.

9.3. **BENEFICIAL USE.** City acknowledges that Motorola's ability to perform its implementation and testing responsibilities under this Agreement may be impeded if City begins using the System before System Acceptance. Therefore, City may not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which Motorola will not unreasonably withhold. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon beneficial use, City assumes responsibility for use and operation of the System.

9.4 **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance of each Phase and when all associated deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating in the appropriate place on the System Acceptance Certificate.

Section 10. REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform consistently with the System design and functionality specifications contained in the Statement of Work in all material respects. Upon System Acceptance, or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons beyond Motorola's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) City changes to load usage or configuration outside the specifications; or (v) any acts of parties who are beyond Motorola's control.

10.2. **EQUIPMENT WARRANTY.** For each applicable phase, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Equipment. Motorola will adhere to the Project Schedule in the shipment of Equipment, and will not ship equipment in advance of the project schedule, as agreed in the Detailed Design Review.

10.3. **MOTOROLA SOFTWARE WARRANTY.** For each applicable Phase, unless otherwise stated in the Software License Agreement, for one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within City's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Motorola will adhere to the Project Schedule in the shipment of Software, and will not ship Software in advance of the schedule, as agreed in the Detailed Design Review.

10.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; (ii) defects or damage occurring from misuse, accident,

liquids, neglect, or acts of God; (iii) defects or damage occurring from testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; (iv) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (v) defects or damage caused by City's failure to comply with all applicable industry and OSHA standards; (vi) Equipment that has had the serial number removed or made illegible; (vii) batteries (because they carry their own separate limited warranty); (viii) freight costs to ship Equipment to the repair depot; (ix) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (x) normal or customary wear and tear.

10.5. **WARRANTY CLAIMS.** Before the expiration of the warranty period, City must notify Motorola in writing if Equipment or Motorola Software does not conform to these warranties. Upon receipt of such notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at no additional charge to City) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software if such Equipment or Motorola Software is non-essential to the function of the System. Such action will be the full extent of Motorola's liability hereunder. If this investigation indicates the warranty claim is not valid, then Motorola may invoice City for responding to the claim on a time and materials basis using Motorola's current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola. If the parties do not agree on replacement, repair or refund the matter may be submitted to non binding arbitration under Section 12.

10.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **EXCUSABLE DELAYS.** Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause. Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances. Motorola may not make any charge or claim for damages that result from delays or hindrances beyond City's control. The sole form of compensation for delay or hindrance is a reasonable extension of time agreed to by the parties. An extension is not a waiver of any of City's legal rights

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CITY.** If the Performance Schedule is delayed because of City (including any of its other contractors), (i) City will make the promised payments as if no delay occurred; and (ii) the parties will execute a change order to extend the Performance Schedule and, if requested by Motorola, compensate Motorola for all reasonable charges incurred because of such delay; provided however any such payment shall not exceed fifty per cent (50%) of the final payment on System Acceptance, exclusive of costs associated with Equipment or hardware changes. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

Motorola and City will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If the parties mutually agree, claims, disputes or other matters in question may be submitted for non-binding arbitration and decided, on a non-binding basis, according to the Arizona Uniform Rules of Procedure for Arbitration. Request for arbitration must be filed in writing with the other party to this Agreement.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY MOTOROLA.** If Motorola fails to achieve System Acceptance in accordance with this Agreement or otherwise breaches a material obligation under this Agreement, City may consider Motorola to be in default, unless City or a Force Majeure causes such failure. If City asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to City. If Motorola provides a cure plan acceptable to City, it will begin implementing the cure plan immediately after receipt of City's written approval of the plan.

13.2. **DEFAULT BY CITY.** If City fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, or otherwise breaches a material obligation under this Agreement, Motorola may consider City to be in default, unless Motorola or a Force Majeure causes such failure. If Motorola asserts a default, it will give City written and detailed notice of the default and City will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default or (iii) provide a written plan to cure the default that is acceptable to Motorola. Motorola shall not stop work during this thirty (30) day period. If City provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's written approval of the plan.

13.3. **FAILURE TO CURE.** If a defaulting party fails to cure the default as provided above in Sections 13.1 or 13.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. In the event of such termination, the defaulting party will promptly return to the non-defaulting party any of its Confidential Information (as defined in Section 16.1). If City is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through a third party, City may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System of the Phase that is in default to a capability not exceeding that specified in this Agreement. City agrees to use its best efforts to mitigate such costs and to provide Motorola with detailed invoices substantiating the charges

13.4. **TERMINATION.** This Agreement may be terminated by the following:

13.4.1. The mutual consent of both parties.

13.4.2. City reserves the right to terminate any part of or the entirety of this Agreement with or without cause at any time with thirty (30) calendar days written notice.

13.4.3. If Motorola breaches any provisions of this Agreement, Motorola shall have a right to cure, pursuant to Section 13.1 of this Agreement.

13.5. **TERMINATION PROCEDURES.** City and Motorola have the following obligations upon termination:

13.5.1. City must notify Motorola in writing. Upon receipt of notice, Motorola must cease all work and proceed to close all operations.

13.5.2. Motorola must deliver all reports and estimates entirely or partially completed, all equipment and software purchased or provided by Motorola for this project and all unused materials supplied by City. Motorola does not warrant incomplete materials. City's reuse of incomplete materials is entirely at City's own risk.

13.5.3 Motorola must appraise the work completed and submit the appraisal to City for evaluation. City will pay Motorola for the equipment delivered and for the work actually performed as payment in full for services rendered to the date of termination and reasonable costs which may be borne by Motorola in the termination of subcontracts, removal of installation and test equipment and other costs directly related to an early termination. City will make final payment within 60 days of Motorola's delivery of all completed or partially completed items.

13.6. TERMINATION FOR CONVENIENCE. City may terminate the CAD RMS (Phase II) and the High Speed Data (Phase III) provisions of this Agreement on 30-days written notice for the convenience of City. Motorola will adhere to the Project Schedule in the shipment of Equipment, and will not ship equipment in advance of the project schedule, as agreed in the Detailed Design Review. In the event that City chooses to terminate this Agreement solely for the convenience of the City under this provision. Motorola will, upon notification, take all reasonable steps to minimize termination costs. The City will pay Motorola for equipment and services provided prior to the date of Motorola's receipt of notice to terminate for reasonable costs which may be borne by Motorola in the termination of subcontracts, removal of installation and test equipment, and other costs directly related to an unforeseen termination. City will make final payment within 60 days of Motorola's delivery of all completed or partially completed items.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify and hold City harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against City to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, provided that City gives Motorola prompt, written notice of any such claim or suit. City shall cooperate with Motorola in its defense or settlement of such claim or suit. This section sets forth the full extent of Motorola's general indemnification of City from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CITY. City will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of City, its other contractors, or their employees or agents, while performing their duties under this Agreement, provided that Motorola gives City prompt, written notice of any such claim or suit. Motorola shall cooperate with City in its defense or settlement of such claim or suit. This section sets forth the full extent of City's general indemnification of Motorola from liabilities that are in any way related to City's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against City to the extent that it is based on an Infringement Claim, and Motorola will indemnify City for those costs and damages finally awarded against City for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon: (i) City promptly notifying Motorola in writing of such Infringement Claim; (ii) Subject to City's right to participate, Motorola having control of the defense of such suit and all negotiations for its settlement or compromise; (iii) City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

14.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense procure for City the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant City a

credit for such Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Software.

14.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon (i) the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; (ii) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; (iii) any Equipment that is not Motorola's design or formula; (iv) a modification of the Motorola Software by a party other than Motorola; or (v) the failure by City to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment and Motorola Software or any parts thereof.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, or damage to tangible personal property, Motorola's liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to damages recoverable under law, but not to exceed the Contract Price. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability will survive the expiration or termination of this Agreement. No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. During the term of this Agreement, the parties may provide the other with Confidential Information. For the purposes of this Agreement, "Confidential Information" is any information disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, labeled or identified at the time of disclosure as being confidential or its equivalent; or if in verbal form is identified as confidential or proprietary at the time of disclosure and confirmed in writing within thirty (30) days of such disclosure. Notwithstanding any other provisions of this Agreement, confidential information shall not include any information that: (i) is or becomes publicly known through no wrongful act of the receiving party; (ii) is already known to the receiving party without restriction when it is disclosed; (iii) is, or subsequently becomes, rightfully and without breach of this Agreement, in the receiving party's possession without any obligation restricting disclosure; (iv) is independently developed by the receiving party without breach of this Agreement; or (v) is explicitly approved for release by written authorization of the disclosing party.

16.1.2. Concerning the Confidential Information provided to it by the other party, each party will: (i) maintain the confidentiality of such Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; (ii) restrict disclosure of Confidential Information to its employees who have a "need to know" and not copy or reproduce such Confidential Information; (iii) take necessary and appropriate precautions to guard the confidentiality of Confidential Information, including informing its employees who handle such Confidential Information that it is confidential and not to be disclosed to others, but such precautions shall be at least the same degree of care that the receiving party applies to its own confidential information and shall not be less than reasonable care; and (iv) use such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and shall at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is hereby given or intended, including any express or

implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

16.1.3 To the extent possible, the City will provide Motorola with forty-eight (48) hours written notice of any public records disclosure request relating to Motorola's documents to allow Motorola to take any action deemed appropriate. City will reasonably cooperate with Motorola if Motorola elects to oppose the public records request.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

16.2.1. Motorola owns and retains all of its Proprietary Rights (as defined in Section 2) in the Equipment and Software. The third party manufacturer of any Equipment and the copyright owner of any Non-Motorola Software own and retain all of their Proprietary Rights in the Equipment and Software. Nothing in this Agreement is intended to restrict the Proprietary Rights of Motorola, any copyright owner of Non-Motorola Software, or any third party manufacturer of Equipment. All intellectual property developed, originated, or prepared by Motorola in connection with providing to City the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to City any shared development rights of intellectual property. This Agreement does not involve any Software that is a "work made for hire."

16.2.2. Except as explicitly provided in the Software License Agreement, nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Concerning both the Motorola Software and the Non-Motorola Software, City agrees not to modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so.

Section 17 Insurance

Before the commencement of any services, the Motorola must provide the City with certificates of insurance identifying this Agreement by number or name. All required insurance policies, except Workers' Compensation, must name the City, its officers, and employees, as Additional Insured, and must specify that the insurance is primary insurance. Any insurance carried by the City, its officers or employees, is excess coverage, and not contributory coverage to that provided by Motorola. All insurance policies are subject to approval by the City. Motorola must give the City thirty days written notice before canceling or non renewal of any policy. Motorola's failure to furnish evidence of insurance may be considered a breach. All certificates are sent to:

City of Yuma
Materials Management Division
One City Plaza
PO Box 13012
Yuma, AZ 85366-3012

A. Motorola must carry Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction of employees engaged in the performance of the work or services, and Employer's Liability Insurance of not less than \$100,000.00 for each accident, \$100,000.00 disease for each employee, and \$500,000.00 disease policy limit. Motorola must require subcontractors to provide Worker's Compensation and Employer's Liability with at least as much coverage as that provided by Motorola.

B. Motorola must carry Commercial/Business Automobile Liability with a combined single limit for bodily injury and property damages of not less than \$1 million for each occurrence on all vehicles Motorola uses, whether owned or leased, in the performance of the work or services under this Agreement. If hazardous materials or wastes are transported, CA 9948 endorsement must be included and \$3 million per accident limits for bodily injury and property damage will apply.

C. Motorola must carry Commercial General Liability insurance with limit of not less than \$1 million for each occurrence with a \$2 million General Aggregate Limit. The policy must be primary. Coverage must extend for two years past completion and acceptance of the project. Motorola must provide annual Certificates of Insurance of continued coverage. In the event any of the above insurance policies are written on a "claims made" basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.

Section 18 GENERAL

Where applicable, the terms of this Section apply to all Exhibits and Attachments unless otherwise indicated in the Exhibit or Attachment.

18.1. **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, assessments or duties (other than federal, state, and local taxes based on Motorola's income or net worth), all of which will be paid by City except as exempt by law. If Motorola is required to pay or bear the burden of any such taxes, Motorola will send an invoice to City and City will pay to Motorola the amount of such taxes within thirty (30) days after the date of the invoice. City will be solely responsible for reporting the Equipment for personal property tax purposes.

18.2. **ASSIGNABILITY.** This Agreement is not assignable unless both parties mutually consent otherwise in writing, such assignment not to be unreasonably withheld. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both parties.

18.3. **SUBCONTRACTING.** Motorola may subcontract any portion of the work, but such subcontracting will not relieve Motorola of its duties under this Agreement.

18.4. **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (i) a future or continuing waiver of that same right or power, or (ii) the waiver of any other right or power.

18.5. **SEVERABILITY.** If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.

18.6. **INDEPENDENT CONTRACTORS.** Each party shall perform its activities and duties hereunder only as an independent contractor. The parties and their personnel shall not be considered to be an employee or agent of the other party. Nothing in this Agreement shall be interpreted as granting either party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

18.7. **HEADINGS AND SECTION REFERENCES; CONSTRUCTION.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

18.8. **GOVERNING LAW.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Arizona. The parties must institute and maintain any legal actions or other judicial proceedings arising from this Agreement in a court of competent jurisdiction in Yuma County, Arizona. This Agreement will be governed by the laws of the United States to the extent that they apply.

18.9. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered,

amended, or modified only by a written instrument signed by authorized representatives of both parties. The preprinted terms and conditions found on any City purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each party signs such document.

18.10. NOTICES. Notices required or permitted under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

Motorola, Inc.
Attn: Contracts & Compliance Dept
6450 Sequence Drive
San Diego, CA 92121
fax: (858) 404 2594

CITY
Attn: City Administrator
One City Plaza
P O Box 13014
Yuma, Arizona 85366-3014
fax: (928) 373-5012

and to

Greg Wilkinson
One City Plaza
P O Box 13013
Yuma, Arizona 85366-3013

18.11 COMPLIANCE WITH APPLICABLE LAWS.

18.11.1 Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. City will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist City in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of City in FCC or other matters.

18.11.2 In addition, Motorola must include similar requirements of sub-contractors in any contracts entered into for performance of Motorola's obligations under this Agreement. Motorola agrees not to participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1954, as amended, or engage in conduct declared to be unlawful by Arizona state law. In addition, Motorola must include similar requirements of all sub-contractors in contracts entered for performance of Motorola's obligations under this Agreement

18.12. AUTHORITY TO EXECUTE AGREEMENT. Each party represents to the other that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; (ii) the person executing this Agreement on its behalf has the authority to do so; (iii) upon execution and delivery of this Agreement by the parties, it is a valid and binding Agreement, enforceable in accordance with its terms; and (iv) the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the party. As a condition precedent to the effectiveness of this Agreement and the City's obligations hereunder, Motorola shall provide the City with a fully executed Certificate of Vote in the form provided by the City.

18.13 ATTORNEY FEES AND COSTS. If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees

18.14 ENVIRONMENTAL CONDITIONS. Motorola must comply with all applicable federal, state, and local environmental laws, regulations and ordinances related to the performance of this Agreement. Motorola must defend and indemnify the City for any required remediation and for all liabilities, losses, claims, judgments, fines, or demands arising from injury or death to any person, damage to any real property, or any environmental damage arising out of Motorola's negligent or willful violations of applicable laws, regulations and ordinances.

18.15 TIME OF THE ESSENCE. Time is of the essence in this Agreement. Unless otherwise specifically provided, any consent to delay Motorola's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

18.16 CONFLICT OF INTEREST. This Agreement is subject to the Conflict of Interest provisions of the Arizona Revised Statutes §38-511, as amended.

18.17. SURVIVAL OF TERMS. The following provisions shall survive the expiration or termination of this Agreement for any reason: Sections 4.6 and 4.7 (concerning Software licensing); Section 12 (Disputes); Section 15 (Limitation of Liability); 16.1 (Confidential Information); and 16.2 (Preservation of Motorola's Proprietary Rights).

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19 LIQUIDATED DAMAGES (Phase One Only)

City will suffer unquantifiable financial loss if Motorola fails to achieve System Acceptance of Phase 1 before June 30, 2004. If Motorola fails to achieve System Acceptance of Phase 1 and such failure is caused by Motorola's breach of this Agreement and not by the City or its employees, representatives, or other contractors or by causes beyond Motorola's control, then Motorola shall be liable for and shall pay to City as its sole and exclusive remedy for the 120-day period, the sums hereinafter stipulated, fixed and agreed upon as liquidated damages and not as a penalty, for each calendar day of delay until the work is deemed to be acceptable as specified elsewhere, five hundred dollars (\$500) per day up to a maximum of sixty thousand dollars (\$60,000) beginning on June 30, 2004. If Motorola fails to complete Phase I within 120 days of June 30, 2004 plus any extension of time granted in a change order pursuant to Section 11, City will provide Motorola a notice of default, which will provide for a forty five (45)-day cure period. Liquidated damages shall increase as follows: to seven hundred fifty dollars (\$750.00) per day for fifteen (15) days, then to eight hundred fifty dollars (\$850.00) per day for the next fifteen (15) days, then to one thousand dollars (\$1000.00) per day for the next fifteen days. If Motorola fails to complete Phase I by the end of this one hundred sixty five (165) day period, the City may terminate this Agreement and complete the System through a third party pursuant to the terms of Subsection 13.3. Upon the sole determination of City or City's representative, all or a part of the liquidated damages may be waived. Liquidated damages may be offset against any payments due Motorola by City. These liquidated damages are intended to compensate City for damages caused by such delay. For City to assert a claim for liquidated damages, it must first provide formal written notice to Motorola. This provision is for the benefit of only the City and not for any other party purchasing off this Agreement.

This Agreement is effective on July 23, 2003.

Motorola, Inc.

City of Yuma, a municipal corporation

By: [Signature]
Name: DAN DELANEY
Title: VICE PRESIDENT, SALES
Date: 7/23/2003

By: [Signature]
Name: Robert L. Wagner
Title: City Administrator
Date: 7.23.03

Approved As To Form:

Attest:

By: [Signature]
Steven W. Moore
City Attorney

By: [Signature]
Brigitte K. Stanz
City Clerk

REVIEWED AND APPROVED
AS TO FORM
[Signature] 7-23-03
BOB SELF DATE
MOTOROLA
CONTRACTS AND COMPLIANCE DEPT.

Approved at the City Council Meeting of:
June 4, 2003
City Clerk: [Signature]

**AMENDMENT NUMBER 1
TO
MOTOROLA CONTRACT NO. 03-13042/RES**

WHEREAS, Motorola, Inc. ("Motorola") and the City of Yuma, Arizona ("Yuma" or "Customer") entered into a Communications System Agreement, Motorola Contract No. 03-13042/RES, ("Agreement") for an Integrated Wireless Mobile Data Solution in July 2003; and,

WHEREAS, Motorola and Yuma desire to extend the period during which additional equipment and software may be ordered under the Agreement; and,

WHEREAS, Motorola and Yuma desire to expand the list of products and services which may be ordered under the Agreement,

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

1. Replace the definition of Contract Price in Section 3 with the following:

"Contract Price" means the total purchase price for the products on an order, exclusive of applicable sales or similar taxes.

2. Replace Section 4.4 of the Agreement in entirety with the following:

4.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** Until June 30, 2015, Customer may order additional Equipment or Software, if it is then available, under the terms and conditions of the Agreement. Attachment 1 to this Amendment describes the products that may be purchased pursuant to this Section 4.4 of the Agreement. Each order must refer to this Agreement and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. For avoidance of doubt, System related provisions of the Agreement that shall not apply are: Exhibits B, C and D, Section 4 (except 4.4, 4.6 and 4.7), Sections 5, 6, 7, 8, 9, 10.1, 11.2, 17 and 19. In the event Customer desires to purchase services described in Attachment 1, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly prior to Customer ordering the services. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, and modifications to the acceptance and warranty provisions.

The effective date of this Amendment is April 14, 2010.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 1 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

City of Yuma

BY:



NAME: Gregory K. Wilkinson

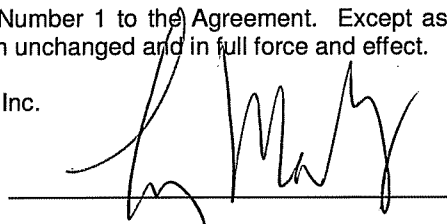
TITLE: City Administrator

DATE:

4/26/10

Motorola, Inc.

BY:



NAME:

LARRY MABRY
MSSI VICE PRESIDENT & DIRECTOR, SALES

TITLE:

DATE:

5/11/2010

Approved as to form:

By

Steven W. Moore, City Attorney

Attest:

Brigitta M. Kuiper, City Clerk

Attachment 1
Amendment 1
Motorola Contract No. 03-13042/RES

City of Yuma

APC	DESCRIPTION	APC Disc%
001	CDM 1550L	30.0%
004	EX SERIES	25.0%
005	PR860	25.0%
008	HT1250 U/V	35.0%
015	FIRE GROUND	5.0%
018	CP150/200	25.0%
019	CM200/CM300	25.0%
039	PADCOM/RADIO IP	5.0%
040	ITSS	15.0%
041	ALPR/MVS	10.0%
075	ONE POINT WIRELESS SUITE	15.0%
085	MOSCAD ACE 3600	15.0%
103	CDM750	30.0%
109	CDM1250	30.0%
112	NEXT GEN INFRASTRUCTURE	15.0%
114	COMPORT	10.0%
117	OUTSOURCED FIXED DATA MOSCAD	15.0%
118	911	10.0%
124	DROPSHIP COMMANDSTAR CONSOLE	12.5%
127	GENERAL INSTALLATION	0.0%
128	INSOURCE	0.0%
129	HEADSETS	30.0%
131	MW CHANNEL BANKS	10.0%
136	MINITOR V	35.0%
137	KMC FOR ASN	0.0%
147	MOTOBIDGE ROUTERS	10.0%
150	EXT WARRANTY	0.0%
153	HPD MODEMS	15.0%
159	RADIUS	10.0%
164	GSM, CDMA & IDEN IN-VEHICLE PHONES	10.0%
169	RADIUS	10.0%
170	ML DOCKING AND MOUNTS	10.0%
171	DP2	15.0%
177	RUGGED HANDHELD	25.0%
177	RUGGED HANDHELD (MC35/MC50)	8.0%
177	MOBILE COMPUTING PROD EXTENDED SVCS	18.0%
185	EXT. WARRANTY	0.0%
186	RADIUS	5.0%
189	CABLE/ACCESSORIES	30.0%
195	INFRASTRUCTURE SOFTWARE	0.0%
201	KVL	15.0%
202	CONSOLE FURNITURE	25.0%
204	XTS2500	15.0%
205	XTS2500 700/800	23.5%
207	SITE EQUIPMENT DROPSHIP	10.0%

Attachment 1
Amendment 1
Motorola Contract No. 03-13042/RES

208	PM	0.0%
209	RSS	0.0%
214	MOSCAD	15.0%
216	GM300 SMARTRUNK	15.0%
218	FIXED STATIONS	20.0%
219	ASSET & CONFIG MGT	0.0%
222	PD GATEWAY	15.0%
224	FIXED DATA PRODUCTS	15.0%
225	DATA SUBS DEVICES	10.0%
228	CONSOLE	25.0%
229	CONSOLE ACCY	10.0%
232	RADIO SOFTWARE SOLUTION	15.0%
242	FIXED DATA NFM DROPSHIP HW	10.0%
246	CP125	25.0%
261	TEST EQUIPMENT	15.0%
262	BRANDED AND OUTSOURCED TEST	0.0%
271	CARRY CASES	20.0%
275	FIXED DATA PRODUCTS	10.0%
276	XTL5000 CONSOLETTTE	20.0%
277	MTC 3600/9600	10.0%
280	ASTRO	20.0%
281	ASTRO	20.0%
286	TRAINING	0.0%
287	VRS	5.0%
291	CDR700	25.0%
3132	DATA SUBS DEVICES	25.0%
320	XTS5000 U/V	18.5%
322	MCC5500	15.0%
328	GOLD ELITE	18.5%
332	CONVENTIONAL FLASHPORT	5.0%
333	DATA APPLICATIONS	15.0%
339	DATA APPLICATIONS	15.0%
343	ML910* DISCONTINUED ITEM	24.0%
362	DUPLEXER	15.0%
371	RSS	5.0%
372	SPEAKER MICS	20.0%
374	ASTRO CONSOLETTES	20.0%
375	DARCOM	10.0%
377	MTC 3600/9600	15.0%
381	RNC 3000	15.0%
382	FIXED SOFTWARE AND LICENCES	10.0%
403	PD CABLES	15.0%
404	GOLD ELITE	18.5%
407	XTS2500 U/V	18.5%
415	MONITORS	10.0%
417	RESALE FIXED ACCY AFTERMARKET	15.0%
424	DIGITAC	15.0%
425	WAN SW	15.0%
430	FLASHPORT SFTWARE UPGRADE	0.0%
442	PR400	25.0%

Attachment 1
Amendment 1
Motorola Contract No. 03-13042/RES

443	MGEG/MCC5500	18.5%
448	QUANTAR	25.0%
461	FSO	0.0%
469	FIXED DATA NFM HW	10.0%
453	LMPS	20.0%
454	RNSG INFRASTRUCTURE	0.0%
462	KVL ASTRO	5.0%
469	NFM PRODUCTS	15.0%
476	SCHAUMBERG DC ACCYS	20.0%
495	PD GATEWAY	10.0%
499	MOSCAD	10.0%
500	XTL5000 CONSOLETTTE	18.5%
503	VRM CABLES	5.0%
508	VRM850	10.0%
509	QUANTAR	25.0%
512	MTR2000	27.0%
514	XTL2500 700/800	20.0%
515	RADIUS PRODUCTS	15.0%
514	XTL2500 U/V	18.0%
519	NETWORK AND SECURITY MGT WARRANTY	0.0%
524	MOTOBRIDGE	15.0%
525	ASTRO TAC/DIU	15.0%
537	QUANTAR	20.0%
547	RADIUS PRODUCTS	15.0%
554	ANTENNA	15.0%
555	RADIUS PRODUCTS	15.0%
556	PAGING OUTSOURCED	5.0%
570	PDR3500	8.5%
577	RADIUS PRODUCTS	15.0%
585	XTL5000 W/O5	18.5%
595	STR	10.0%
606	PTP TO MULTIPOINT (PMP) CANOPY	15.0%
626	PR1500	25.0%
644	ANTENNA	15.0%
647	TRUNKING PRRODUCT SYSTEM	0.0%
655	APX7000	20.0%
656	APX7500	20.0%
672	HT750	35.0%
675	FIXED STATIONS	20.0%
676	FIXED STATIONS	20.0%
680	FIXED STATIONS	20.0%
682	RADUS PRODUCTS	20.0%
683	MOTOMESH/MESH	15.0%
687	XTS1500/PR1500	15.0%
688	PVT DATA SW	0.0%
706	ACCESSORIES	20.0%
708	COMPUTER/MODEMS DROPSHIP	10.0%
721	XTS5000 700/800	18.5%
726	XTL1500 U/V	10.0%
735	DATA SUBS DEVICES	22.0%

Attachment 1
Amendment 1
Motorola Contract No. 03-13042/RES

740	OUTSOURCED CONSOLES	15.0%
742	RADIUS PRODUCTS	0.0%
743	ASTRO TAC/QUANTAR REC	15.0%
744	RADIUS PRODUCTS	0.0%
749	HT1250 U/V	35.0%
772	TECHNICAL SUPPORT	0.0%
775	XTL1500 700/800	20.0%
780	GR500/1225	30.0%
785	CHARGERS/RECONDITIONERS	20.0%
792	WARIS	25.0%
793	CDR700	25.0%
794	CDR500/700	30.0%
795	RADIUS PRODUCTS	20.0%
799	RADIUS PRODUCTS	20.0%
800	SERVICE (WIRELESS VALLEY)	15.0%
811	CRYPTER ENCRYPTION	15.0%
818	RAILROAD MCX SPECTRA	15.0%
823	SSA/UAP	0.0%
832	WLAN PRODUCT & ACCY	25.0%
832	WLAN PROD & EXTENDED SVCS	18.0%
832	TEAM VoWLAN PHONES	10.0%
841	HT1550 LS	35.0%
855	VRM660	10.0%
870	FIXED DATA IRRIGATION PRODUCTS	10.0%
877	ASTRO NETWORK	15.0%
879	AIRMOBILE/TXT MESSAGING	0.0%
947	RAD	15.0%
963	PBN (PRIVATE BROADBAND NETWORKS)	15.0%
980	MSD SUNCOAST MATERIALS	0.0%
981	MSD UTILITIES POWERCOM BUSINESS	0.0%
987	ID MAINTENANCE	0.0%
563	MOTOTURBO MOBILE	5.0%
38	MOTOTURBO MOBILE GPS	5.0%
977	MOTOTURBO PORTABLE 6300/6351	5.0%
37	MOTOTURBO PORTABLE 6500/6550	5.0%
484	MOTOTURBO REPEATER	5.0%
896	TEST EQUIPMENT	0.0%
921	MTX850	30.0%
981	ADC PRODUCTS & SVCS - HANDHELD SCANNERS	25.0%
981	ADC PROD EXTENDED SVCS	18.0%
<p>RELATED RADIO PARTS AND ACCESSORIES Parts and Accessories (Excluding APC: 189, 230, 261, 262, 371, 414, 557, 706, 729, 896, 938, 964) Excluded Products include but are not limited to Test Equipment, Tools, Shop Supplies, Service Aids, Radio Service Software, Customer Programming and Hardware with zero (0)% Discount.</p>		

**AMENDMENT NUMBER 2
TO
MOTOROLA CONTRACT NO. 03-13042/RES**

WHEREAS, Motorola, Inc. ("Motorola") and the City of Yuma, Arizona ("Yuma" or "Customer") entered into a Communications System Agreement, Motorola Contract No. 03-13042/RES, ("Agreement") for an Integrated Wireless Mobile Data Solution in July 2003; and,

WHEREAS, Motorola and Yuma desire to utilize the terms and conditions of the Agreement for the Customer's acquisition of the Yuma Regional Communications System Expansion and Upgrade described in Motorola's December 20, 2010 proposal ("2010 Proposal"); and,

WHEREAS, Motorola and Yuma agree that the terms and conditions of the Agreement, as modified herein, shall be in lieu of those in the Communications System Agreement contained in the 2010 Proposal and that only the Payment Schedule in Exhibit B and the Service Statements of Work in Exhibit D of the Communications System Agreement contained in the 2010 Proposal shall apply to this acquisition;

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

1. For the purpose of this Amendment, the definition of Contract Price in Section 3 is as set forth in the Agreement, before Amendment 1.
2. Replace Exhibit B of the Agreement in entirety with the Payment Schedule set forth in Exhibit B of the Communications System Agreement contained in the 2010 Proposal.
3. Replace Exhibit C of the Agreement in entirety with the System Description, Equipment List, Statement of Work, Project Schedule, Acceptance Test Plan and Pricing Summary set forth in the 2010 Proposal.
4. Exhibit D of the Agreement shall not apply to the 2010 Proposal, except for the last two pages of Exhibit D-2, which shall apply to the Service Statements of Work in the Communications System Agreement contained in the 2010 Proposal. In the event of a conflict between the Service Statements of Work and the last two pages of Exhibit D-2, the Service Statements of Work will take precedence over the last two pages of Exhibit D-2.
5. Exhibit F is replaced in entirety with the 2010 Proposal.
6. Exhibit G is not applicable to the 2010 Proposal.
7. Delete all but the first and fourth sentences of Section 4.1, SCOPE OF WORK.
8. Delete Section 4.3.2.
9. Delete Section 4.9, PERFORMANCE AND PAYMENT BONDS.
10. In Section 6.1, CONTRACT PRICE, the Contract Price is \$2,037,356.70.
11. In Section 13.6, TERMINATION FOR CONVENIENCE, references to Phases II and III are deemed to references to the 2010 Proposal.

The effective date of this Amendment is December 23, 2010.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 2 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.

City of Yuma

Motorola, Inc.

BY: _____

BY: _____

NAME: Jack McArthur

NAME: Mark Schmidt

TITLE: Fire Chief

TITLE: Vice President

DATE: 12-23-2010

DATE: 12-27-2010

Motorola Sales & Services, Inc.

**AMENDMENT NUMBER 3
TO
MOTOROLA CONTRACT NO. 03-13042/RES**

WHEREAS, Motorola Solutions, Inc., formerly known as Motorola, Inc., ("Motorola") and the City of Yuma, Arizona ("Yuma" or "Customer") entered into a Communications System Agreement, Motorola Contract No. 03-13042/RES, ("Agreement") for an Integrated Wireless Mobile Data Solution in July 2003; and,

WHEREAS, Motorola and Yuma desire to expand the list of products and services which may be ordered under the Agreement; and,

WHEREAS, Motorola and Yuma desire to make the pricing and the terms and conditions of this Agreement available for use by other governmental entities,

NOW, THEREFORE, in consideration of the foregoing, the parties agree to amend the Agreement as follows:

1. The following describes the additional products that may be purchased pursuant to Section 4.4 of the Agreement.

APC'S	ECAT Category	% Discount
040	MVX1000	15.0%
481	APX6000	20.0%
527	APX6500	20.0%

2. COOPERATIVE USE OF CONTRACT: The City of Yuma, Arizona has entered into interactive purchasing agreements with other political subdivisions, cities and towns in order to conserve resources, reduce procurement costs, and improve the timely acquisition and costs of goods or services. Motorola, to whom this contract is awarded, may be requested by other parties to said interactive purchasing agreements to extend to those parties the right to purchase goods or services provided by Motorola under this Agreement, pursuant to the terms and conditions stated herein.

This Amendment is effective as of the date last executed below.

BY SIGNING BELOW, both parties hereto accept this Amendment Number 3 to the Agreement. Except as amended herein, all the terms and conditions of the Agreement remain unchanged and in full force and effect.


City of Yuma

BY:

NAME:

TITLE:

DATE:



 NAME: Greg Wilkinson
 TITLE: City Administrator
 DATE: Apr 5, 2011

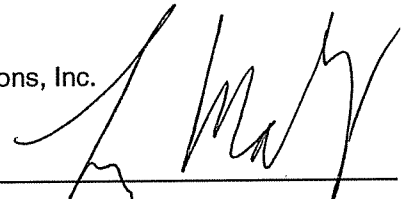
Motorola Solutions, Inc.

BY:

NAME:

TITLE:

DATE:



 NAME: LARRY MABRY
 TITLE: MSSI VICE PRESIDENT & DIRECTOR, SALES
 DATE: 4/1/2011

APPROVED AS TO FORM:

CITY ATTORNEY'S OFFICE
CITY OF YUMA



 ATTORNEY

DATE:

April 5, 2011

ATTEST:



 City Clerk



Motorola Solutions, Inc.
7237 Church Ranch Blvd Suite 406
Westminster, CO 80021

August 5, 2013

Mr. Greg Wilkinson
City Administrator
The City of Yuma
1 City Plaza
Yuma, AZ 85364

Subject: Amendment #4 to Agreement No. 03-13042/RES

Mr. Wilkinson:

Motorola Solutions, Inc. ("Motorola") respectfully submits the enclosed Amendment to the City of Yuma Contract for the purpose of establishing updated discount levels for the City of Yuma and local government jurisdictions (Agencies) in both Yuma and La Paz counties that have a requirement for interoperability with the Yuma Regional Communications System, and allows other cities, towns and government agencies use of this contract in order to conserve resources, reduce procurement costs, and improve the timely acquisition and costs of goods or services.

The current term of this contract is through June 30, 2015, and as you requested, we have added the option to renew for three (3) consecutive terms of 1-year each.

We at Motorola look forward to your response. If you should have any questions, please contact your Motorola Account Manager, Michael Paz at (480) 760-4484.

Sincerely,
MOTOROLA SOLUTIONS, INC.

A handwritten signature in black ink, appearing to read 'Larry Mabry', written in a cursive style.

Larry Mabry
MSSSI Vice President & Director Sales

Amendment Number 4
To
Motorola Contract # 03-13042/RES

This Amendment Number 4 ("Amendment") to the Communications System Agreement, # 03-13042/RES, with an Effective Date of July 23, 2013, and as amended, ("Agreement") by and between the City of Yuma, Arizona ("Yuma"), and Motorola Solutions, Inc., f/k/a Motorola, Inc. ("Motorola") is made this 14th day of ~~July~~, ^{August}, 2013. Yuma and Motorola may be collectively referred to as "Parties" or individually as the "Party" as the context of this Amendment requires.

The Parties agree as follows:

- 1.) The current term of the Agreement is through June 30, 2015. Hereafter, Yuma shall have the option to extend the Agreement for three (3) consecutive terms of one (1) year each upon the giving of thirty (30) days prior written notice prior to the end of the anniversary date of each such one (1) year term.
- 2.) Attachment 1 to Amendment Number 1 and Section 1 of Amendment Number 3 are deleted in their entirety and replaced with the following:

Attachment 1

Discount Schedule by APC Codes

Motorola reserves the right to delete Allied Product Codes (APC) as may be necessary for products that are for whatever reason no longer available.

APC	Product Description	Discount %
002	Real Time Video Intellegence	5.00%
037	MOTOTURBO Portable w/GPS 6500/6550	12.00%
038	MOTOTURBO Mobile GPS	12.00%
039	Outsourced Networks	5.00%
040	MVX1000 In-Car Digital Video Record	5.00%
041	Automatic License Plate Recognition (ALPR)	10.00%
112	GTR8000 Series Equipment	18.00%
115	Commport	20.00%
117	FSA SW	15.00%
118	E911	15.00%
124	MC1000/2000/2500/3000 Desk Sets	28.00%
124	MCC5500 Console	28.00%
129	Misc Accessories	30.00%
129	Command Star Lite	EOL
131	Microwave Channel Banks	10.00%
137	Key Management Controller	5.00%
147	Network Routers	15.00%
152	MBX Dropship - Trunked Interconnect	EOL
153	HPD1000 Modem	10.00%
164	GSM,CDMA, & iDEN In-Vehicle Phones	EOL

170	MW810 Mounting Gear	15.00%
185	Extended Warranty	0.00%
189	Mobile Accessories	20.00%
195	Software Upgrades/Flashport	0.00%
201	KVL	5.00%
202	Gold Elite / MCD5000	25.00%
APC	Product Description	Discount %
205	XTS1500 7/800MHz Portable	21.50%
205	XTS2500 7/800MHz Portable	21.50%
207	Command Star Lite	EOL
207	Site Equipment	10.00%
209	Site Security	EOL
214	Fixed Data Products	10.00%
218	PTP Licensed	15.00%
222	PDG Software	18.50%
224	Point to Point Unlicensed	15.00%
225	Quantar Series Equipment	23.00%
228	Gold Elite	25.00%
229	Logging Recorders	15.00%
229	Furniture	15.00%
261	Parts and Accessories	33.00%
262	Towers	0.00%
271	Carry Cases	30.00%
276	XTL5000 Console	21.50%
277	MTC3600 Controller	18.50%
280	Trunking Products and Systems	18.50%
281	Trunking Products and Systems	18.50%
320	XTS5000 VHF/UHF Portable	21.50%
322	MCC5500 Dispatch Console	15.00%
332	Conventional Flashport	0.00%
360	Quantar Receiver	0.00%
371	Software Upgrades/Flashport	21.50%
372	Console Accessories	30.00%
374	Parts and Accessories	25.50%
375	LTE Products	0.00%
377	MTC3600 Controller	18.50%
382	MOSCAD Software	0.00%
404	Gold Elite Dispatch Consoles	25.00%
417	Site Equipment	0.00%
430	XTS Flash Upgrades	5.00%
443	MGE / MCC7500/MCC 7100/MCC5500	15.00%
454	RNSG Infrastructure Kits and FRUs	21.50%
456	Encryption Kits	21.50%
469	MOSCAD Network Fault Management	10.00%
476	MT Accessories	30.00%

481	APX6000 Portable	25.00%
484	MOTOTURBO Repeater	12.00%
488	Optimized Video Security (OVS)	0.00%
495	Packet Data Gateway Hardware	0.00%
499	MOSCAD	0.00%
500	XTL5000 7/800 Mobile	21.50%
APC	Product Description	Discount %
509	Quantar Fixed Stations	23.00%
514	XTL2500 7/800 Mobile Radios	21.50%
524	MOTOBIDGE	15.00%
525	Comparators	15.00%
527	APX6500 Mobile	25.00%
554	Mobile Accessories	20.00%
562	APX7000XE Portable	25.00%
563	MOTOTURBO Mobile	5.00%
585	XTL5000 VHF/UHF Mobile	21.50%
590	Quantars	0.00%
606	Point to Multi-Point Canopy	N/A - incorrect APC
644	Antennas	30.00%
647	Trunking Products and Systems	0.00%
655	APX7000 Portable	25.00%
656	APX7500 Mobile	25.00%
675	Fixed Stations	0.00%
676	Fixed Stations	EOL
683	Wireless Mobility MESH	15.00%
687	XTS1500 7/800MHz Portable	18.00%
706	Test Equipment	20.00%
708	Computer Hardware and Software	10.00%
708	Motorobridge	10.00%
708	Gold Elite Dispatch Consoles	10.00%
721	XTS5000 7/800MHz Portable	21.50%
736	MW810 Mobile Workstation	10.00%
740	MCC5500 / MIP5000	15.00%
743	Quantars Receivers	15.00%
756	APX6000XE Portable	25.00%
761	APX Consolettes	21.50%
832	Wireless LAN	0.00%
856	Site and Shelters	0.00%
877	Trunking Products and Systems	18.50%
977	MOTOTURBO Portable 6300/6351	12.00%
426	APX400 Portable	25.00%
471	APX4500 Mobile	25.00%
	Related Radio Parts & Accessories	
	Parts & Accessories (Excludes APC, 189, 230, 261, 262,	0.00%

	371, 415, 557, 706, 729, 896, 938, 964)	
453	Portable batteries	30.00%
555	Portable antennas	30.00%
742	Earpieces/headsets	30.00%
	Related Radio Parts & Accessories	
785	Battery maintenance systems/remote speaker mics	30.00%
785	Portable chargers/remote speaker mics	30.00%
795	Portable antennas/chargers	30.00%
798	Portable batteries	30.00%
361	Parts: Parts Manufactured	21.50%
362	Parts: Motorola Proprietary Parts	25.00%
455	Parts: Data Product	25.00%
744	Parts: Motorola Competitive Parts	25.00%
940	Parts: Minitor Parts	25.00%
	(Excluded Products include but are not limited to Test Equipment, Tools, Shop Supplies, Service Aids, Radio Service Software)	0.00%
	Professional Services	
	Installation Services*	
	Dispatch Operations	
	Field Engineering*	
	Project Management Services*	
	MSS Installation Labor Only*	
	After Hour Service Response	
	Field Service Organization Installation Labor Only	
	Motorola SSC Technical Support	
	Infrastructure Repair Service Agreement	
	Infrastructure Repair Agreement	
	Subscriber Maintenance Service Agreement	
	*Excludes Travel & Miscellaneous Expenses	

APC	Product Description	Discount %
051	LTE eNodeB	5.00%
055	LTE eNodeB Termination Equipment	5.00%
066	LTE eNodeB Battery	5.00%
066	LTE eNodeB Antenna & Line	5.00%
053	LTE MME, SGW/PGW	5.00%
054	LTE HSS / PCRF	5.00%
053	LTE OSS	5.00%

055	LTE Networking Equipment	5.00%
056	LTE Device Manager	5.00%
061	LTE PTT	5.00%
059	LTE VoIP	5.00%
063	LTE Priority Management	5.00%
059	LTE MVPN	5.00%
APC	Product Description	Discount %
057	LTE Vehicle Modem	5.00%
058	LTE USB Device	5.00%
065	LTE Handheld	5.00%
226	ISSI/CSSI	10.00%

SUBSCRIBER VOLUME DISCOUNTS

The APX Subscriber quantity discount table below applies to volume purchases made in a single order. The minimum volume quantity can be satisfied with any combination of portable, mobile, and control station radios purchased in a single order.

	1-499	500-1999	2000-4999
APX 7000, 6000, 4000, 3000 Portable XE, Li	25%	28%	32%
APX 7500, 6500, 4500 Mobile XE, Li	25%	28%	32%

Services for programming and preparation of subscribers will be priced according to the scope of services at the time of order.

Accessories for the subscriber radios will be subject to their respective APC discounts.

The APX Subscriber quantity discount does not apply to any Radio Service Options or Plans.

3.) Capitalized terms, unless otherwise specifically defined in this Amendment, have the same meaning attributed to such terms in the Agreement.

4.) Except as expressly stated in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS HEREOF, the Parties have executed this amendment Number 4 as of the date herein above first stated.

City of Yuma, Arizona

Motorola Solutions, Inc. (f/k/a Motorola, Inc.)

By: _____

By: _____

Name: Gregory K. Wilkinson

Name: Larry Mabry

Title: City Administrator

Title: _____
MSSI Vice President & Director Sales

ATTEST:

Anna Bushong
City Clerk



Motorola Solutions, Inc.
7237 Church Ranch Blvd Suite 406
Westminster, CO 80021

June 2, 2015

Mr. Greg Wilkinson
City Administrator
The City of Yuma
1 City Plaza
Yuma, AZ 85364

Subject: Amendment Number 5 ("Amendment") to Communications System Agreement
No. 03-13042/RES ("Agreement")

Mr. Wilkinson:

Motorola Solutions, Inc. ("Motorola") respectfully submits the enclosed Amendment to the Agreement for the purpose of establishing updated discount levels for the City of Yuma and local government jurisdictions ("Agencies") in both Yuma and La Paz counties that have a requirement for interoperability with the Yuma Regional Communications System, and allows other cities, towns and government agencies use of this Agreement in order to conserve resources, reduce procurement costs, and improve the timely acquisition and costs of goods or services.

The current term of the Agreement is through June 30, 2015, and per your request, Motorola agrees to extend the Agreement for the first of three optional extensions through June 30, 2016.

We at Motorola look forward to your response. If you should have any questions, please contact your Motorola Account Manager, Michael Paz at (480) 760-4484.

Sincerely,
MOTOROLA SOLUTIONS, INC.


Larry Mabry
MSSSI Vice President & Director Sales

AMENDMENT NUMBER 5

Vendor



The design, technical, and cost information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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AMENDMENT NUMBER 5

To

Motorola Contract # 03-13042/RES

This Amendment Number 5 ("Amendment") to the Communications System Agreement, # 03-13042/RES, with an Effective Date of July 23, ~~2015~~²⁰¹⁵, and as amended, ("Agreement") by and between the City of Yuma, Arizona ("Yuma"), and Motorola Solutions, Inc., f/k/a Motorola, Inc. ("Motorola") is made this day of June 23, 2015 ("Effective Date"). Yuma and Motorola may be collectively referred to as "Parties" or individually as the "Party" as the context of this Amendment requires.

The Parties agree as follows:

- 1) The current term of the Agreement is through June 30, 2015. Yuma has elected to extend the Agreement for an additional one (1) year term effective upon the Effective Date of this Amendment. Motorola agrees to extend the Agreement for the first of three optional extensions through June 30, 2016.
- 2) Attachment 1 to Amendment Number 1 to the Agreement, Section 1 of Amendment Number 3 to the Agreement, and Attachment 1 of Amendment Number 4 to the Agreement are hereby deleted in their entirety and replaced with the following:



ATTACHMENT 1

Discount Schedule by APC Codes

Motorola reserves the right to delete Allied Product Codes (APC) as may be necessary for products that are for whatever reason no longer available.

Type	APC Code	PRODUCT DESCRIPTION	Discount %
Accessories	115	COMMPORT	32.00%
Accessories	129	MISC. DROPSHIP	32.00%
Accessories	136	MINITOR PRODUCTS	32.00%
Accessories	189	MOBILE ACCESSORIES	32.00%
Accessories	271	CARRY CASES	32.00%
Accessories	291	MOBILE DROPSHIP	32.00%
Accessories	372	SPEAKER MICROPHONES	32.00%
Accessories	414	VISAR ACCY	32.00%
Accessories	452	PAGER, DATE & MISC BATTERY	32.00%
Accessories	453	REPL BATTERIES	32.00%
Accessories	476	SCHAUMBURG DC ACCESSORIES	32.00%
Accessories	505	CALLBOX	32.00%
Accessories	546	MT1000 LOW BAND	32.00%
Accessories	554	MOBILE ANTENNAS	32.00%
Accessories	555	PORTABLE ANTENNAS	32.00%
Accessories	577	LTR Passport Infrastructure	32.00%
Accessories	604	TRUNKED SPECTRA	32.00%
Accessories	617	CLEAR SPECTRA (HIGH) CON	32.00%
Accessories	619	900 DIGITAL ACCESSORIES	32.00%
Accessories	644	MISC. ACCESSORIES	32.00%
Accessories	673	MTX900 PRIVACY PLUS	32.00%
Accessories	706	MOBILE/CONSOLE ACCESSORIES	32.00%
Accessories	742	PORTABLE AUDIO ACCESSORIES	32.00%
Accessories	780	REPEATER EQUIPMENT	32.00%
Accessories	785	CHARGER/RECONDITIONERS	32.00%
Accessories	795	GP/P110 ACCESSORIES	32.00%
Accessories	796	VISAR ACCESSORIES-MT. PL	32.00%
Accessories	798	HT50 ACCESSORIES	32.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Accessories	866	GTX PORTABLE	32.00%
Accessories	402	HT1000/GP900	32.00%
Accessories	432	MTS2000	32.00%
Drop Ship	118	Plant/CML-E911	15.00%
Drop Ship	124	Plant/CML-Dispatch	28.00%
Drop Ship	131	Microwave and Channel Banks	10.00%
Drop Ship	169	LS355/ADVISOR II	10.00%
Drop Ship	183	Signal Boosters	10.00%
Drop Ship	207	Drop Ship Site Equipment	10.00%
Drop Ship	229	Outsourced Logging Recorders	15.00%
Drop Ship	262	Misc. Test equipment	10.00%
Drop Ship	322	Plant/CML-Dispatch	15.00%
Drop Ship	417	Misc. Aftermarket Site Equip.	0.00%
Drop Ship	457	Aftermarket Infrastructure/Antennas	30.00%
Drop Ship	501	Single Sideband	10.00%
Drop Ship	515	Aftermarket Transmission Line	15.00%
Drop Ship	557	LTR Passport Infrastructure	10.00%
Drop Ship	708	Computers and Modems	10.00%
Drop Ship	740	Plant/CML-Dispatch	15.00%
Drop Ship	854	Misc. Test equipment	10.00%
Drop Ship	856	Genwatch	10.00%
Drop Ship	415	Test Equipment Drop Ship	5 / 30%
Drop Ship	329	Site Packages	10.00%
Drop Ship	314	SYMBOL PASSTHRU	10.00%
Infrastructure	039	Outsourced Networks	18.00%
Infrastructure	112	G-Series Products	18.00%
Infrastructure	137	KMF Key Management Facility	18.00%
Infrastructure	147	MND PRODUCTS	18.00%
Infrastructure	153	High Performance Data	18.00%
Infrastructure	222	PDG SOFTWARE	18.00%
Infrastructure	225	QTAR/QTAR RCVR 6809 TRNK	18.00%
Infrastructure	226	Interoperability Solutions	18.00%
Infrastructure	228	CENTRACOM SERIES II	18.00%
Infrastructure	273	ANALOG RECVR/COMPARITOR	18.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Infrastructure	277	SMARTNET CONTROLLER	18.00%
Infrastructure	280	ZONE CONTROLLER MANAGER	18.00%
Infrastructure	281	ZONE MGR USER INTERFACE	18.00%
Infrastructure	328	CENTRACM II ELECT SP	18.00%
Infrastructure	339	OMNITRAK EQUIPMENT	18.00%
Infrastructure	377	PT SHRD TRK CENTRAL CONT	18.00%
Infrastructure	381	Enterprise Terminals SYST	18.00%
Infrastructure	403	RNC 3000 Hardware	18.00%
Infrastructure	404	CENTRACOM MGEG	18.00%
Infrastructure	424	DIGITAC Comparator	18.00%
Infrastructure	443	MCC 7500 Console	18.00%
Infrastructure	448	ANALOG QUANTAR	18.00%
Infrastructure	495	PDG HARDWARE	18.00%
Infrastructure	509	ASTRO QUANTAR	18.00%
Infrastructure	512	MTR 3000 Base Station	18.00%
Infrastructure	524	ASTRO DIU/Motobridge	18.00%
Infrastructure	525	ASTRO COMPARATOR	18.00%
Infrastructure	537	QTAR SZ ASTRO INTELLIRPT	18.00%
Infrastructure	590	QUANTAR QUATRO DIGITAL	18.00%
Infrastructure	593	MTR2000 TRNK DIRECT	18.00%
Infrastructure	595	STR 3000 Base Station	18.00%
Infrastructure	643	MODEMS	18.00%
Infrastructure	729	CONV. FLASHPORT INFRA.	18.00%
Infrastructure	743	ASTRO RECEIVERS	18.00%
Infrastructure	794	PROFESSIONAL FIXED	18.00%
Infrastructure	823	SOFTWARE SUBSCRPT AGMT	18.00%
Infrastructure	877	Master Site Astro	18.00%
Infrastructure	202	Control Centers	18.00%
Infrastructure	226	Interoperability Solutions	18.00%
Infrastructure	275	MOSCAD-L	18.00%
Infrastructure	360	QTAR/QTAR RCVR ASTRO TRK	18.00%
Infrastructure	425	Small Systems HW	18.00%
Infrastructure	647	TRUNKED TERMINAL SOFTWARE	18.00%
Infrastructure	675	QTAR SZ INTELLIREPEATER	18.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Infrastructure	677	QUANTAR RECEIVERS	18.00%
LTE	051	LTE Core Components	10.00%
LTE	052	LTE Core Components	10.00%
LTE	053	LTE Core Components	10.00%
LTE	054	LTE Core Components	10.00%
LTE	055	LTE Core Components	10.00%
LTE	056	LTE Device Manager	10.00%
LTE	057	LTE Vehicle Modem	10.00%
LTE	058	LTE USB Device	10.00%
LTE	059	LTE VoIP	10.00%
LTE	061	LTE PTT	10.00%
LTE	063	LTE Priority Management	10.00%
LTE	065	LTE Handheld	10.00%
LTE	066	LTE Core Components	10.00%
Mobile	001	PASSPORT MOBILE	25.00%
Mobile	019	MARLIN/PM400	25.00%
Mobile	038	MOTOTRBO MOBILE-EXTENDED	12.00%
Mobile	103	WARIS MOBILE PLAIN	25.00%
Mobile	109	WARIS MOBILE POPULAR	25.00%
Mobile	204	RENAISSANCE OPEN	25.00%
Mobile	270	XTS2500 Rebanding	25.00%
Mobile	276	XTL5000 - CONSOLETTTE	25.00%
Mobile	374	ASTRO CONSOLETTTE	25.00%
Mobile	412	CONV ASTRO SPECTRA	25.00%
Mobile	483	MANTARAY	25.00%
Mobile	484	MOTOTRBO REPEATER-CYPHER	12.00%
Mobile	500	XTL5000 7/800 MHZ	25.00%
Mobile	514	XTL2500 7/800 MHZ	25.00%
Mobile	518	XTL2500 UHF/VHF	25.00%
Mobile	526	ASTRO SPECTRA PLUS	25.00%
Mobile	585	XTL5000 UHF/VFH	25.00%
Mobile	624	XTL 2500 Rebanding	25.00%
Mobile	471	APX4500 Mobile	25.00%
Mobile	527	APX6500 Mobile	25.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Mobile	656	APX7500 Mobile	25.00%
Mobile	726	XTL1500	25.00%
Mobile	775	XTL1500	25.00%
Mobile	776	PCR	25.00%
Mobile	792	WARIS MOBILE PREFERRED	25.00%
Mobile	818	SPECTRA RR-CLEANCAB (Railroad)	25.00%
Mobile	921	EXTENDED WARIS	25.00%
Mobile	922	MARLIN/CM200/CM300	25.00%
Mobile	623	MCS2000	25.00%
Mobile	722	TRNK MCS2000	25.00%
Mobile	475	MOTOTRBO TRUNKING MOB	12.00%
Mobile	563	Mototrbo Mobile	12.00%
Mobile	761	APX7500 Consolette	25.00%
Other Subscribers	201	KVL II	5.00%
Other Subscribers	247	MIINS	5.00%
Other Subscribers	462	KLV 3000	5.00%
Other Subscribers	622	SPIRIT GSM	5.00%
Other Subscribers	791	APOLLO	5.00%
Other Subscribers	905	SPIRIT, CDMA, TDMA	5.00%
Parts	261	SERVICE AIDS/SHOP SUPPLIES	33.00%
Parts	361	PAGING MANUFACTURED	21.50%
Parts	362	RPG LOW/MID/HIGH SRCD	25.00%
Parts	371	RADIO SUBSCRIPTION SOFTW	21.50%
Parts	454	RNSG INFRA SOURCED	21.50%
Parts	455	DATA SUBSCRIBER	25.00%
Parts	456	RPG LOW/MID/HIGH MANU	21.50%
Parts	744	MISC SUBSCRIBER/INFRASTRUCTURE	25.00%
Parts	940	MINITOR PARTS	25.00%
Portable	004	AOBA-MINNOW	25.00%
Portable	005	CHIEF/PR860	25.00%
Portable	008	PASSPORT PORTABLE	25.00%
Portable	018	GUPPY/CP200	25.00%
Portable	158	RDX	25.00%
Portable	256	Vehicular Adaptor XTVA	25.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Portable	332	CONV. FLASHPORT SUBSCR.	0.00%
Portable	430	FLASHPORT SFTWR UPGRADE	0.00%
Portable	442	PIRANHA/PR400	25.00%
Portable	570	PORT REPEATER PDR3500	25.00%
Portable	626	STINGRAY PORTABLE	25.00%
Portable	654	Covert Portable XTS4000	25.00%
Portable	481	APX 6000 Mackinaw	25.00%
Portable	655	APX Portable	25.00%
Portable	672	WARIS PORT POPULAR	25.00%
Portable	687	XTS1500	25.00%
Portable	749	WARIS PORT PREFERRED	25.00%
Portable	841	WARIS PORT PRIME	25.00%
Portable	977	MOTOTRBO PORTABLE-PLAIN	12.00%
Portable	205	XTS2500 Stingray (700/800MHZ)	25.00%
Portable	320	XTS5000 UHF/VHF	25.00%
Portable	407	XTS 2500 UHF R1/R2 AND VHF	25.00%
Portable	721	XTS5000 700/800	25.00%
Portable	426	APX Portable	25.00%
Portable	756	APX6000XE	25.00%
Portable	755	APX6000 Basic	25.00%
Portable	652	APX6500 Basic	25.00%
Portable	777	MOTOTRBO TRUNKING PORT	12.00%
Portable	065	LEX 700	10.00%
Portable	037	MOTOTRBO PORTABLE-DISPLAY	12.00%
Portable	027	BPR40	12.00%
Portable	562	MACKINAW PORTABLE	25.00%
Public Safety	002	Real Time Video Intelligence	5.00%
Public Safety	020	PSA 3RD PARTY HARDWARE/SOFTWAR	10.00%
Public Safety	333	PREMIER CAD SOFTWARE	15.00%
Public Safety	370	NetRMS	10.00%
Public Safety	548	PSA MOT PROF SVCS (INCL MCNS)	0.00%
Public Safety	659	PSA 3RD PARTY PROF SERVICES	0.00%
Public Safety	702	CAD Software Maintenance	10.00%
Public Safety	850	MOBILE APPS MAINTENANCE	10.00%



Type	APC Code	PRODUCT DESCRIPTION	Discount %
Public Safety	879	MOBILE APPS SOFTWARE	10.00%
Public Safety	985	PSA SYST DISCOUNT	10.00%
Public Safety	279	Records Management Software	10.00%
Public Safety	330	Jail Management Software	10.00%
Public Safety	608	Net RMS Software	10.00%
Public Safety	983	Records Management Maintenance	10.00%
WBSO	039	RADIO IP	5.00%
WBSO	040	MVX1000 In Car Digital Video	5.00%
WBSO	041	Automatic License Plate Recognition Solutions (ALPR)	10.00%
WBSO	075	Wireless Valley Software	15.00%
WBSO	085	MOSCAD ACE 3600	15.00%
WBSO	117	OUT-SOURCED FIXED DATA	15.00%
WBSO	170	MW810 Mounting Gear	15.00%
WBSO	218	Orthogon Licensed/PTP	15.00%
WBSO	214	MOSCAD	10.00%
WBSO	224	PTP-ORTHOGEN	15.00%
WBSO	342	ALARM AND CONTROL SYSTEM	10.00%
WBSO	382	Fixed Data Software and Licens	0.00%
WBSO	469	NFM PRODUCTS	10.00%
WBSO	508	VRM600	10% / 18.5%
WBSO	606	Canopy	15.00%
WBSO	680	DATA BASE STATION	25.00%
WBSO	683	MESH NETWORKS - SOLO	15.00%
WBSO	683	MESH NETWORKS - QUATTRO	15.00%
WBSO	683	MESH NETWORKS - MESHCAM	15.00%
WBSO	683	MESH NETWORKS - DUO	15.00%
WBSO	736	MW810 Mobile WorkstationMW810	10.00%
WBSO	800	Wireless Valley Maintenance	15.00%
WBSO	811	CRYPTR Encryption	15.00%
WBSO	832	SYMBOL - WLAN	0.00%
WBSO	832	WLAN Ports & AP's	25.00%
WBSO	870	IRRIGATION PRODUCTS	10.00%
WBSO	947	BROADBAND PERIPHERALS	15.00%
WBSO	963	TUT	15.00%

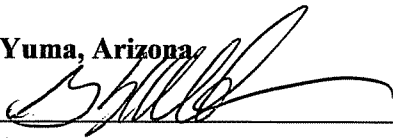


Type	APC Code	PRODUCT DESCRIPTION	Discount %
WBSO	981	G&PS - ADC	10.00%
WBSO	177	Industrial Mobile Computing (MC70,MC9000, Wearables,ADC)	25.00%
WBSO	177	Industrial Mobile Computing (MC70,MC9000, Wearables,ADC)	25.00%
WBSO	177	Enterprise Mobile Computing	25.00%
WBSO	002	Real Time Video Intelligence (RtVI) - Video Streaming	10.00%
WBSO	040	MVX1000 In Car Digital Video	15.00%
WBSO	041	Automatic License Plate Recognition Solutions (ALPR)	10.00%
WBSO	065	Handheld device	10.00%
WBSO	488	Optimized Video Security (OVS)	0.00%
WBSO	499	Moscad-M & Alarm	0.00%
WBSO	855	VRM/PRM 660	10.00%
WBSO	080	Real Time Crime Center (ILPS)	10.00%
WBSO	660	WAVE	10.00%
WBSO	892	WAVE	10.00%
WBSO	904	Cambium Backhaul Equipment	15.00%
WBSO	906	Cambium Backhaul Equipment	15.00%
WBSO	907	Cambium Backhaul Equipment	15.00%
WBSO	908	Cambium Backhaul Equipment	15.00%
WBSO	910	Cambium Backhaul Equipment	15.00%
Service	293	MAINTENANCE CONTRACT	To be determined by a Statement of Work
Service	390	NETWORK AND PERFORMANCE MGMT	To be determined by a Statement of Work
Service	451	DATA REPAIR SERVICES	To be determined by a Statement of Work
Service	461	INSTALLATION SERVICES (FSO)	\$1,200 per man per day
Service	556	SYMBOL DEPOT OPERATIONS	5.00%
Service	670	SYSTEM INTEG/PROGRAM MGMT	\$1,200 per man per day
Service	702	PREMIER CAD MAINTENANCE	To be determined by a Statement of Work
Service	773	ESS CONTRACTS	To be determined by a Statement of Work
Service	984	LOCAL TECHNICAL SUPPORT	\$1,200 per man per day
Service	989	NETWORK AIRTIME	To be determined by a Statement of Work
Service	185	ESP/ENTENDED WARRANTY	25.00%


- 1) Capitalized terms, unless otherwise specifically defined in this Amendment, have the same meaning attributed to such terms in the Agreement.
- 2) Except as expressly stated in this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

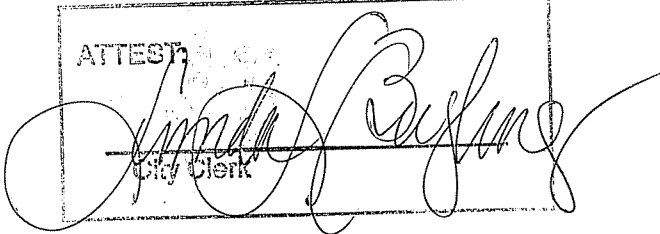
IN WITNESS HEREOF, the Parties have executed this Amendment Number 5 as of the date herein above first stated.

City of Yuma, Arizona

By: 
Name: Gregory K. Wilkinson
Title: City Administrator

Motorola Solutions, Inc.

By: 
Name: Larry Mabry
Title: MSSSI Vice President & Director Sales

ATTEST

City Clerk



Governor Douglas A. Ducey

State of Arizona



Director Gilbert M. Orrantia

Department of Homeland Security

December 18, 2015

Acting Chief Victor Figueroa
San Luis Police Department
P.O. Box 3720
San Luis, AZ 85349-3720

Subject: FFY 2014 Homeland Security Grant Program Award-REALLOCATION
Subgrantee Agreement Number: **140430-03**
Project Title: **FY15 Interoperability Replacement Program**

Dear Acting Chief Victor Figueroa:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**FY15 Interoperability Replacement Program**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$21,600**. The grant performance period is **January 1, 2016 through July 31, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if fallout funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Two Subgrantee Agreements (enclosed).
2. Project Administration Page (enclosed).
3. NIMS Compliance Certification (enclosed).
4. Environmental and Historic Preservation (EHP) required documentation (if applicable, see attached EHP Designation Letter).

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, 3 and 4 (if applicable) above is not signed and received by AZDOHS on or before February 29, 2016 this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

- Quarterly programmatic reports must be submitted on the most recent form/template.
- If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- Subgrantees must adhere to the Title VI of the Civil Rights Act of 1964 requirements.
- Subgrantees are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year. The AZDOHS reserves the right to manage this agreement in any way it deems necessary, including withholding of reimbursement payments, or future subgrantee agreements, until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- Reimbursements are limited to approved quantities and funding thresholds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, comply to the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide

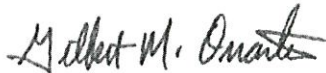
Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide also as approved by the SIEC.

- All projects that support training initiatives including FEMA approved/state sponsored training must be in compliance with grant guidance, the subgrantee agreement, and approved through the ADEM/AZDOHS training request process prior to execution of training.
- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- All projects that support exercises must be:
 - In compliance with grant guidance and the subgrantee agreement.
 - Must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit.
 - All exercises, documentation and After Action Reports/Improvement Plans (AAR/IP) must be posted via the HSEEP Toolkit within 60 days after completion of an exercise.
 - Within 60-days of completion of an exercise, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- Subgrantees are subject to the AZDOHS Site Monitoring Program
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Police Administrator Andrea Moreno

Attachments: Project Administration Page, EHP Designation Letter, Application Summary Page, Budget Narrative page(s)

SUBGRANTEE AGREEMENT-REALLOCATION

14-AZDOHS-HSGP-140430-03

Between

The Arizona Department of Homeland Security
And

San Luis Police Department

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

San Luis Police Department

(subrecipient) for services under the terms of this Grant Agreement.

I. **PURPOSE OF AGREEMENT**

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. **TERM OF AGREEMENT, TERMINATION AND AMENDMENTS**

This Agreement shall become effective on **January 1, 2016** and shall terminate on **July 31, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. **DESCRIPTION OF SERVICES**

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled "**FY15 Interoperability Replacement Program**"

and funded at **\$21,600** (as may have been modified by the award letter).

IV. **MANNER OF FINANCING**

The AZDOHS shall:

- a) Provide up to **\$21,600** to the subrecipient for services provided under Paragraph III.
- b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. FISCAL RESPONSIBILITY

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. FINANCIAL AUDIT/PROGRAMATIC MONITORING

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with OMB Circular #A-133 ("Audits of States, Local Governments, and Non-profit Organizations") if the subrecipient expends more than \$500,000 from Federal awards. If the subrecipient has expended more than \$500,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipients fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. APPLICABLE FEDERAL REGULATIONS

The subrecipient must comply with the Funding Opportunity Announcement (FOA), Office of Management and Budget (OMB) Circulars, Code of Federal Regulations (CFR) and other Federal guidance including but not limited to:

- a) 44 CFR Chapter 1, Federal Emergency Management Agency, Department of Homeland Security at www.gpo.gov/fdsys/pkg/CFR-2007-title44-vol1/content-detail.html
- b) 2 CFR 225 Cost Principles for State, Local & Indian Tribal Governments (A-87 OMB Circular), at www.gpo.gov/fdsys/pkg/CFR-2007-title2-vol1/content-detail.html.
Cost Principles: 2 CFR Part 225, State and Local Governments; 2 CFR Part 220, Educational Institutions; 2 CFR Part 230, Non-Profit Organizations; Federal Acquisition Regulation Subpart 31.2, Contracts with Commercial Organizations. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, at www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.
- c) 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (formerly OMB Circular A-102), at origin www.gpo.gov/fdsys/pkg/CFR-2010-title44-vol1/pdf/CFR-2010-title44-vol1-part13.pdf . U.S.

Department of Homeland Security Authorized Equipment List (AEL), at www.llis.dhs.gov/knowledgebase/authorizedequipmentlist.

- d) 2 CFR Part 215, Uniformed Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.
- e) 28 CFR applicable to grants and cooperative agreements, including Part 18, Office of Justice Programs Hearing and Appeal Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination; Equal Employment Opportunities; Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66, Uniform Administrative Requirements for Grants and Co-operative Agreements to State and local Government. This CFR can be found at <http://www.gpo.gov/fdsys/pkg/CFR-2001-title28-vol1/content-detail.html>.
- f) Where applicable and with prior written approval from AZDOHS/DHS/FEMA, program subgrantees using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers employed directly at the work-site no less than the prevailing wages and fringe benefits paid on projects of a similar character. Additional information, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Funding Opportunity Announcement (FOA).

Environmental Planning and Historic Preservation

The subrecipient shall comply with all applicable Federal, State, and Local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Subrecipient shall not undertake any project having the potential to impact EHP resources without the prior approval of AZDOHS/FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Subrecipient must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground disturbing activities occur during project implementation, the subrecipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Procurement and construction activities shall not be initiated prior to the full environmental and historic preservation review and approval.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement

policies of the subrecipient and 44 CFR Chapter 1, Part 13; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the state rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in the OMB Circulars, Code of Federal Regulations, DHS Guidance/FOA, and DHS Program Guidance. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which in the opinion of the subrecipient may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: www.gao.az.gov.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) procurement agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website, www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable FOA. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) Toolkit for exercise design, development and scheduling. Subrecipient agrees to:

- a) Submit the HSEEP Toolkit Exercise Summary to AZDOHS with all Exercise Reimbursement Requests.
- b) Post all exercises, documentation and After Action Reports/Improvement Plans via the HSEEP Toolkit.
- c) Within 60 days of completion of an exercise, or as prescribed by the most recent HSEEP guidance, the exercise host subrecipient is required to upload the AAR/IP into the HSEEP Toolkit and email the AAR/IP to the local County Emergency Manager, the FEMA Region IX Exercise POC, HSEEP@dhs.gov, the AZDOHS Strategic Planner, and the Arizona Department of Emergency Management (ADEM) Exercise Officer.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the FOA, grant application, and Code of Federal Regulations (44 CFR 13.32). The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Theft, destruction, or loss of property shall be reported to the AZDOHS immediately.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$300 (Three Hundred Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.

- d) A physical inventory of the Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subgrantee, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance. If the subgrantee is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars, Code of Federal Regulations, authorized equipment lists and guidance documents referenced above.

- a) The subrecipient agrees that grant funds are not to be expended for any indirect costs that may be incurred by the subrecipient for administering these funds.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable FOA.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions."

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

- a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed

- b) Quarterly Programmatic Reports are due:
January 15 (period October 1– December 31)
April 15 (period January 1 – March 31)
July 15 (period April 1 – June 30)
October 15 (period July 1 – September 30)
- c) Final Quarterly Report:
The final quarterly report is due no more than fifteen (15) days after the end of the performance period. The Property Control Form and Grant Funded Typed Resource Report are due with the final quarterly report (if applicable).
- d) Property Control Form – if applicable:
The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly report.
 - a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance.
- e) The Grant Funded Typed Resource Report – if applicable:
The subrecipient shall email the AZDOHS Strategic Planner a copy of the Grant Funded Typed Resource Report with the final quarterly report. The Grant Funded Typed Resource Report and instructions are located at www.azdohs.gov/Grants/.
- f) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursements requests are only required when expenses have been incurred. Reimbursements shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than the forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc...or in person. Reimbursements submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding sentence. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Compliance with Funding Opportunity Announcement

The recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FOA.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Debarment and Suspension

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

Article P - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information

that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article Q - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf

and

http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article R - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article S - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article T - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances – Non-Construction Programs. Certain assurances in this form may not be applicable to your project or program, and the awarding agency may require applicants to certify to additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements that apply to DHS award recipients originate from two sources:

- Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the “A-102 Common Rule”). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
- OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant or cooperative agreement originate from one of the following sources:

- OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
- OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225.
- OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

- OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Article U - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article V - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article W - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article X - Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article Y - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Z - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article AA - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AB - Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed

matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONING OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s) the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.

- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: **"Purchased with funds provided by the U.S. Department of Homeland Security."**
- d) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- e) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Citizen Corps Program, Operation Stonegarden, and Metropolitan Medical Response System).



Governor Douglas A. Ducey

State of Arizona Department of Homeland Security



Director Gilbert M. Orrantia

September 11, 2015

Chief James Neujahr
San Luis Police Department
P.O. Box 3720
San Luis, AZ 85349-3720

Subject: FFY 2015 Homeland Security Grant Program Award
Subrecipient Agreement Number: **150405-01**
Project Title: **FY15 Interoperability Replacement Program**

Dear Chief James Neujahr:

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been partially awarded. The project titled "**FY15 Interoperability Replacement Program**" has been **partially funded** under the STATE HOMELAND SECURITY GRANT PROGRAM for **\$21,600**. The grant performance period is **October 1, 2015 through September 30, 2016**. **Enclosed are modified Budget Narrative pages that identify approved funding elements**. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). Your application will be kept on file for additional funding consideration if reallocation funding becomes available.

To initiate the award process, the following action items must be completed, signed and returned to AZDOHS:

1. Project Administration Page (enclosed).
2. Environmental and Historic Preservation (EHP) required documentation, if applicable (see enclosed EHP Designation Letter).
3. Two Subrecipient Agreements - go to www.azdohs.gov under Grants and download two original Subrecipient Agreements.
4. NIMS Compliance Certification - go to www.azdohs.gov under Grants and download one original certification.

Hard copies of the Subrecipient Agreement and NIMS Compliance Certification will **not** be mailed to you. These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2 (if applicable), 3 and 4 above is not signed and received by AZDOHS on or before January 31, 2016, this award is rescinded and the funds will be reallocated.**

Additional grant requirements:

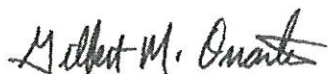
- Reimbursements are limited to approved quantities and funding thresholds.
- If your project requires an Environmental and Historic Preservation (EHP) review; this must be completed, submitted and **approved** by FEMA/AZDOHS prior to any expenditure of funds.
- All radio equipment purchased with Homeland Security funds should be P25 capable, comply with SAFECOM Guidance, and the Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (SIEC), and be programmed in accordance with the Arizona State Interoperable Priority Programming Guide.
- Subrecipients are subject to the AZDOHS Site Monitoring Program.
- Quarterly programmatic reports must be submitted on the most recent form/template available on the AZDOHS website.

- Consultants/Trainers/Training Providers costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS.
- Terrorism Liaison Officer (TLO) Chemical, Biological, Radiological, Nuclear and Explosive (CBRNE) Response Vehicles purchased with Department of Homeland Security Grant Program funding must be assigned to and used by certified TLOs working with the Arizona Counter Terrorism Information Center (ACTIC).
 - Persons receiving TLO vehicles shall be available to respond to incidents and events on a "call out" basis and shall be available for regional and statewide deployment for TLO operations and training.
 - TLO equipment and/or services purchased or maintained with Department of Homeland Security Grant Program funding will be assigned to and used by certified TLOs working with the ACTIC TLO Program. This equipment may include: radios, computers, cell phones, cellular and satellite service fees, open source data services, cameras, GPS devices and any other equipment needed to complete the TLO mission.
- All reimbursements for personnel costs must be in compliance with AZDOHS Time and Effort Reporting requirements available on the AZDOHS website.
- Subrecipients are either required to submit an electronic copy of their annual A133 Audit or a statement stating that they were not required to complete an audit to AZDOHS each year to audits@azdohs.gov. The AZDOHS reserves the right to withhold reimbursement payments or future subrecipient agreements until the A133 Audit or statement has been received and, if applicable, an approved action plan for compliance has been completed.
- The FFY 2015 federal award date as indicated in the U.S. DHS award package is 8/10/2015 with a total amount of funding of \$21,768,000. The Federal Award Identification Number is EMW-2015-SS-00084-S01.
- AZDOHS reserves the right to request additional documentation at any time.

If you should have any questions, please do not hesitate to contact your Strategic Planner.

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Gilbert M. Orrantia
Director

Cc: Police Administrator Andrea Moreno

Attachments: Project Administration Page, Application Summary Page, Budget Narrative page(s), EHP Designation Letter

This form is to be signed and returned.

Grant #: **150405-01** Subrecipient: **San Luis Police Department**

Project Title: **FY15 Interoperability Replacement Program**

Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

1. Unit of Government: **San Luis Police Department**

Point of Contact: **Police Administrator Andrea Moreno**

Subrecipient Address:

Street: **P.O. Box 3720**

City/State/Zip: **San Luis, AZ 85349-3720**

Head of Agency: **Chief James Neujahr**

Authorized individual has delegated authority to make application on behalf of the agency.

Phone#: **928-341-2420**

E-mail Address: **jneujahr@cityofsanluis.org**

2. Organizational Type: **Local Government / Municipality**

3. Region or Entity: **South Region**

4. Initiative Title: **Strengthen Interoperable Communications Capabilities**

5. Total Dollar Amount Requested: **\$64,800** Total Dollar Amount Awarded: **\$21,600**

This form is to be signed and returned.

This form is to be signed and returned.

Grant #: **150405-01** Subrecipient: **San Luis Police Department**

Project Title: **FY15 Interoperability Replacement Program**
Grant Program: **STATE HOMELAND SECURITY GRANT PROGRAM**

APPROVAL PROCESS

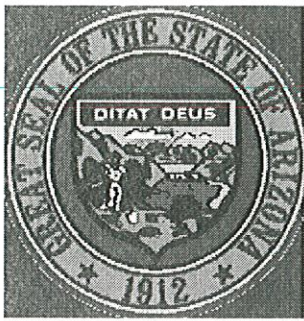
The signatures below verify the submission/approval process. All parties signify that all aspects of this project are allowable, reasonable and justifiable in accordance with published federal grant guidelines and the Subrecipient Agreement. The signatures indicate the subrecipient agrees to the additional grant requirements outlined in the award letter. The signatures confirm the acceptance that the funding amounts and quantities are limited to the amounts and quantities approved and awarded on the Application Summary and Budget Narrative page(s) (Equipment, Training, Exercise, Planning, Organization, M&A, if applicable) as provided in the award letter attachments.

Subrecipient Project Point of Contact	Police Administrator Andrea Moreno		
	_____	_____	_____
	Print Name	Signature	Date
AZDOHS Staff			
	_____	_____	_____
	Print Name	Signature	Date

Award Funded as follows:

	Requested Totals	Recommended Totals	Awarded Totals
Equipment	\$64,800	\$21,600	\$21,600
Training	\$ 0	\$ 0	\$ 0
Exercise	\$ 0	\$ 0	\$ 0
Planning	\$ 0	\$ 0	\$ 0
M & A	\$ 0	\$ 0	\$ 0
Organization	\$ 0	\$ 0	\$ 0
Award Total	\$64,800	\$21,600	\$21,600

This form is to be signed and returned.



STATE OF ARIZONA

Department of Homeland Security 2015 STATE HOMELAND SECURITY GRANT PROGRAM PROJECT DETAIL

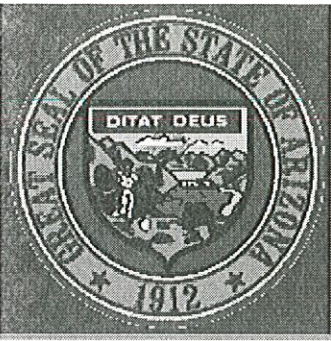
San Luis Police Department

150405-01

Application Summary

Award Funded As Follows:

	<i>Requested Amounts</i>	<i>Recommended Amounts</i>	<i>Awarded Amounts</i>
<i>Equipment</i>	\$64,800.00	\$21,600.00	\$21,600.00
<i>Training</i>	\$0.00	\$0.00	\$0.00
<i>Exercise</i>	\$0.00	\$0.00	\$0.00
<i>Planning</i>	\$0.00	\$0.00	\$0.00
<i>M & A</i>	\$0.00	\$0.00	\$0.00
<i>Organization</i>	\$0.00	\$0.00	\$0.00
<i>Award Totals</i>	\$64,800.00	\$21,600.00	\$21,600.00



STATE OF ARIZONA
 Department of Homeland Security

**2015 STATE HOMELAND SECURITY GRANT PROGRAM
 PROJECT DETAIL**

San Luis Police Department

150405-01

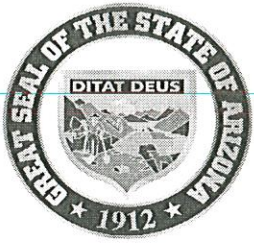
Equipment - Budget Narrative

Budget Description: List each item from your budget worksheet pages in the same order in which they are listed on the proceeding page. For Equipment, each Allowable Equipment Category (PPE, Interoperable Communications, Detection, etc.) must be listed. Under the federal guidelines "Equipment" has been defined as any single item that has a value of more than 5,000 and a life expectancy greater than a year. However, for this budget narrative please be sure to include any and all items that can be found on the AEL. Please be sure to provide a brief description of each item and how each item will be utilized. Equipment cost estimates must be listed. For each item of equipment, list the Authorized Equipment List (AEL) Item Number. The most current AEL can be found on line at the Responder Knowledge Base at the following website: www.rkb.us. If "Other Authorized Equipment" was annotated, specify the equipment here. All equipment associated with this grant must be listed on this page only. If you have any questions or concerns regarding the AEL, please feel free to contact Michael Stidham at mstidham@azdohs.gov.

Brief Description and Utilization:	15 portable radios, P25 Portable 700/800 MHz radios for use in interoperable communications with other county public safety agencies. To replace 15 unsupported portable radios.
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AEL #	Item Description	Quantity	Cost	Total Cost	AZDOHS Approved	Approved Quantity	Approved Cost
06CP-01-PORT	P25 Portable 700/800 MHz radio	15	\$4,320.00	\$64,800.00	Nicole Schwegler	5	\$21,600.00

Totals For San Luis Police Department Contract Number 150405-01 *Requested* \$64,800.00 *Approved* \$21,600.00



Governor Douglas A. Ducey



Director Gilbert M. Orrantia

State of Arizona Department of Homeland Security

FFY 2015

Dear Stakeholder:

The project that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded.

Please be advised, all projects require an Environmental and Historic Preservation review. Your project has been reviewed and it has been determined to have no potential impact to environmental or historic concerns. No further EHP review is required unless you modify the project and it is approved by AZDOHS. If you need further clarification please contact Michael Stidham at (602) 542-7041 or mstidham@azdohs.gov with AZDOHS for further information regarding the EHP specific requirements for your award.

As stated in the subrecipient agreement:

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

SUBRECIPIENT AGREEMENT

15-AZDOHS-HSGP-150405-01

Enter Subrecipient Agreement Number Above (e.g., 150xxx-xx)

Between

**The Arizona Department of Homeland Security
And
San Luis Police Department**

Enter the Name of the Subrecipient Agency Above

WHEREAS, A.R.S. § 41-4254 charges the Arizona Department of Homeland Security (AZDOHS) with the responsibility of administering funds.

THEREFORE, it is agreed that the AZDOHS shall provide funding to the

San Luis Police Department

Enter the Name of the Subrecipient Agency Above

(subrecipient) for services under the terms of this Subrecipient Agreement.

I. PURPOSE OF AGREEMENT

The purpose of this Agreement is to specify the responsibilities and procedures for the subrecipient's role in administering homeland security grant funds.

II. TERM OF AGREEMENT, TERMINATION AND AMENDMENTS

This Agreement shall become effective on **October 1, 2015** and shall terminate on **September 30, 2016**. The obligations of the subrecipient as described herein will survive termination of this agreement.

III. DESCRIPTION OF SERVICES

The subrecipient shall provide the services for the State of Arizona, Arizona Department of Homeland Security as approved in the grant application titled

“ FY15 Interoperability Replacement Program ”

Enter Title of Application Above

and funded at **\$ 21,600** (as may have been modified by the award letter).

Enter Funded Amount Above

IV. MANNER OF FINANCING

The AZDOHS shall under the U.S. Department of Homeland Security grant #EMW-2015-SS-00084-S01 and CFDA #97.067:

a) Provide up to **\$ 21,600** to the subrecipient for services provided under Paragraph III. Enter Funded Amount Above

b) Payment made by the AZDOHS to the subrecipient shall be on a reimbursement basis only and is conditioned upon receipt of proof of payment and applicable, accurate and complete reimbursement documents, as deemed necessary by the AZDOHS, to be submitted by the subrecipient. A listing of acceptable documentation can be found at www.azdohs.gov. Payments will be contingent upon receipt of all reporting requirements of the subrecipient under this Agreement.

V. **FISCAL RESPONSIBILITY**

It is understood and agreed that the total amount of the funds used under this Agreement shall be used only for the project as described in the application. Any modification to quantity or scope of work must be preapproved in writing by the AZDOHS. Therefore, should the project not be completed, the subrecipient shall reimburse said funds directly to the AZDOHS immediately. If the project is completed at a lower cost than the original budget called for, the amount reimbursed to the subrecipient shall be for only the amount of dollars actually spent by the subrecipient in accordance with the approved application. For any funds received under this Agreement for which expenditure is disallowed by an audit exemption or otherwise by the AZDOHS, the State, or Federal government, the subrecipient shall reimburse said funds directly to the AZDOHS immediately.

VI. **FINANCIAL AUDIT/PROGRAMMATIC MONITORING**

The subrecipient agrees to terms specified in A.R.S. § 35-214 and § 35-215.

- a) In addition, in compliance with the Federal Single Audit Act (31 U.S.C. par. 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the subrecipient must have an annual audit conducted in accordance with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) if the subrecipient expends more than \$750,000 from Federal awards. If the subrecipient has expended more than \$750,000 in Federal dollars, a copy of the subrecipient's audit report for the previous fiscal year and subsequent years within the period of performance is due annually to AZDOHS within nine (9) months of the subrecipient's fiscal year end.
- b) Subrecipients will be monitored periodically by the AZDOHS staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and on-site monitoring visits. Monitoring can involve aspects of the work involved under this contract including but not limited to the review and analysis of the financial, programmatic, equipment, performance, and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

VII. **APPLICABLE FEDERAL REGULATIONS**

The subrecipient must comply with the Notice of Funding Opportunity (NOFO) Office of Management and Budget Code of Federal Regulations (CFR) 2 CFR 200: Uniform Guidance. The NOFO for this program is hereby incorporated into your award agreement by reference. By accepting this award, the subrecipient agrees that all allocation and use of funds under this grant will be in accordance with the requirements contained in the NOFO.

Where applicable and with prior written approval from AZDOHS/DHS/FEMA, HSGP Program recipients using funds for construction projects must comply with the *Davis-Bacon Act* (40 U.S.C. 3141 *et seq.*). Recipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state in which the work is to be performed. Additional information regarding compliance with the *Davis-Bacon Act*, including Department of Labor (DOL) wage determinations, is available from the following website <http://www.dol.gov/compliance/laws/comp-dbra.htm>.

Included within the above mentioned guidance documents are provisions for the following:

National Incident Management System (NIMS)

The subrecipient agrees to remain in compliance with National Incident Management System (NIMS) implementation initiatives as outlined in the applicable Notice of Funding Opportunity (NOFO).

Environmental Planning and Historic Preservation

The subrecipient shall comply with Federal EHP regulations, laws and Executive Orders as applicable. Subrecipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. DHS/FEMA will not fund projects that are initiated without the required EHP review.

Additionally, all recipients are required to comply with DHS/FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1, Environmental Planning and Historic Preservation Policy Guidance, and FP 108.24.4, Environmental Planning and Historical Preservation Policy.

Consultants/Trainers/Training Providers

Billings for consultants/trainers/training providers must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Consultant/trainer/training provider costs must be within the prevailing rates; must be obtained under consistent treatment with the procurement policies of the subrecipient and 2 CFR 200; and shall not exceed the maximum of \$450 per day per consultant/trainer/training provider unless prior written approval is granted by the AZDOHS. In addition to the per day \$450 maximum amount, the consultant/trainer/training provider may be reimbursed reasonable travel, lodging, and per diem not to exceed the State rate. Itemized receipts are required for lodging and travel reimbursements. The subrecipient will not be reimbursed costs other than travel, lodging, and per diem on travel days for consultants/trainers/training providers.

Contractors/Subcontractors

The subrecipient may enter into written subcontract(s) for performance of certain of its functions under the contract in accordance with terms established in 2 CFR 200 and the NOFO. The subrecipient agrees and understands that no subcontract that the subrecipient enters into with respect to performance under this Agreement shall in any way relieve the subrecipient of any responsibilities for performance of its duties. The subrecipient shall give the AZDOHS immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the subrecipient by any subcontractor or vendor which, in the opinion of the subrecipient, may result in litigation related in any way to the Agreement with the AZDOHS.

Personnel and Travel Costs

All grant funds expended for personnel, travel, lodging, and per diem must be consistent with the subrecipient's policies and procedures; and the State of Arizona Accounting Manual (SAAM); must be applied uniformly to both federally financed and other activities of the agency; and will be reimbursed at the most restrictive allowability and rate. At no time will the subrecipient's

reimbursement(s) exceed the State rate established by the Arizona Department of Administration, General Accounting Office Travel Policies: <https://gao.az.gov>.

Procurement

The subrecipient shall comply with all internal agency procurement rules/policies and must also comply with Federal procurement rules/policies as outlined in section VII and all procurement must comply with Arizona State procurement code and rules. The Federal intent is that all Homeland Security Funds are awarded competitively. The subrecipient shall not enter into a Noncompetitive (Sole or Single Source) Procurement Agreement, unless prior written approval is granted by the AZDOHS. The Noncompetitive Procurement Request Form and instructions are located on the AZDOHS website: www.azdohs.gov/grants/.

Training and Exercise

The subrecipient agrees that any grant funds used for training and exercise must be in compliance with the applicable NOFO. All training must be approved through the ADEM/AZDOHS training request process prior to execution of training contract(s). All exercises must utilize the FEMA Homeland Security Exercise and Evaluation Program (HSEEP) guidance for exercise design, development, conduct, evaluation and reporting. Subrecipient agrees to:

- a) Submit an exercise summary and attendance/sign-in roster to AZDOHS with all exercise reimbursement requests.
- b) Within 90 days of completion of an exercise, or as prescribed by the most current HSEEP guidance, the exercise host subrecipient is required to email the After Action Report/Improvement Plan (AAR/IP) to the local County Emergency Manager, the AZDOHS Strategic Planner, and the Arizona Division of Emergency Management (ADEM) Exercise Branch.

Nonsupplanting Agreement

The subrecipient shall not use funds to supplant State or Local funds or other resources that would otherwise have been made available for this program/project. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within thirty (30) days. If the vacancy is not filled within thirty (30) days, the subrecipient must stop charging the grant for the new position. Upon filling the vacancy, the subrecipient may resume charging for the grant position.

E-Verify

Compliance requirements for A.R.S. § 41-4401—immigration laws and E-Verify requirement.

- a) The subrecipient warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- b) A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the subrecipient may be subject to penalties up to and including termination of the Agreement.
- c) The AZDOHS retains the legal right to inspect the papers of any employee who works on the Agreement to ensure that the subrecipient is complying with the warranty under paragraph (a) above.

Property Control

Effective control and accountability must be maintained for all property. The subrecipient must adequately safeguard all such property and must assure that it is used for authorized purposes as described in the NOFO, grant application, and Code of Federal Regulations 2 CFR 200. The subrecipient shall exercise caution in the use, maintenance, protection and preservation of such property.

- a) Equipment shall be used by the subrecipient in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal grant funds. Subrecipient is required to maintain and utilize equipment as outlined in 2 CFR 200.313 - Equipment. Any loss, damage, or theft shall be investigated and reported to the AZDOHS.
- b) Nonexpendable Property and Capital Assets:
 1. Nonexpendable Property is property which has a continuing use, is not consumed in use, is of a durable nature with an expected service life of one or more years, has an acquisition cost of \$5,000 (Five Thousand Dollars) or more, and does not become a fixture or lose its identity as a component of other equipment or systems.
 2. A Capital Asset is any personal or real property, or fixture that has an acquisition cost of \$5,000 (Five Thousand Dollars) or more per unit and a useful life of more than one year.
- c) A Property Control Form (if applicable) shall be maintained for the entire scope of the program or project for which property was acquired through the end of its useful life and/or disposition. All Nonexpendable Property and Capital Assets must be included on the Property Control Form. The subrecipient shall provide AZDOHS a copy of the Property Control Form with the final quarterly programmatic report. A Property Control Form can be located at www.azdohs.gov/Grants/. The subrecipient agrees to be subject to equipment monitoring and auditing by state or federal authorized representatives to verify information.
- d) A physical inventory of Nonexpendable Property and Capital Assets must be taken and the results reconciled with the Property Control Form at least once every two years.
 1. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to AZDOHS.
 2. Adequate maintenance procedures must be developed to keep the property in good condition.
- e) When Nonexpendable Property and/or Capital Assets are no longer in operational use by the subrecipient, an updated Property Control Form must be submitted to AZDOHS immediately. The disposition of equipment shall be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200. If the subrecipient is requesting disposition of Capital Assets for reasons other than theft, destruction, or loss, the subgrantee must submit an Equipment Disposition Request Form and receive approval prior to the disposition. The Equipment Disposition Request Form can be found at www.azdohs.gov/Grants/.

Allowable Costs

The allowability of costs incurred under this agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable Code of Federal Regulations, authorized equipment lists, and guidance documents referenced above.

- a) The subrecipient agrees that grant funds for any indirect costs that may be incurred are in accordance with 2 CFR 200 and the NOFO.
- b) The subrecipient agrees that grant funds are not to be expended for any Management and Administrative (M&A) costs that may be incurred by the subrecipient for administering these funds unless explicitly applied for and approved in writing by the AZDOHS and shall be in compliance with the applicable NOFO.

VIII. DEBARMENT CERTIFICATION

The subrecipient agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the Federal government.

IX. FUNDS MANAGEMENT

The subrecipient must maintain funds received under this Agreement in separate ledger accounts and cannot mix these funds with other sources. The subrecipient must manage funds according to applicable Federal regulations for administrative requirements, costs principles, and audits. The subrecipient must maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

- Financial Management
- Procurement
- Personnel
- Property
- Travel

A system is adequate if it is 1) written; 2) consistently followed – it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds.

X. REPORTING REQUIREMENTS

Regular reports by the subrecipient shall include:

a) Programmatic Reports

The subrecipient shall provide quarterly programmatic reports to the AZDOHS within fifteen (15) working days of the last day of the quarter in which services are provided. The subrecipient shall use the form provided by the AZDOHS to submit quarterly programmatic reports. The report shall contain such information as deemed necessary by the AZDOHS. The subrecipient shall use the Quarterly Programmatic Report form, which is posted at www.azdohs.gov/Grants/. If the scope of the project has been fully completed and implemented, and there will be no further updates, then the quarterly programmatic report for the quarter in which the project was completed will be sufficient as the final report. The report should be marked as final and should be inclusive of all necessary and pertinent information regarding the project as deemed necessary by the AZDOHS. Quarterly programmatic reports shall be submitted to the AZDOHS until the entire scope of the project is completed.

b) Quarterly Programmatic Reports are due:

January 15 (for the period from October 1– December 31)

April 15 (for the period from January 1 – March 31)

July 15 (for the period from April 1 – June 30)

October 15 (for the period from July 1 – September 30)

c) Final Quarterly Report:

The final quarterly report is due no more than fifteen (15) days after the end of the performance period. Subrecipients may submit a final quarterly report prior to the end of the

performance period if the scope of the project has been fully completed and implemented. The Property Control Form is due with the final quarterly report (if applicable).

- d) Property Control Form – if applicable:
The subrecipient shall provide the AZDOHS a copy of the Property Control Form with the final quarterly report.
- a. In case of equipment disposition:
The Property Control Form shall be updated and a copy provided to AZDOHS no more than forty-five (45) calendar days after equipment disposition, if applicable. The disposition of equipment must be in compliance with the AZDOHS Disposition Guidance and 2 CFR 200.313.

- e) Financial Reimbursements
The subrecipient shall provide as frequently as monthly but not less than quarterly requests for reimbursement. Reimbursement requests are only required when expenses have been incurred. Reimbursement requests shall be submitted with the Reimbursement Form provided by the AZDOHS staff. The subrecipient shall submit a final reimbursement request for expenses received and invoiced prior to the end of the termination of this Agreement no more than **forty-five (45) calendar days** after the end of the Agreement. Requests for reimbursement received later than forty-five (45) days after the Agreement termination will not be paid. The final reimbursement request as submitted shall be marked FINAL.

The AZDOHS requires that all requests for reimbursement are submitted via U.S. mail (United States Postal Service), FedEx, UPS, etc. or in person. Reimbursement requests submitted via fax or by any electronic means will not be accepted.

The AZDOHS reserves the right to request and/or require any supporting documentation it feels necessary in order to process reimbursements.

All reports shall be submitted to the contact person as described in Paragraph XL, NOTICES, of this Agreement.

XI. ASSIGNMENT AND DELEGATION

The subrecipient may not assign any rights hereunder without the express, prior written consent of both parties.

XII. AMENDMENTS

Any change in this Agreement including but not limited to the Description of Services and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representative of the subrecipient and the AZDOHS. The AZDOHS shall have the right to immediately amend this Agreement so that it complies with any new legislation, laws, ordinances, or rules affecting this Agreement.

Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the subrecipient's compensation if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document, correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

XIII. US DEPARTMENT OF HOMELAND SECURITY AGREEMENT ARTICLES

Article A – Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article B - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 CFR § 200.313.

Article C - DHS Specific Acknowledgements and Assurances

All recipients of financial assistance must acknowledge and agree—and require any subrecipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

Article D - Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article E - USA Patriot Act of 2001

All recipients must comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Article F - Trafficking Victims Protection Act of 2000

All recipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 CFR Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, in each agency award under which funding is provided to a private entity, Section 106(g) of the TVPA, as amended, requires the agency to include a condition that authorizes the agency to terminate the award, without penalty, if the recipient or a subrecipient —

1. Engages in severe forms of trafficking in persons during the period of time that the award is in effect;
2. Procures a commercial sex act during the period of time that the award is in effect; or
3. Uses forced labor in the performance of the award or subawards under the award.

Full text of the award term is provided at 2 CFR § 175.15.

Article G - Non-supplanting Requirement

All recipients must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Article H - Lobbying Prohibitions

All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

Article I - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

Article J - Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative

guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Article K - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

Article L - False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article M - Duplication of Benefits

State, Local and Tribal recipients must comply with 2 CFR Part §225, Appendix A, paragraph (C)(3)(c), which provides that any cost allocable to a particular Federal award or cost objective under the principles provided for in this authority may not be charged to other Federal awards to overcome fund deficiencies.

Article N - Drug-Free Workplace Regulations

All recipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 CFR 3001.

Article O - Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

Article P - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All award recipients who collect PII are required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments guidance and template located at:http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf, respectively.

Article Q - Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article R - Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article S - Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form [424B Assurances – Non-Construction Programs](#). Certain assurances in this document may not be

applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from [2 CFR Part 200](#), *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, as adopted by DHS at 2 CFR Part 3002.

Article T - Age Discrimination Act of 1975

All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article U - Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article V - Title VI of the Civil Rights Act of 1964

All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 CFR Part 21 and 44 CFR Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Article W- Civil Rights Act of 1968

All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 CFR § 100.201).

Article X - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article Y - SAFECOM

Recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article Z - Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 CFR Part 17 and 44 CFR Part 19.

Article AA - Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article AB - Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article AC - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in [37 CFR Part 401](#) and the standard patent rights clause in 37 CFR § 401.14.

Article AD- Procurement of Recovered Materials

All recipients must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Article AE - Contract Provisions for Non-federal Entity Contracts under Federal Awards

- a) Contracts for more than the simplified acquisition threshold set at \$150,000.
All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by [41 U.S.C. §1908](#),

must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b) Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Article AF - Terrorist Financing E.O. 13224

All recipients must comply with [U.S. Executive Order 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article AG - Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

XIV. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this Agreement shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

XV. AGREEMENT RENEWAL

This Agreement shall not bind nor purport to bind the AZDOHS for any contractual commitment in excess of the original Agreement period.

XVI. RIGHT TO ASSURANCE

If the AZDOHS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this Agreement, the AZDOHS may demand in writing that the subrecipient give a written assurance of intent to perform. If the subrecipient fails to provide written assurance within the number of days specified in the demand, the AZDOHS at its option may terminate this Agreement.

XVII. CANCELLATION FOR CONFLICT OF INTEREST

The AZDOHS may, by written notice to the subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the State or its subdivisions (unit of Local Government) is an employee or agent of any other party in any capacity or a consultant to any other party to the Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from the AZDOHS, unless the notice specifies a later time.

XVIII. THIRD PARTY ANTITRUST VIOLATIONS

The subrecipient assigns the State of Arizona any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to subrecipient toward fulfillment of this Agreement.

XIX. AVAILABILITY OF FUNDS

Every payment obligation of the AZDOHS under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If the funds are not allocated and available for the continuance of this Agreement, the AZDOHS may terminate

this Agreement at the end of the period for which funds are available. No liability shall accrue to the AZDOHS in the event this provision is exercised, and the AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph, including purchases and/or contracts entered into by the subrecipient in the execution of this Agreement.

XX. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.

XXI. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation, or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

XXII. ARBITRATION

In the event of any dispute arising under this Agreement, written notice of the dispute must be provided to the other party within thirty (30) days of the events giving the rise to the dispute. The subrecipient agrees to terms specified in A.R.S. § 12-1518.

XXIII. GOVERNING LAW AND CONTRACT INTERPRETATION

- a) This Agreement shall be governed and interpreted in accordance with the laws of the State of Arizona.
- b) This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms in this document.
- c) Either party's failure to insist on strict performance of any term or condition of the Agreement shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object.

XXIV. ENTIRE AGREEMENT

This Agreement and its Exhibits constitute the entire Agreement between the parties hereto pertaining to the subject matter hereof and may not be changed or added to except by a writing signed by all parties hereto in conformity with Paragraph XII, AMENDMENTS. The subrecipient agrees to comply with any such amendment within ten (10) business days of receipt of a fully executed amendment. All prior and contemporaneous agreements, representations, and understandings of the parties, oral, written, pertaining to the subject matter hereof, are hereby superseded or merged herein.

XXV. RESTRICTIONS ON LOBBYING

The subrecipient shall not use funds made available to it under this Agreement to pay for, influence, or seek to influence any officer or employee of a State or Federal government.

XXVI. LICENSING

The subrecipient, unless otherwise exempted by law, shall obtain and maintain all licenses, permits, and authority necessary to perform those acts it is obligated to perform under this Agreement.

XXVII. NON-DISCRIMINATION

The subrecipient shall comply with all State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including the Americans with Disabilities Act, in accordance with A.R.S. title 41, Chapter 9, Article 4 and Executive Order 2009-09.

XXVIII. SECTARIAN REQUESTS

Funds disbursed pursuant to this Agreement may not be expended for any sectarian purpose or activity, including sectarian worship or instruction in violation of the United States or Arizona Constitutions.

XXIX. SEVERABILITY

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Agreement.

XXX. ADVERTISING AND PROMOTION OF AGREEMENT

The subrecipient shall not advertise or publish information for commercial benefit concerning this Agreement without the written approval of the AZDOHS.

XXXI. OWNERSHIP OF INFORMATION, PRINTED AND PUBLISHED MATERIAL

The AZDOHS reserves the right to review and approve any publications funded or partially funded through this Agreement. All publications funded or partially funded through this Agreement shall recognize the AZDOHS and the U.S. Department of Homeland Security. The U.S. Department of Homeland Security and the AZDOHS shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all materials prepared under this Agreement.

The subrecipient agrees that any report, printed matter, or publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subrecipient describing programs or projects funded in whole or in part with Federal funds shall contain the following statement:

"This document was prepared under a grant from the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Homeland Security."

The subrecipient also agrees that one copy of any such publication, report, printed matter, or publication shall be submitted to the AZDOHS to be placed on file and distributed as appropriate to other potential subrecipients or interested parties. The AZDOHS may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subrecipient.

The AZDOHS and the subrecipient recognize that research resulting from this Agreement has the potential to become public information. However, prior to the termination of this Agreement, the subrecipient agrees that no research-based data resulting from this Agreement shall be published or otherwise distributed in any form without express written permission from the AZDOHS and possibly the U.S. Department of Homeland Security. It is also agreed that any report or printed matter completed as a part of this agreement is a work for hire and shall not be copyrighted by the subrecipient.

XXXII. CLOSED-CAPTIONS OF PUBLIC SERVICE ANNOUNCEMENTS

Any television public service announcement that is produced or funded in whole or in part by the subrecipient shall include closed captioning of the verbal content of such announcement.

XXXIII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, 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) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.

In addition, should subrecipient utilize a contractor(s) and subcontractor(s), the indemnification clause between subrecipient and contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the (insert name of other governmental entity) and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

XXXIV. TERMINATION

- a) All parties reserve the right to terminate the Agreement in whole or in part due to the failure of the subrecipient or the grantor to comply with any term or condition of the Agreement, to acquire and maintain all required insurance policies, bonds, licenses, and permits or to make satisfactory progress in performing the Agreement. The staff of either party shall provide a written thirty (30) day advance notice of the termination and the reasons for it.
- b) If the subrecipient chooses to terminate the contract before the grant deliverables have been met then the AZDOHS reserves the right to collect all reimbursements distributed to the subrecipient.
- c) The AZDOHS may, upon termination of this Agreement, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Agreement. The subrecipient shall be liable to the AZDOHS for any excess costs incurred by the AZDOHS in procuring materials or services in substitution for those due from the subrecipient.

XXXV. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

The subrecipient shall continue to perform, in accordance with the requirements of the Agreement, up to the date of termination, as directed in the termination notice.

XXXVI. PARAGRAPH HEADINGS

The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

XXXVII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one agreement.

XXXVIII. AUTHORITY TO EXECUTE THIS AGREEMENT

Each individual executing this Agreement on behalf of the subrecipient represents and warrants that he or she is duly authorized to execute this Agreement.

XXXIX. SPECIAL CONDITIONS

- a) The subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements
- b) The subrecipient acknowledges that the U.S. Department of Homeland Security and the AZDOHS reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (a) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a subrecipient purchases ownership with Federal support. The subrecipient shall consult with the AZDOHS regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- c) The subrecipient agrees to cooperate with any assessments, state/national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this agreement.
- d) The subrecipient is prohibited from transferring funds between programs (State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

XL. NOTICES

Any and all notices, requests, demands, or communications by either party to this Agreement, pursuant to or in connection with this Agreement shall be in writing, be delivered in person, or shall be sent to the respective parties at the following addresses:

Arizona Department of Homeland Security
1700 West Washington Street, Suite 210
Phoenix, AZ 85007

The subrecipient shall address all programmatic and reimbursement notices relative to this Agreement to the appropriate AZDOHS staff; contact information at www.azdohs.gov.

The AZDOHS shall address all notices relative to this Agreement to:

Acting Chief of Police, Victor Figueroa
Enter Title, First & Last Name Above
San Luis Police Department
Enter Agency Name Above
1030 E. Union St.
Enter Street Address Above
San Luis, AZ 85349
Enter City, State, ZIP Above

XLI. IN WITNESS WHEREOF


The parties hereto agree to execute this Agreement.

FOR AND BEHALF OF THE

San Luis Police Department
Enter Agency Name Above

Authorized Signature Above
Victor Figueroa, Acting Chief Police
Print Name & Title Above
11/2/2015
Enter Date Above

FOR AND BEHALF OF THE

Arizona Department of Homeland Security

Gilbert M. Orrantia
Director
11/6/15
Date

(Complete and mail two original documents to the Arizona Department of Homeland Security.)



Dealer/Agent/MR Quotation

Date: Jan. 29, 2016

Dealer/Agent/MR Name:
 MR/Agent Address:
 City:
 State/Zip:

Quoting as:
 APB
 MR
 Agent

GCC Case #:

Prepared By:
 email:

Phone:

Fax:

Customer Name
 Customer #

Prepared For:
 Street:
 City:
 State/Zip:
 Attn:

Bill To:
 Street:
 City:
 State/Zip:
 Attn:

Ship to:
 Street:
 City:
 State/Zip:
 Attn:

Ultimate Destination:
 Street:
 City:
 State/Zip:
 Attn:

THIS QUOTE IS BASED ON THE FOLLOWING:

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
 If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale
 (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
 Thank you for your consideration of Motorola products.
 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 Purchaser will be responsible for shipping costs, which will be added to the invoice.
 Prices quoted are valid for thirty(30) days from the date of this quote.
 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Dealer/Agent/MR Quotation

Date: Dec. 29, 2015

Dealer/Agent/MR Name: Gila Electronics
 MR/Agent Address: 2481 E. Palo Verde Street
 City: Yuma
 State/Zip: AZ, 85365

Quoting as:
 APB
 MR
 Agent

GCC Case #:

Prepared By: Robert Henderson
 email: robert@gilaelectronics.com

Phone: 928-726-0896

Fax: 928-726-8238

Customer Name: Yuma, City of
 Customer #: 1035741190

Prepared For: San Luis, City of
 Street: P.O. Box 7740
 City: San Luis
 State/Zip: AZ, 85349
 Attn: Andrea Moreno

Bill To: San Luis, City of
 Street: P.O. Box 7740
 City: San Luis
 State/Zip: AZ, 85349
 Attn: Andrea Moreno

Ship to: San Luis, City of
 Street: 2450 Madison Ave
 City: Yuma
 State/Zip: AZ, 85364
 Attn: Eddie Carrera

Ultimate Destination: San Luis, City of
 Street: P.O. Box 7740
 City: San Luis
 State/Zip: AZ, 85349
 Attn: Andrea Moreno

THIS QUOTE IS BASED ON THE FOLLOWING:

This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.
 If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.
 Thank you for your consideration of Motorola products.
 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
 Purchaser will be responsible for shipping costs, which will be added to the invoice.
 Prices quoted are valid for thirty(30) days from the date of this quote.
 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



AGENDA ITEM REVIEW FORM

Work Session**2. D.****Meeting Date:** 04/06/2016**Department Head:** Tadeo De la Hoya, Assistant to the City Manager, Administration**Submitted By:** Derek Duenas, Information Technology Manager, Information Technology**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Discussion on any and all matters regarding the transferring of funds from Council's Contingency account to Capital Outlay General Fund account to purchase two (2) servers as well as software and software licensing. **(Derek Dueñas, Acting I.T. Manager)**

SUMMARY:

The City of San Luis Information Technology (I.T.) Department is seeking approval from the Mayor and Council to transfer **\$18,200.00** from account [100-110-81000](#) Council Contingency to account [100-999-90020](#) Capital Outlay General Fund. Budget transfer will help cover unexpected expenses for the purchase of two domain controller servers, software, and necessary user licensing.

RECOMMENDATION / SUGGESTED MOTION:

Discussion item only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: YES

CITY/STATE/FEDERAL FUNDS:	City
TOTAL:	\$18,200.00
BUDGETED:	0
AVAILABLE TO TRANSFER:	\$175,270
ACCOUNT #/REMAINING BALANCE:	100-110-81000

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Council Contingency Account # 100-110-81000 \$18,200.00

Other fiscal impacts are that the current servers are at risk of failing. If servers fail the City of San Luis will have a minimum downtime of 24 hours. .

Attachments

DomainControllerUpgrade

BudgetAdjustmentForm



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
1BMFYBF	9563163	2/27/2016

BILL TO:
 SAN LUIS CITY HALL
 PO BOX 7740

SHIP TO:
 SAN LUIS CITY HALL
 Attention To: ATTN:DEREK DUENAS
 PO BOX 7740
 1090 E UNION STREET

Accounts Payable
 SAN LUIS , AZ 85349-6816

SAN LUIS , AZ 85349-6816
 Contact: DEREK
 DUENAS 928.341.8530

Customer Phone #928.627.2027

Customer P.O. # DOMAIN CONTROLLER
 UPGRADE X2

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
PAT HEGEWALD 866.339.8717	FEDEX Ground		

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
6	2637076	HP GEN8 300GB 6G SAS 15K 2.5 SC ENT Mfg#: 652611-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	593.70	3,562.20
2	3466979	HP DL360 GEN9 E5-2620V3 SRV Mfg#: 780018-S01 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	2,353.76	4,707.52
1	3559656	HP 9.5MM SATA DVD-RW JB GEN9 KIT Mfg#: 726537-B21 Contract: NJPA 100614#CDW Technology Catalog 100614#CDW	140.64	140.64
2	3178328	MS GSA WIN SRV STD 2012 R2 2PROC Mfg#: P73-06309 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	604.46	1,208.92
5	2802833	MS GSA WIN REM DT SVCS UCAL 2012 Mfg#: 6VC-02095 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	92.42	462.10
260	2802824	MS GSA WIN SRV UCAL 2012 Mfg#: R18-04302 Contract: CDW-G GSA Schedule GS-35F-0195J Electronic distribution - NO MEDIA	26.72	6,947.20
			SUBTOTAL	17,028.58
			FREIGHT	0.00
			TAX	1,142.96

U.S. Currency
TOTAL ★ 18,171.54

CDW Government
 230 North Milwaukee Ave.
 Vernon Hills, IL 60061

Fax: 847.371.7881

Please remit payment to:
 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515



AGENDA ITEM REVIEW FORM

Work Session**2. E.****Meeting Date:** 04/06/2016**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Manuel Rojas, Assistant Public Works Director, Public Works Department**Action Requested:**

ITEM:

Discussion on any and all matters regarding the approval of Pace Advance Water Engineering contract for engineering design and construction services for the East Wastewater Treatment Plant Basin Repair Project, Public Works, Wastewater Division. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

Continuing with the project assessment and after completing a more in-depth analysis, the East Wastewater Treatment Plant epoxy project as originally planned is not the best alternative to repair the recently encountered extensive cracks in the basin walls. Staff performed a leakage test and excavated along the basin walls to better evaluate the magnitude of the problem and in coordination with Pace Advance Water Engineering generated a new scope of work and repair approach. Staff recommends the approval of the contract with Pace Advance Water Engineering for the design and construction services for an amount not to exceed **\$50,766.00**.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

**Supporting information not
attached to the Agenda Item
Review Form:**

N/A

Document to be Recorded?:

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** yes**CITY/STATE/FEDERAL FUNDS:** CIP**TOTAL:** \$50,766.00**BUDGETED:** \$425,000.00**AVAILABLE TO TRANSFER:** \$0.00**ACCOUNT #/REMAINING BALANCE:** \$374,234.00

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

Seeking Engineering design and project management only, as part of East Waste Water Treatment Plant Epoxy Project Phase 2. Once design is completed, we are going out to bid to complete the project it self, later this fiscal year.

Attachments

- PACE Contract
 - PACE - Exhibit D
-



March 25, 2016

Eulogio Vera
Public Works Director
City of San Luis
1090 E. Union Street
San Luis, AZ, 85349
Phone (928) 341-8577

Fax (928) 341-8599
Page 1 of 12

Re: San Luis East Wastewater Treatment Plant (WWTP) Basin Repair # A911
Professional Engineering Proposal

Dear Mr. Vera,

PACE is pleased to provide our proposal for engineering design for the East Wastewater Treatment Plant (WWTP) Basin Repair project. Attached is our Agreement, Scope of Services, Compensation, Hourly Rate Schedule, and Labor Breakdown.

We appreciate the opportunity to be of service to the City of San Luis and look forward to the successful completion of the basin repair. Please contact me if there are any questions or if we may provide any additional information.

Sincerely,

A handwritten signature in blue ink that reads "MG Krebs".

Michael G. Krebs, P.E.
Vice President of Environmental Water Division

MGK/alk

Enclosures: Standard Agreement, Exhibits A, B, C and D

cc: *File*

W:\A911\3-Contracts - Proposals\1. Proposa\2016-03-25_PRO San Luis E WWTP Basin Repair\1. EVera Cov Ltr_2016-03-25.doc

PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES

*SAN LUIS EAST WWTP
BASIN REPAIR
#A911*

OBJECTIVE:

To perform an evaluation of the existing San Luis East Wastewater Treatment Plant (WWTP) Basin Repair project documents to provide value engineering alternatives to the current proposed solution. Alternative solutions and a recommendation will be presented to the City for final selection. In addition to the existing basin repair scope, design services will be provided to relocate the main influent pipe entering the basin so that it can be properly sealed.

Following the evaluation and preparing design documents, bid services will be performed to support the City in obtaining a contractor to perform the repair work. Construction services will be rendered to manage the contractor performing the work to ensure quality and adherence of the construction schedule. Construction services will be provided on a time and expense basis (T&E).

SECTION A - SCOPE OF SERVICES:

A. Consultant agrees to perform the following services:

Task 10 – Basin Repair Evaluation & Recommendation **\$8,318**

1) Data Collection & Analysis

- a. Consultant shall perform a site visit(s) to collect data on the existing conditions at the WWTP site to gain an understanding of the issue and possible causes. The data will be analyzed to determine possible solution alternatives to resolve the issue. Up to four (4) visits are anticipated and included in this task.
- b. Consultant shall review existing design and bid documents that have been prepared for the basin repair and perform a value engineering alternative analysis.
- c. Consultant shall prepare budgets for newly proposed alternative solution(s) for the City's review and selection.
- d. Consultant shall perform a structural review of basin plans.
- e. Consultant shall obtain any pertinent information from the City that demonstrates the issues being experienced and observed to assist in the evaluation.

Task 11 – Pipe Relocation Design **\$2,828**

- 1) Consultant shall provide design services to relocate the main influent pipe entering the basin so that it can be properly sealed.

Task 50 – Bid Services **\$6,924**

1) Bid Forms and Documents

- a. Consultant shall prepare new bid documents according to the new selected solution determined by the City after the initial evaluation and recommendation.



EJCDC documents will be used to prepare the bid package and construction contract (included in this task is the efforts to prepare the final construction contract once this project is awarded). These will include, but may not be limited to the following:

- Associated plans and specifications;
 - Bid instructions and bid form;
 - Construction contract and requirements.
- b. Electronic Bid Documents shall be posted on Quest CDN (via PACE's account) to allow for plan holder tracking and addendum issuance. A link to this project posting will be placed in the public notice and on the City's website for interested parties to login in and download. *Note: Anyone downloading plans will be charged a non-refundable fee of \$10.00.*
- 2) Pre-Bid Meeting Coordination & Attendance
- a. Consultant shall assist the City in coordinating the Pre-Bid Conference and shall attend as the City's project construction representative.
- 3) Bid Process Support
- a. Consultant shall track registered bidders and perform any other bid process support activities required.
- b. Consultant shall prepare written responses to contractors' questions and prepare bid addendum(s) as required to clarify bid requirements.
- 4) Review and Bid Evaluation
- a. Consultant shall review contractor bids received and provide recommendations for the contractor selection.

Task 60 – Construction Services (Not-To-Exceed (NTE), Time & Expense (T&E)) \$29,600

- 1) Pre-Construction and Construction Progress Meetings (8 Visits)
- a. Consultant Project Manager shall coordinate and attend the Pre-Construction Conference and up to seven (7) Progress Meetings.
- 2) Tank Repair Inspection (ALLOWANCE)
- a. Consultant shall be responsible for onsite and offsite inspections and management during the construction of the tank repair. Budget is included for approximately 4 hours/day for 20 working days per tank repair (north and south).
- 3) Respond to RFIs and Submittal Reviews
- a. Consultant shall review all project submittals as defined in the plans & specifications for intent and compliance with the project plans & specifications. In addition, Consultant shall respond to contractor requested "Request for Information" or Design Clarifications obtained in writing from the contractor. Consultant shall review contractor's billing, change order requests and work directives for accuracy and completeness and provide the City guidance for approval.
- 4) Review/Approval of Contractor Payment Applications

- a. Consultant shall review and approve Contractor Payment Application according to the project progress to ensure billing accuracy.
- 5) Special Inspections (*ALLOWANCE*)
 - a. Consultant shall hire a qualified firm and coordinate the required specialized performance to provide special inspections as required.
- 6) Hydrostatic Testing (*ALLOWANCE*)
 - a. Consultant shall be responsible for onsite and offsite inspections and management of the hydrostatic testing of the basins during construction. Budget is included for approximately 2 hours/day for 100 working days per tank repair (north and south).

Task 00 – Reimbursables/Expenses (T&E) \$2,500
(To include all blueprinting, shipping, travel, reproduction, permit fees and other miscellaneous direct project expenses. Reimbursables are invoiced at cost plus 10%)

SECTION - COMPENSATION:

PACE will complete the work outlined herein and invoice Client monthly on a percentage of completion basis, a fixed fee of \$21,570 including the reimbursable expense of \$3,500, and the time and expense (T&E) amount of \$29,600 for a total sum of \$50,766 in accordance with the attached "Hourly Labor and Expenses Rates Schedule" and "Labor Breakdown".

<u>Task Description</u>	<u>Professional Fee</u>
Task 10 Basin Repair Evaluation & Recommendation	\$ 8,318
Task 11 Pipe Relocation Design	\$ 2,828
Task 50 Bid Services	\$ 6,924
Task 60 Construction Services (NTE, T&E)	\$29,600
Task 00 Reimbursables/Expenses (T&E)	\$ 2,500
Subtotal Engineering Fee:	\$50,766
TOTAL FIXED FEE:	\$50,766

ASSUMPTIONS AND EXCLUSIONS:

1. The Client's responsibilities shall include providing PACE with the base data and project information in a timely manner, coordination and management of other team consultants to assure that the project schedule can be met, and prompt payment of invoices in accordance with the terms and conditions included herein. The specific items that are to be provided by the Client or other consultants include the following:
 - a. Client input pertaining to project design issues and requirements including scheduling.
 - b. Site land-use base plans with existing and proposed elevation contours in transferable computer format.
 - c. Geologic and soils investigation reports.
 - d. Existing and proposed hydrologic and drainage data, maps, and reports.
 - e. Any other data that directly impacts PACE ability to perform the design in an efficient and economic manner.
2. Any proposed project changes which affect work in progress or previously completed will be justification for additional compensation.
3. All required aerial topography and base mapping will be paid for and supplied by Client, or others. Base topo and site information will be provided in digital (electronic) format compatible with AUTOCAD 2011.
4. No environmental documentation or support, including no environmental permitting.
5. No surveying or construction staking is included.
6. Local government approval meetings, hearings, etc., and preparation of presentation graphics will be under separate work authorization, if required.



7. Existing utility information research and mapping is not included and will be provided by Client.
8. For all the data delivered to PACE for the purpose of digital mapping, including but not limited to GIS and AutoCAD, PACE requires said data be delivered in one of the recognized standard coordinate systems such as the Stateplane Coordinate System or the Universe Transverse Mercator (UTM). In addition, PACE requires all datums, vertical and horizontal, be documented in a metadata sheet and be included along with the delivered data. If the coordinate system is in what is often referred to as a "Local Coordinate System," and the deliverer does not have the capability to convert data into one of the recognized standard coordinate systems, PACE requires a Control Conversion document (CCD) be included in the deliverable. The CCD will include all the necessary coordinate transformation information and scale factors needed to make an accurate translation of the data to PACE's acceptable coordinate systems. If this information is not available, PACE will require an addendum to this proposal to include Time and Materials used to translate the delivered data into the appropriate standard coordinate system.
9. The fees proposed herein shall apply until one year from date of proposal. Due to ever-changing costs, Consultant will increase those portions of the contract fee for which work must still be completed after one year from date of proposal, as negotiated with the Client up to a maximum of ten-percent (10%).



2015 HOURLY LABOR RATES

Principal	\$235.00
Sr. Project Manager / Sr. Consulting Engineer	\$190.00
Project Manager / Sr. Project Engineer / Sr. Hydrologist	\$177.00
Project Engineer / Design Engineer II	\$136.00
Instrumentation Controls Specialist	\$125.00
Sr. CAD Designer / Sr. GIS Analyst	\$117.00
Design Engineer	\$115.00
Graphic Designer	\$92.00
CAD Designer / GIS Analyst	\$91.00
Project Coordinator / Administrative Support	\$70.00
Assistant Designer	\$70.00
G.P.S. Survey Unit (w/ Operator)	\$241.00
Expert Witness / Legal Consultation	\$350.00 + Exp.

REIMBURSABLE EXPENSE RATES*

	Units	Cost
Travel		
Mileage (Per Mile)	Mile	\$0.575
Airfare, Auto Rental, Hotel		At Cost
Misc. Travel (Parking, tax, tolls, meals, etc.)		At Cost
Per Diem (Contract Rate)	DAY	Contract Rate
Outside Reproduction		At Cost
Shipping (FedEx, UPS, Courier, etc.)		At Cost
Misc. (Review Fees, Specific Charges)		At Cost
Reproduction (In-House)		
Sheet Bond - B/W Prints and Copies – All sizes (8 ½ x 11 to 12 x18)	SF	\$0.16
Sheet - Color Prints and Copies – All sizes	SF	\$1.20
Sheet - Glossy Color Print/Photo – All sizes	SF	\$2.60
Roll - Plots and Copies (Roll Paper)		
- Bond (B/W)	SF	\$0.88
- Bond (Color)	SF	\$1.56
Roll - Vellum or Mylar Plots	SF	\$2.60
Roll - Glossy Color Plot Exhibits (Roll Paper)	SF	\$3.12
Report 3-Ring Binders		
≤ 1.5"	EA	\$10.40
1.5" to 3"	EA	\$15.60
> 3"	EA	\$26.00
Coil or GBC Punch Binding	EA	\$1.04

*Note: All reimbursable expenses will be invoiced at the above rates + 10%



AGREEMENT BETWEEN CLIENT AND CONSULTANT

AGREEMENT ENTERED INTO AT Scottsdale, AZ made this 25th day of March 2016, by and between the City of San Luis hereinafter called "Client," and Pacific Advanced Civil Engineering, Inc. (PACE), a California corporation, herein called "Consultant."

Client and Consultant agree as follows:

- A. Client retains Consultant to perform services for:

To perform an evaluation of the existing San Luis East Wastewater Treatment Plant (WWTP) Basin Repair project documents to provide value engineering alternatives to the current proposed solution. Alternative solutions and a recommendation will be presented to the City for final selection. In addition to the existing basin repair scope, design services will be provided to relocate the main influent pipe entering the basin so that it can be properly sealed.

Following the evaluation and preparing design documents, bid services will be performed to support the City in obtaining a contractor to perform the repair work. Construction services will be rendered to manage the contractor performing the work to ensure quality and adherence of the construction schedule. All construction and services will be provided on a not-to-exceed, time and expense basis (T&E). hereinafter called "Project."

- B. Consultant agrees to perform the following scope of services:

*Task 10 Basin Repair Evaluation & Recommendation
Task 11 Pipe Relocation Design
Task 50 Bid Services
Task 60 Construction Services (NTE, T&E)
Task 00 Reimbursables/Expenses (T&E)*

(See attached Scope of Services – Section "A" for a detailed description)

- C. Client agrees to compensate Consultant for such services as follows:

Fee

(See attached Compensation Page – Section "B" for a detailed description)

- D. This Agreement is subject to Provisions of Agreement 1 through 28 attached herewith, and the terms and conditions contained in initialed exhibits attached herewith and made a part hereof.

IN WITNESS WHEREOF, the parties hereby execute this agreement upon the terms and conditions stated above and on the day and year indicated above.

Pacific Advanced Civil Engineering, Inc. (PACE)

CLIENT: City of San Luis

By:



By:

Name: Michael G. Krebs, PE

Name:

Title: Vice President of Environmental Water

Title:

Job #: A911

Date:

W:\A911\3-Contracts - Proposals\1. Proposal\2016-03-25_PRO San Luis E WWTP Basin Repair\4. Agreement_2016-03-25.doc



GENERAL PROVISIONS ATTACHED TO THAT CERTAIN

AGREEMENT BETWEEN CLIENT AND CONSULTANT

DATED March 25, 2016 (collectively, the "Agreement")

Pacific Advanced Civil Engineering, Inc. (PACE) shall be hereinafter referred to as "CONSULTANT" and City of San Luis will be hereinafter referred to as "CLIENT" with respect to the "PROJECT" known as "San Luis East WWTP Basin Repair".

GENERAL

1. In the performance of the services under the Agreement, CONSULTANT shall at all times be an independent contractor, contracting services to CLIENT solely pursuant to the Agreement, and CONSULTANT is not, nor shall CONSULTANT represent CONSULTANT to be at any time, an agent or employee of CLIENT except as expressly set forth in the Agreement.
2. CLIENT agrees to cooperate in any and every way or manner with CONSULTANT on the PROJECT.
3. In addition to the printed provisions, the drawings and specifications shall become the property of CLIENT at completion of construction of the PROJECT. The CLIENT shall not reuse project design, drawings, and specifications without written consent of CONSULTANT. CONSULTANT will provide reproducible transparencies of the final PROJECT plans to CLIENT at completion of construction of the PROJECT. CONSULTANT, however, does not assume any professional responsibility or liability for use of the final plans and/or the drawings or specifications at any location other than this particular PROJECT site. CLIENT will defend, indemnify and hold CONSULTANT harmless from any errors and/or omissions arising out of the use of the final plans and/or the drawings and specifications at any other location.
4. All agreements on CONSULTANT'S part are contingent upon and subject to, the fact that CONSULTANT shall not be responsible for damages, or be in default or be deemed to be in default, by reason of delays in performance by reason of strike, lockouts, accidents, acts of God and other delays unavoidable or beyond CONSULTANT'S reasonable control or due to shortages or unavailability of labor at established area wage rates or delays caused by failure of CLIENT or CLIENT'S agents to furnish information or to approve or disapprove CONSULTANT'S work promptly, or due to late or slow, or faulty performance by CLIENT or Client's consultants or contractors, or by governmental agencies. In the case of the happening of any such cause of delay, the time of completion of CLIENT'S work under the Agreement shall be extended accordingly.
5. In the event that all of the obligations of CONSULTANT or CLIENT, respectively, required to be performed under the Agreement have not been performed as agreed for any reason other than a default by other party hereto, the non-defaulting party shall have the right, upon giving 30 calendar days prior written notice to the other party hereto, to terminate the Agreement and CONSULTANT shall be paid to the date of termination for all services rendered and cost incurred hereunder.
6. CONSULTANT makes no warranty, either expressed or implied, as to CONSULTANT'S findings, recommendations, specifications or professional advice except that these were promulgated after being prepared in accordance with generally accepted Civil Engineer practices and under the direction of a Civil Engineer and/or a professional staff.
7. CONSULTANT makes no representations concerning soil conditions unless specifically included in writing in the Agreement and CLIENT is not responsible for any liability that may arise out of the making, or any failure to make, soil surveys or subsurface soil tests or general soil testing.
8. CONSULTANT makes no representation concerning construction cost figures estimated in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only.
9. In consideration of CONSULTANT'S fee for services, CLIENT agrees that, unless otherwise specified, CONSULTANT will perform no on site construction review for this PROJECT, unless specifically included in writing in this Agreement, that such services will be provided by others and that CLIENT shall defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this PROJECT.
10. CLIENT agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for the PROJECT site, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours and CLIENT further agrees to defend, indemnify and hold CONSULTANT harmless from any and all liability, real or alleged, in connection with the performance of work of this PROJECT, except liability arising from the sole negligence of CONSULTANT.
11. Notwithstanding anything else to the contrary contained herein or in the Agreement, CLIENT agrees to limit CONSULTANT'S exposure to liability and damages to CLIENT and to all contractors and subcontractors on the PROJECT, due to professional negligent acts, errors or omissions of CONSULTANT, to the lesser of the limits of CONSULTANT'S errors and omissions and general liability insurance policies, or the fee paid to CONSULTANT for the performance of the services under the Agreement. IN NO EVENT WILL CONSULTANT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, OR OTHER DAMAGES ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT, EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT.
12. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of the Agreement.
13. The terms and provisions of the Agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which CONSULTANT may have for the performance of services under the Agreement.
14. No conditions or representations, altering, detracting from or adding to the terms of the Agreement or hereof shall be valid unless printed or written hereon or evidenced in writing by either party to the Agreement and accepted in writing by the other party hereto.
15. One or more waivers of any term, condition or covenant by CONSULTANT shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of the same or any other term, condition or covenant.
16. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the other provisions of the Agreement shall be valid and binding on the parties hereto.

17. Should litigation be necessary to enforce any term or provision of the Agreement, or to collect any portion of the amount payable under the Agreement, then all litigation and collection expenses, witness fees and court costs and attorneys' fees shall be paid to the prevailing party.
18. The Agreement binds CONSULTANT and CLIENT and their successors and permitted assigns. Neither party hereto shall assign or transfer, whether by operation of law or otherwise, all or any portion of such party's interest, rights or obligations in the Agreement without the prior written consent of the other party hereto.
19. The Agreement and the documents, drawings, plans and specifications referred to therein, and these General Provisions, constitute the entire agreement of the parties hereto with respect to the matters set forth therein and herein and are the final, complete and exclusive expression of the terms and conditions thereof. All prior or contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
20. The Agreement shall be construed and enforced in accordance with the laws of the State of Arizona. Each Party hereby irrevocably consents that all proceedings arising in connection with the Agreement shall be tried and litigated exclusively in the State and Federal courts located in the Maricopa County, State of Arizona. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to, or arising out of, the Agreement in any jurisdiction other than that specified in this Section.
21. All notices, demands or other communications given hereunder shall be in writing and shall be delivered personally, by facsimile or electronic mail transmission, or by United States certified or registered mail, return receipt requested, postage prepaid, addressed to the address for such party set forth in the Agreement. All notices shall be deemed given upon the earliest of receipt, confirmed facsimile or electronic mail transmission, or three 3 calendar days after deposit in the United States mail.
22. In the event of any conflict or inconsistency between the provisions of these General Provisions and the provisions of the Agreement, the provisions of these General Provisions shall control.

PAYMENT

23. CONSULTANT shall present all invoices to CLIENT prior to the last day of each calendar month based upon percentage of completion, per the fee set forth in the Agreement. Invoices shall be due and payable when delivered. Payment is to be made at 17520 Newhope Street, Suite 200, Fountain Valley, CA 92708.
24. CLIENT shall promptly review invoices and notify CONSULTANT of any objection thereto; absent such objection in writing within 10 calendar days of the date of the invoice, the invoice shall be deemed proper and acceptable and immediately payable in full.
25. If the undisputed amount of any invoice is not paid within 30 calendar days of the date of the invoice, such undisputed amount shall commence bearing interest from the date of the invoice at the rate of 1.5% per month or the maximum rate allowed by law, whichever is greater, and CLIENT agrees to pay all accrued interest thereon, together with the undisputed amounts set forth in such invoice.
26. In the event that any undisputed amount of any invoice is not paid in full within 60 calendar days following the date of the invoice, such failure shall constitute a material breach of the Agreement and CONSULTANT may exercise all rights and remedies CONSULTANT may have at law, in equity or under the Agreement with respect to such material breach including, without limitation, termination of the Agreement following 10 calendar days' written notice of such material breach to CLIENT and CLIENT'S failure to cure such breach within such 10-day period.
27. CLIENT shall pay, in addition to the stated fee, the cost of all reimbursable items such as fees, permits, bond premiums, title company charges, delivery charges, blueprints, and reproductions and all other charges and expenses not specifically covered by the terms of the Agreement. In the event such reimbursable items are paid directly by CONSULTANT, then such charges and expenses shall be invoiced at CONSULTANT'S direct cost **plus** 10% for handling.
28. Any additional services not covered in the Scope of Work of the Agreement, which CLIENT requests CONSULTANT to perform, such as site reconnaissance and inspections during construction, additional visits out of town or to other places of business, will be requested in writing and will be invoiced on a time and material basis based on CONSULTANT'S then current schedule of fees and costs.



**City of San Luis
San Luis East WWTP
East WWTP Basin Repair
Exhibit D - Labor Breakdown**

Labor Categories

Billing Rates											
MAJOR TASKS	LABOR SUB-TASK	ACTIVITY (Please Specify) PACE Billing Rates	Principal \$235.00	Sr. Proj. Mgr \$190.00	Project Manager \$177.00	Proj. Engineer \$136.00	Design Engineer \$115.00	Sr CAD Designer \$117.00	CAD Designer \$91.00	Admin. Support \$70.00	Total Labor Hours/Cost
10 Data Collection & Analysis											
10.1	Site Visits (4)			16	4	4					\$ 4,292
10.2	Review Plans & Perform Alternative Analysis			16							\$ 3,040
10.3	Prepare Budgets for City Selected Alternatives			1		1				4	\$ 606
10.4	Structural Review of Plans			2							\$ 380
Total Phase Hours			0	35	4	5	0	0	0	4	48
Total Phase Cost			\$0	\$6,650	\$708	\$680	\$0	\$0	\$0	\$280	\$ 8,318
11 Pipe Relocation Design											
11.1	Pipe Relocation Design			8	4			4	8		\$ 3,424
Total Phase Hours			0	8	4	0	0	4	8	0	24
Total Phase Cost			\$0	\$1,520	\$708	\$0	\$0	\$468	\$728	\$0	\$ 3,424
50 Bid Services											
50.1	Prepare Bid Plans & Specifications Set			2	12						\$ 2,504
50.2	Prepare Bid Package			2						16	\$ 1,500
50.3	Attend Pre-Bid meeting			4			4				\$ 1,220
50.4	Bid Process Support			4						8	\$ 1,320
50.5	Review & Evaluate Bids			2							\$ 380
Total Phase Hours			0	14	12	0	4	0	0	24	54
Total Phase Cost			\$0	\$2,660	\$2,124	\$0	\$460	\$0	\$0	\$1,680	\$ 6,924
60 Construction Services (NTE T&E)											
60.1	Pre-Construction and Const. Progress Meetings (8 Visits)			32							\$ 6,080
60.2	Tank Repair Inspection (4 hrs/day, 20 working days/tank)										\$ 18,400
60.3	Respond to RFIs and Submittal Reviews (Included in above)										\$ -
60.4	Review/Approval of Contractor Payment Applications			2						2	\$ 520
60.5	Special Inspections By Manufacturer										\$ -
60.6	Hydrostatic Testing (2 hrs/day, 10 working days/tank)										\$ 4,600
Total Phase Hours			0	34	0	0	0	0	0	2	36
Total Phase Cost			\$0	\$6,460	\$0	\$0	\$0	\$0	\$0	\$140	\$29,600
TOTAL LABOR HOURS			0	91	20	5	4	4	8	30	162
TOTAL LABOR COST			\$0	\$17,290	\$3,540	\$680	\$460	\$468	\$728	\$2,100	\$48,266

Estimated Expenses (Specify)

Travel (Mileage & Meals)	\$2,500
Reproduction & Shipping	\$0
Total Expenses	\$2,500

Estimated Expenses (Billed at Cost +10%) \$2,500

TOTAL PROJECT AMOUNT \$50,766



AGENDA ITEM REVIEW FORM

Work Session**2. F.****Meeting Date:** 04/06/2016**Department Head:** Eulogio Vera, Public Works Director, Public Works Department**Submitted By:** Manuel Rojas, Assistant Public Works Director, Public Works Department

Action Requested:

ITEM:

Discussion on any and all matters regarding the approval of contract as written with American Pavement Preservation, for the 2016 Pavement Preservation Project. **(Eulogio Vera, Director of Public Works)**

SUMMARY:

In continuance of the 2016 Pavement Preservation Project, staff recommends the approval of the subject contract with American Pavement Preservation, not to exceed **\$350,000.00**. Subject contract is a piggyback with City of Yuma Slurry Seal Service, BID#2016-20000024, map for 2016 attached.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting information is attached to this Agenda Item Review Form.

Document to be Recorded?:

Fiscal Impact**IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM:** yes**CITY/STATE/FEDERAL FUNDS:** HW Users Division**TOTAL:** \$350,000.00**BUDGETED:** \$500,000.00**AVAILABLE TO TRANSFER:** N/A**ACCOUNT #/REMAINING BALANCE:** 200-210-90010 \$150,000.00**FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):**

City Council approved at total of \$500,000.00 for the 2016 Pavement Preservation Project (Slurry Seal and Chip Seal). Staff recommends the approval of contract with American Pavement Preservation, not to exceed \$350,000.00 for Fiscal Year 2016. Due to an Intergovernmental Agreement with Yuma County, we are only to utilize \$100,000.00 for the Chip Seal Project.

Attachments

Quote 2016

BID#2016-20000024

Slurry Map 2016

Payment shall be made as the work progresses in an amount equal to the value of the work done, less the sum of any previous payments. The entire amount of the contract to be paid within 30 days after completion. Interest will accrue at the rate of 1.5% per month on any unpaid balance remaining at 60 days from invoice date. If proposal is accepted, entire proposal including all conditions and exclusions must be made part of contract. Unit prices shall prevail, Excludes any item not specifically listed above. Excludes removal of hazardous waters if encountered. Oil spots to be scraped but due to oil in the asphalt seal may not bond to these areas

Proposal to include the following:

1. Slurry Seal to meet Latex Modified Type 2 and Type 3 Yuma City Slurry Seal Material Specifications.
2. Traffic control by work area or road closure
3. Unit prices to prevail above the minimum amount quoted. Overruns at the unit prices quoted or by dividing the lump sum by the quantity
4. Water and stockpile site for slurry seal operations included
5. Covering of utilities to include metal manhole covers and water valves, owner to locate and mark items to be protected.
6. American Pavement Preservation is not responsible for any sub-base problems or any damage to the asphalt or underground items due to the weight of the machinery required to complete the work

Proposal items not included:

1. Any item not specially included
2. Removal or installation of any pavement markings including buttons, markers, reflectors, striping, etc.
3. Testing if required by owner
4. Traffic control plan and traffic control. Plan and traffic control can be obtained for an additional cost
5. Inspection costs and notifications of agencies or others affected by the work.
6. Surveying, layout, locating underground access valve covers or manhole covers.
7. Complete elimination of any drainage problems, cracking or base failures, asphalt repairs, divot patching, concrete work
8. Prevailing wage
9. Removal of vehicles and items from work area.
10. Ravel sweeping
11. Surface preparations prior to slurry seal

Notes in reference to seal coat and slurry seal

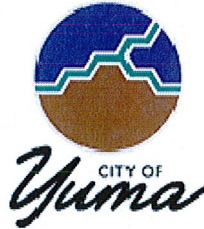
1. The complete elimination of any drainage problems or reflective cracking is not intended or guaranteed.
2. Power steering turning marks are normal and should not be cause for concern
3. The new surface to remain tender for a few weeks and during hot temperatures.
4. American Pavement Preservation is not responsible for damage to finished surface by garbage trucks, landscapers, others, or human, vehicle or animal tracking of the fresh material.
6. Parking stall oil spots to be ground as per City specification, or other wise treated, but due to penetration of the vehicle oil into the asphalt, adhesion of the slurry seal in these areas cannot be guaranteed.
7. Ravel sweeping to be completed by the property owner
8. Work area to be accessible to slurry equipment and project to be completed while crew is in the area
9. Retention not to be held on American Pavement Preservation portion of the work

American Pavement Preservation is a non-union contractor and will complete the work on a non-union basis, with non-union open merit shop employees only.

American Pavement Preservation will not sign or become signatory to any union or sign any labor agreements

American Pavement Preservation will not contribute or pay into any organized labor funds

**CITY OF YUMA
PURCHASING DIVISION
NOTICE OF INVITATION FOR FORMAL BID**



BID NUMBER: 2016-20000024

BID TITLE: Slurry Seal Services

BID DUE DATE AND TIME:

Tuesday, September 15, 2015 @ 2:00 pm Arizona Time

SCOPE OF WORK: Purchase and Delivery of Slurry Seal Services. This will be a one-year contract with the option to renew for four additional one-year periods, one period at a time based on performance and availability of funds.

BID OPENING AND SUBMITTAL LOCATION:

Please submit your bid to:

City of Yuma
Purchasing Division
One City Plaza
Yuma, AZ 85364-1436

Vendor shall return the Bid Form in a sealed envelope that clearly identifies the bid number, vendor's name and address. Bids must be received in the office of Purchasing Division, One City Plaza, Yuma, Arizona 85364 no later than the time stated in the bid. The time/date recorder located in the Purchasing Division Office will be used to record the official time of receipt.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if this solicitation is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on a City of Yuma Bid Form, which accompanies this solicitation.

**VENDORS ARE STRONGLY ENCOURAGED TO
CAREFULLY READ THE ENTIRE BID.**

**CITY OF YUMA
Slurry Seal Services
Bid #2010000419**

**2/3/2016
American Pavement Preservation, LLC
Las Vegas, NV**

**Vendor Contact:
ericr@americanpave.com**

Eric Reimschiessel @ (702) 249-5811 or

Delivery: 45 Days ARO

Payment: Net 30 Days

1. Emulsified Asphalt to be CQS-1H	
2. Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified) or LMCQS	
12 lbs	\$1.1530
13 lbs	\$1.2490
14 lbs	\$1.3450
15 lbs	\$1.4400
16 lbs	\$1.5300
3. Type III Slurry Seal CQS-1H (TR) (Tire Rubber Modified)	\$1.9200
18 to 20 lbs	
4. Any additional lbs per sq yd of aggregate would be \$.0961 per lb per sq yd over the 12 lb agreed price	

016012



Purchase Order Number Must Appear
On All Invoices, Bill of Lading and Any
Correspondence.

City of YUMA

Bill To

City of Yuma - Accounting
One City Plaza
YUMA, AZ 85364
Payables@YumaAZ.Gov

Ship To

Street Division
155 W 14th St
Yuma, AZ 85364

Purchase Order

No. 2016-40000388

11/22/15

Vendor 112143 AMERICAN PAVEMENT PRESERVATION
LLC

Deliver by 10/20/16

Contact

AMERICAN PAVEMENT PRESERVATION LLC
4725 E CARTIER AVENUE
LAS VEGAS, NV 89115

Bid # 2016-20000024 1 of 5

Freight Terms

Buyer MARY E ROMAN

Contract #

Purchasing (928) 373-5114

Quantity	U/M	Description	Unit Cost	Total Cost
250000.0000	DL	Reseal	\$1.0000	\$250,000.00
Item Description TYPE 2 AND TYPE 3 SLURRY SEAL				
Detail Description To be ordered as needed:				
		1. Emulsified Asphalt CQS -1H -	\$1.017	
		2. Type II Slurry Seal with CQS-1H TR -	\$1.153	
		(TR - Tire Rubber Modified)		
G/L Account		Project	Amount	Percent
101-40-31-STPM.6501 (Maintenance of Facilities)				100.00%

Total \$250,000.00

Authorized Signature

Special Instructions

Approved by Council - October 21, 2015
Vendor Contact: Eric Reimschiessel @ (702)507-5444; ericr@americanpave.com
City of Yuma Contact Martin Agundez @ (928) 373-4548

The City's Standard Terms and Conditions can be found at www.YumaAZ.gov

SLURRY SEAL SERVICES
BID FORM

COPY

INSTRUCTIONS: COMPLETE THE SHADED AREAS ONLY. Return this completed document in a sealed envelope by mail to: City of Yuma, Purchasing Division, One City Plaza, Yuma, Arizona 85364-1436, with the bid number, vendor's name and address. Return no later than the time and date as stated in the bid. For best results, please complete this as a fill form and do not hand write your data. No other price pages or format acceptable.

The Vendor hereby offers and agrees to furnish, deliver and install materials, labor and all costs associated and in compliance with all terms, conditions, specifications, and any addenda to this bid. Failure to comply with the aforementioned may result in disqualification of the bid.

Prices quoted must remain firm - fixed prices for the first TWELVE (12) months, renewable for four (4) additional one year terms, one year at a time. It will be the vendor's responsibility to notify City of any price change thirty (30) days prior to the anniversary date of contract renewal. Failure to do so may result in the denial of any increase requested. The contract will automatically be renewed annually at the same price (s) if no request has been received.

In the event of an unpredictable change in the market that affects the then current contract price, the Vendor may submit justification for a price adjustment. The Contract Administrator and Purchasing Agent will review the justification and determine applicable price adjustment. Upon return to normal market conditions, the price will be adjusted to the price established by the original contract terms. The Purchasing Agent will be the final authority on any price adjustment due to unpredictable market change. If the Vendor, Manufacturer or Supplier at anytime during the course of this contract, makes a general price decrease to the Vendor, the Vendor must promptly notify the City in writing and extend such decrease to the City effective on the date of such general price decrease.

SPECIAL NOTE: All Bidders must register with www.AZPurchasing.org. Please be advised if the solicitation accompanying this Bid Form is received by other than downloading the solicitation directly from www.AZPurchasing.org, you may not receive all the required documents. The City of Yuma will not accept any bids that are not on this Bid Form.

Delivery is guaranteed within: **15** days, after Receipt of Order (ARO)?

Date **September 15, 2015**

To: City of Yuma, Yuma, Arizona

From: Vendor (Business Name)

Owner's Name

American Pavment Preservation

APP Holdings

Physical Business Address (No PO Box)

4725 East Cartier Avenue

Mark if City or Town

City Town

County

Clark County Nevada

City

Las Vegas

State & ZIP

Nevada 89115

Telephone Number

Cellular Telephone Number

702-507-5444

702-249-5811

Fax

702-644-0128

E-mail Address

ericr@americanpave.com

SLURRY SEAL SERVICES BID FORM

ITEM NO.	DESCRIPTION	EST QTY	UOM	UNIT COST	TOTAL COST
1.	Emulsified Asphalt to be CQS-1H	200,000	Sq Yds	\$1.017	\$203,400.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber Modified)	200,000	Sq Yds	\$1.153	\$230,600.00
PROMPT PAYMENT DISCOUNT: As stated in the "Standard Terms & Conditions", "Discounts" the price(s) quoted herein can be discounted by:		0	%, if payment is made within	30	<u>days.</u>
NOTE: Unless Prompt Payment Discount is specified above, A NET/30 will be considered in determining the bid award.					
Federal Taxpayer ID # 88-0453460					
This number will be in the format of XX-XXXXXXX or XXX-XX-XXXX, meaning that a taxpayer ID number is nine numbers only, no letters, and the format is for an employer ID number or a social security number. Do not list your State tax license number here.					
Name of your City Las Vegas Nevada					
Your City's Sales Tax % 8.10%					
City of Yuma Business License # CNTR 006718 01 2015					
Is your Business located in the City Limits of Yuma?			YES <input type="checkbox"/>		
			NO <input checked="" type="checkbox"/>		
By signing this document, Vendor agrees that the offered products complies with all specifications and additional requirements as stated in this bid. If there are any specifications or requirements, which you cannot comply with, please name and describe the nonconformance in the area provided below.					
I hereby state the products I am offering complies with all specifications and requirements as stated in this bid, and any nonconformance issued have been recorded below:					
Item No.	Found on Page #				
If additional space is needed, please attach another sheet.					

SLURRY SEAL SERVICES BID FORM

Arizona Revised Statutes Compliance - Verification of Employment Eligibility

Verification of Employment Eligibility: Pursuant to A.R.S. § 41-4401, "After September 30, 2008, a government entity shall not award a contract to any Company or subcontractor that fails to comply with" the requirements of A.R.S. § 23-214. Section 23-214 imposes requirements upon employers to verify the employment eligibility of all its employees as set forth in that statute and its related definitions.

The City of Yuma will not enter into a contract with any Company or its providers or subcontractors that is/are not in compliance with the requirements of A.R.S. § 23-214. All bidders and proposers agree and acknowledge that the City of Yuma is relying on the representations set forth in this Verification of Employment Eligibility form and would not consider a bid or proposal without the completion of this form by the bidder or proposer.

By signing below, Company, as named below, represents and warrants that this company is in full compliance with all federal, state, and local laws, rules, and regulations regarding employment eligibility of all its employees, including use of the requirements of A.R.S. § 23-214, and Company shall remain in compliance during the term of any (Contract)(Agreement) that it is awarded by the City of Yuma.

Company further represents and warrants that all providers or subcontractors providing goods or services under this (Contract)(Agreement) are in compliance with all federal, state, and local laws, rules and regulations regarding employment eligibility of all employees, including A.R.S. § 23-214, and that Company shall require all providers and subcontractors to remain in compliance during the term of any (Contract)(Agreement) that Company has with the City of Yuma.

Company shall defend, indemnify and hold the City of Yuma harmless from any loss, damage, expense, liability, penalty, claim, or fee (including reasonable attorneys fees) caused by or arising from, directly or indirectly, in whole or in part, any false or inaccurate representation set forth above, breach of any warranties set forth above, and/or any other failure to comply with A.R.S. § 23-214 or any other requirements of this Verification of Employment Eligibility form.

Under the provisions of A.R.S. § 41-4401, Company hereby warrants to the City that the Company and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and AIR'S. § 23-214(A) (hereinafter "Company Immigration Warranty").

A breach of the Company Immigration Warranty shall constitute a material breach of this Contract and shall subject the Company to penalties up to and including termination of this Contract at the sole discretion of the City.


The City retains the legal right to inspect the papers of any Company or Subcontractors employee who works on this Contract to ensure that the Company or Subcontractor is complying with the Company Immigration warranty. Company agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Company and any of subcontractors to ensure compliance with Company's Immigration Warranty. Company agrees to assist the City in regard to any random verification performed.

Neither the Company nor any Subcontractor shall be deemed to have materially breached the Company Immigration Warranty if the Company or Subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

The provision of this Article must be included in any contract the Company enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Company or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Respectfully Submitted (Physical Signature required below by Person Authorized to sign)



Vendor (Business Name)

AMERICAN PAVEMENT PRESERVATION LLC

Contact Name & Title

Eric M. Reimschiessel

Date **September 15, 2015**

**CITY OF YUMA
 BID #2016-20000024
 SLURRY SEAL SERVICES**

		American Pavement Preservation Las Vegas, NV	Southwest Slurry Seal, Inc. Phoenix, AZ	VSS International Chandler, AZ
	Est Qty - Sq Yds			
1.	Emulsified Asphalt to be CQS-1H	\$1.017 \$203,400.00	\$1.210 \$242,000.00	\$1.480 \$296,000.00
2.	Type II Slurry Seal with CQS-1H TR (Tire Rubber)	\$1.15 \$230,600.00	\$1.28 \$256,000.00	\$1.56 \$312,000.00

This information is not the official results but is for informational purposes only.
 Please contact the Purchasing Division for further information.

**Recommended Performance
Guideline
For
Emulsified Asphalt Slurry Seal
A105
(Revised February 2010)**



NOTICE

It is not intended or recommended that this guideline be used as a verbatim specification. It should be used as an outline, helping user agencies establish their particular project specification. Users should understand that almost all geographical areas vary as to the availability of materials. An effort should be made to determine what materials are reasonably available, keeping in mind system compatibility and specific job requirements. Contact ISSA for answers to questions and for a list of ISSA member contractors and companies.

**International Slurry Surfacing Association
#3 Church Circle, PMB 250
Annapolis, MD 21401
(410) 267-0023
www.slurry.org**

RECOMMENDED PERFORMANCE GUIDELINE FOR EMULSIFIED ASPHALT SLURRY SEAL

1. SCOPE

The intent of this guideline is to aid in the design, testing, quality control, measurement and payment procedures for the application of Emulsified Asphalt Slurry Seal Surfacing.

2. DESCRIPTION

Slurry seal shall consist of a mixture of an emulsified asphalt, mineral aggregate, water, and additives, proportioned, mixed and uniformly spread over a properly prepared surface as directed by the Buyer's Authorized Representative (B.A.R.). The slurry seal shall be applied as a homogeneous mat, adhere firmly to the prepared surface, and have a skid-resistant texture throughout its service life.

3. SPECIFICATIONS

It is not normally required to run all tests on every project. A compilation of results from the listed tests should be indicative of system performance. Failure to meet specification for an individual test does not necessarily disqualify the system. If, for example, the system to be used on the project has a record of good performance, individual requirements for testing may be waived. Agency and testing methods are listed in the appendix (see Appendix A) and form a part of this guideline.

4. MATERIALS

4.1 EMULSIFIED ASPHALT

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 140 or ASTM D 977 for SS-1 or SS-1h. For CSS-1, CSS-1h, or CQS-1h, it shall meet the requirements of AASHTO M 208 or ASTM D 2397.

Each load of emulsified asphalt shall be accompanied with a Certificate of Analysis/Compliance to indicate that the emulsion meets the specifications.

4.2 AGGREGATE

4.2.1 GENERAL

The mineral aggregate used shall be the type specified for the particular application requirements of the slurry seal. The aggregate shall be crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation to be used.

4.2.2 QUALITY TESTS

The aggregate should meet agency specified polishing values and these minimum requirements:

TEST	TEST METHOD		SPECIFICATION
	AASHTO	ASTM	
Sand Equivalent Value of Soils and Fine Aggregate	T 176	D 2419	45 Minimum
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	T 104	C 88	15% Maximum w/Na ₂ SO ₄ 25% Maximum w/MgSO ₄
Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine ¹	T 96	C 131	35% Maximum

¹The abrasion test is run on the parent aggregate.

4.2.3 GRADATION

When tested in accordance with AASHTO T 27 (ASTM C 136) and AASHTO T 11 (ASTM C 117), the mix design aggregate gradation shall be within one of the following bands (or one recognized by the local paving authority):

SIEVE SIZE	TYPE I PERCENT PASSING	TYPE II PERCENT PASSING	TYPE III PERCENT PASSING	STOCKPILE TOLERANCE FROM THE MIX DESIGN GRADATION
3/8 (9.5 mm)	100	100	100	
# 4 (4.75 mm)	100	90 - 100	70 - 90	± 5%
# 8 (2.36 mm)	90 - 100	65 - 90	45 - 70	± 5%
# 16 (1.18 mm)	65 - 90	45 - 70	28 - 50	± 5%
# 30 (600 um)	40 - 65	30 - 50	19 - 34	± 5%
# 50 (300 um)	25 - 42	18 - 30	12 - 25	± 4%
#100 (150 um)	15 - 30	10 - 21	7 - 18	± 3%
#200 (75 um)	10 - 20	5 - 15	5 - 15	± 2%

The gradation of the aggregate stockpile shall not vary by more than the stockpile tolerance from the mix design gradation (indicated in the table above) while also remaining within the specification gradation band. The percentage of aggregate passing any two successive sieves shall not change from one end of the specified range to the other end.

The aggregate will be accepted at the job location or stockpile based on five gradation tests sampled according to AASHTO T 2 (ASTM D 75). If the average of the five tests is within the stockpile tolerance from the mix design gradation, the material will be

accepted. If the average of those test results is out of specification or tolerance, the contractor will be given the choice to either remove the material or blend additional aggregate with the stockpile material to bring it into compliance. Materials used in blending must meet the required aggregate quality test specifications in Section 4.2.2 before blending and must be blended in a manner to produce a consistent gradation. Aggregate blending may require a new mix design.

Screening shall be required at the stockpile if there are any problems created by oversized materials in the mix.

Type I. This aggregate gradation is used to fill surface voids, address moderate surface distresses, and provide protection from the elements. The fineness of this mixture provides the ability for some crack penetration.

Type II. This aggregate gradation is used to fill surface voids, address more severe surface distresses, seal, and provide a durable wearing surface.

Type III. This aggregate gradation provides maximum skid resistance and an improved wearing surface.

4.3 MINERAL FILLER

Mineral filler may be used to improve mixture consistency and to adjust mixture breaking and curing properties. Portland cement, hydrated lime, limestone dust, fly ash, or other approved filler meeting the requirements of ASTM D 242 shall be used if required by the mix design. Typical use levels are normally 0.0 - 3.0 percent and may be considered part of the aggregate gradation.

4.4 WATER

The water shall be free of harmful salts and contaminants. If the quality of the water is in question, it should be submitted to the laboratory with the other raw materials for the mix design.

4.5 ADDITIVES

Additives may be used to accelerate or retard the break/set of the slurry seal. Appropriate additives, and their applicable use range, should be approved by the laboratory as part of the mix design.

5. LABORATORY EVALUATION

5.1 GENERAL

Before work begins, the contractor shall submit a signed mix design covering the specific materials to be used on the project. This design will be performed by a laboratory which has experience in designing Emulsified Asphalt Slurry Seal Surfacing. After the mix design has been approved, no material substitution will be permitted unless approved by the B.A.R.

ISSA can provide a list of laboratories experienced in slurry seal design.

5.2 MIX DESIGN

Compatibility of the aggregate, emulsified asphalt, water, mineral filler and other additives shall be evaluated in the mix design. The mix design shall be completed using materials consistent with those supplied by the contractor for the project. Recommended tests and values are as follows:

TEST	ISSA TB NO.	SPECIFICATION
Mix Time @ 77°F (25°C)	TB 113	Controllable to 180 Seconds Minimum
Slurry Seal Consistency	TB 106	0.79 – 1.18 inches (2.0 – 3.0 cm)
Wet Cohesion @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	TB 139 (For quick-traffic systems)	12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
Wet Stripping	TB 114	Pass (90% Minimum)
Wet-Track Abrasion Loss One-hour Soak	TB 100	75 g/ft ² (807 g/m ²) Maximum
Excess Asphalt by LWT Sand Adhesion	TB 109 (Critical in heavy-traffic areas)	50 g/ft ² (538 g/m ²) Maximum

The Wet Track Abrasion Test is performed under laboratory conditions as a component of the mix design process. The purpose of this test is to determine the minimum asphalt content required in a slurry seal system. The Wet Track Abrasion Test is not recommended as a field quality control or acceptance test. ISSA TB 136 describes potential causes for inconsistent results of the Wet Track Abrasion Test.

The mixing test is used to predict the time the material can be mixed before it begins to break. It can be a good reference check to verify consistent sources of material. The laboratory should verify that mix and set times are appropriate for the climatic conditions expected during the project.

The laboratory shall also report the quantitative effects of moisture content on the unit weight of the aggregate (bulking effect) according to AASHTO T19 (ASTM C29). The report must clearly show the proportions of aggregate, mineral filler (if used) and emulsified asphalt based on the dry weight of the aggregate.

The percentages of each individual material required shall be shown in the laboratory report. Based on field conditions, adjustments within the specific ranges of the mix design may be required.

The component materials shall be designed within the following limits:

COMPONENT MATERIALS	SUGGESTED LIMITS
Residual Asphalt	Type I: 10 - 16% Type II: 7.5 - 13.5% Type III: 6.5 - 12% (Based on dry weight of aggregate)
Mineral Filler	0.0 - 3.0% (Based on dry weight of aggregate)
Additives	As needed
Water	As required to produce proper mix consistency

5.3 MIX TOLERANCES

Tolerances for the slurry seal mixture are as follows:

- a. After the residual asphalt content is determined, a variation $\pm 1\%$ by weight of dry aggregate will be permitted.
- b. The slurry consistency, as determined according to ISSA TB No. 106, shall not vary more than $\pm 0.2"$ (± 0.5 cm) from the job mix formula after field adjustments.
- c. The rate of application shall not vary more than ± 2 lb/yd² (± 1.1 kg/m²) when the surface texture does not vary significantly.

6. EQUIPMENT

6.1 GENERAL

All equipment, tools, and machines used in the application of slurry seal shall be maintained in satisfactory working condition at all times.

6.2 MIXING EQUIPMENT

The machine shall be specifically designed and manufactured to apply slurry seal. The material shall be mixed by an automatic-sequenced, self-propelled, slurry seal mixing machine of either truck-mounted or continuous-run design. Continuous-run machines are those that are equipped to self-load materials while continuing to apply slurry seal. Either type machine shall be able to accurately deliver and proportion the mix components through a mixer and to discharge the mixed product on a continuous-flow basis. Sufficient storage capacity for all mix components is required to maintain an adequate supply to the proportioning controls.

The B.A.R. should decide which type of equipment best suits the specific project. In some cases, truck-mounted machines may be more suited, i.e. cul-de-sacs, small narrow roadways, parking lots, etc. On some projects, continuous-run equipment may be chosen due to the continuity of mix and the reduction of start-up joints. Generally, truck-mounted machines or continuous-run machines may be used on similar projects.

If continuous-run equipment is used, the machine shall provide the operator with full control of the forward and reverse speeds during application of the slurry seal. It shall be equipped with a self-loading device and opposite-side driver stations. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be of original-equipment-manufacturer design.

6.3 PROPORTIONING DEVICES

Individual volume or weight controls for proportioning mix components shall be provided and properly labeled. These proportioning devices are used in material calibration to determine the material output at any time.

6.4 SPREADING EQUIPMENT

The mixture shall be placed uniformly by means of a spreader box attached to the paver and mechanically equipped, if necessary, to agitate and spread the material evenly throughout the box. With some quick-set systems, mechanical agitation may extend mix time. The slurry seal mixture shall have the proper consistency as it enters the spreader box. Spraying of additional water into the spreader box will not be permitted.

A front seal shall be utilized to ensure no loss of the mixture at the road contact point. The rear seal shall act as final strike-off and shall be adjustable. The spreader box and rear seal shall be designed and operated to provide uniform mix consistency behind the box. The spreader box shall have suitable means to side shift to compensate for variations in the pavement width. A burlap drag or other approved screed may be attached to the rear of the spreader box to provide a highly textured uniform surface. A drag stiffened by hardened slurry is ineffective and should be replaced immediately.

6.5 AUXILIARY EQUIPMENT

Suitable surface preparation equipment, traffic control equipment, hand tools, and other support and safety equipment necessary to perform the work shall be provided by the contractor.

7. CALIBRATION

Each mixing unit to be used in performance of the work shall be calibrated in the presence of the B.A.R. prior to the start of the project. Previous calibration documentation covering the exact materials to be used may be acceptable, provided the calibration was performed during the previous 60 days. The documentation shall include an individual calibration of each material at various settings, which can be related to the machine's metering devices. Any equipment replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been accepted. ISSA Inspector's Manual describes a method of machine calibration. ISSA contractors and/or machine manufacturers may also provide methods of machine calibration.

8. WEATHER LIMITATIONS

The slurry seal shall not be applied if either the pavement or air temperature is below 50°F (10°C) and falling, but may be applied when both pavement and air temperatures are above 45°F (7°C) and rising. No slurry seal shall be applied when there is the possibility of freezing temperatures at the project location within 24 hours after application. The mixture shall not be applied when weather conditions prolong opening to traffic beyond a reasonable time.

9. NOTIFICATION AND TRAFFIC CONTROL

9.1 NOTIFICATION

Homeowners and businesses affected by the paving shall be notified at least one day in advance of the surfacing. Should work not occur on the specified day, a new notification will be distributed. The notification shall be posted in written form, stating the time and date that the surfacing will take place. If necessary, signage alerting traffic to the intended project should be posted.

9.2 TRAFFIC CONTROL

Traffic control devices shall be in accordance with agency requirements and, if necessary, conform to the requirements of the Manual on Uniform Traffic Control Devices. Opening to traffic does not constitute acceptance of the work.

In areas that are subject to an increased rate of sharp-turning vehicles, additional time may be required for a more complete cure of the slurry seal mat to prevent damage. Tire marks may be evident in these areas after opening but typically diminish over time with rolling traffic.

10. SURFACE PREPARATION

10.1 GENERAL

Prior to applying the slurry seal, loose material, oil spots, vegetation, and other objectionable material shall be removed. Any standard cleaning method will be acceptable. If water is used, cracks shall be allowed to dry thoroughly before slurry surfacing. Manholes, valve boxes, drop inlets and other service entrances shall be protected from the slurry seal by a suitable method. The B.A.R. shall approve the surface preparation prior to surfacing.

10.2 TACK COAT

Normally, tack coat is not required unless the surface to be covered is extremely dry and raveled or is concrete or brick. If required, the emulsified asphalt should be SS, CSS, or the slurry seal emulsion. Consult with the slurry seal emulsion supplier to determine dilution stability. The tack coat may consist of one part emulsified asphalt/three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the dilution evenly at a rate of 0.05-0.15 gal/yd² (0.23-0.68 l/m²). The tack coat shall be allowed to cure sufficiently before the application of slurry seal. If a tack coat is to be required, it must be noted in the project plans.

10.3 CRACKS

It is recommended to treat cracks wider than 0.25" (0.64cm) in the pavement surface with an approved crack sealer prior to application of the slurry seal.

11. APPLICATION

11.1 GENERAL

If required, it is recommended that a test strip be placed in conditions similar to those expected to be encountered during the project.

The surface may be wetted with water ahead of the spreader box. The rate of application of the water spray shall be adjusted during the day to suit temperature, surface texture, humidity, and dryness of the pavement. Pooling or standing water shall be avoided.

The slurry seal shall be of the desired consistency upon exiting the mixer. A sufficient amount of material shall be carried in all parts of the spreader box at all times so that complete coverage is achieved. Overloading of the spreader shall be avoided.

No lumping, balling, or unmixed aggregate shall be permitted.

Significant streaks, such as those caused by oversized aggregate or broken mix, shall not be left in the finished surface. If excessive streaking occurs, the job will be stopped until the cause of the problem has been corrected. Some situations may require screening the aggregate prior to loading it into the units going from the stockpile area to the jobsite.

11.2 RATE OF APPLICATION

The slurry seal mixture shall be of the proper consistency at all times so as to provide the application rate required by the surface condition. The average application rate shall be in accordance with the following table:

AGGREGATE TYPE	LOCATION	SUGGESTED APPLICATION RATE
Type I	Parking Areas Urban and Residential Streets Airport Runways	8 - 12 lb/yd ² (4.3 - 6.5 kg/m ²)
Type II	Urban and Residential Streets Airport Runways	10 - 18 lb/yd ² (5.4 - 9.8 kg/m ²)
Type III	Primary and Interstate Routes	15 - 22 lb/yd ² (8.1 - 12.0 kg/m ²)

Suggested application rates are based upon the weight of dry aggregate in the mixture. Application rates are affected by the unit weight and gradation of the aggregate and the demand of the surface to which the slurry seal is being applied.

11.3 JOINTS

No excess buildup, uncovered areas, or unsightly appearance shall be permitted on longitudinal or transverse joints. The contractor shall provide suitable equipment to produce a minimum number of longitudinal joints throughout the project. When possible, a longitudinal joint shall not be placed in a wheel path. Less than full box width passes will be used only as required. If less than full box width passes are used, they shall not be the last pass of any paved area. A maximum of 6" (15.2 cm) shall be allowed for overlap of longitudinal joints.

11.4 MIXTURE

The slurry seal shall possess sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. It shall be free of excess liquids which create segregation of the aggregate. Spraying of additional water into the spreader box will not be permitted.

11.5 HANDWORK

Areas which cannot be accessed by the mixing machine shall be surfaced using hand squeegees to provide complete and uniform coverage. If necessary, the area to be handworked shall be lightly dampened prior to mix placement. Handwork shall exhibit the same finish as that applied by the spreader box and shall be completed prior to final surfacing.

11.6 LINES

Care shall be taken to apply straight lines along curbs, shoulders, and intersections. No run-off on these areas will be permitted. Roofing felt or heavy plastic may be used to begin or end a pull cleanly. This also provides for easy removal of excess slurry.

11.7 ROLLING

Rolling is usually not necessary for slurry seal on roadways. Airports and parking areas should be rolled by a self-propelled, 10-ton (maximum) pneumatic tire roller equipped with a water spray system. All tires should be inflated per manufacturer's specifications. Rolling shall not start until the slurry has cured sufficiently to avoid damage by the roller. Areas which require rolling shall receive a minimum of two (2) full coverage passes.

11.8 CLEAN UP

All utility access areas, gutters and intersections, shall have the slurry seal removed as specified by the B.A.R. The contractor shall remove any debris associated with the performance of the work on a daily basis.

12. QUALITY CONTROL

12.1 INSPECTION

Inspectors assigned to projects must be familiar with the materials, equipment and application of slurry seal. Local conditions and specific project requirements should be considered when determining the parameters of field inspection.

Proper mix consistency should be one of the major areas of inspector concern. If mixes are too dry, streaking, lumping and roughness will be present in the mat surface. Mixes applied too wet will flow excessively and not hold straight lane lines. Excessive liquids may also cause an asphalt-rich surface with segregation.

12.2 MATERIALS

To account for aggregate bulking, it is the responsibility of the contractor to check stockpile moisture content and to set the machine accordingly. At the B.A.R.'s discretion, material tests may be run on representative samples of the aggregate and emulsion. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet the specifications.

12.3 SLURRY SEAL

If required, representative samples of the slurry seal may be taken directly from the slurry unit(s). Consistency (ISSA TB No. 106) and residual asphalt content (ASTM D2172) tests may be run on the samples. Please note that the consistency test may not be applicable to certain Quick-Set and Quick-Traffic systems because of erratic results due to setting characteristics. If this test is run, it must be performed immediately after the sample is taken. Tests will be run at the expense of the buyer. The buyer must notify the contractor immediately if any test fails to meet specifications.

Data obtained from the proportioning devices on the slurry seal unit may be used to determine individual material quantities and application rate.

12.4 NON-COMPLIANCE

If any two successive tests fail on the stockpile aggregate, the job shall be stopped. If any two successive tests on the mix from the same machine fail, the use of the machine shall be suspended. It will be the responsibility of the contractor, at his expense, to prove to the B.A.R. that the problems have been corrected.

13. PAYMENT

The slurry seal shall be measured and paid for by the unit area or weight of aggregate and the weight of emulsion used on the work completed and accepted by the buyer. If paid by the weight of the aggregate and emulsified asphalt, the contractor shall submit to the B.A.R. certified delivery tickets which show quantities of each material delivered to the job site and used on the project. Payment shall be full compensation for all preparation, mixing and application of materials, and for all labor, equipment, tools, testing, cleaning, and incidentals necessary to complete the job as specified herein.

APPENDIX A

AGENCIES

AASHTO: American Association of State Highway and Transportation Officials
 ASTM: American Society for Testing and Materials
 ISSA: International Slurry Surfacing Association

TEST METHODS

EMULSIFIED ASPHALT

AASHTO TEST NO.	ASTM TEST NO.	TEST
M 140	D 977	Standard Specification for Emulsified Asphalt
M 208	D 2397	Specification for Cationic Emulsified Asphalt
T 40	D 140	Sampling Bituminous Materials
T 59	D 244	Test Methods and Practices for Emulsified Asphalts
T 59	D 6997	Distillation of Emulsified Asphalt

AGGREGATE AND MINERAL FILLER

AASHTO TEST NO.	ASTM TEST NO.	TEST
T 176	D 2419	Sand Equivalent Value of Soils and Fine Aggregate
T 104	C 88	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate
96	C 131	Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine (This test should be performed on the parent rock that is used for crushing the finer gradation Micro Surfacing material.)
T 27	C 136	Sieve Analysis of Fine and Coarse Aggregates
T 11	C 117	Test Method for Materials Finer than 75µm (No. 200) Sieve in Mineral Aggregates by Washing
T 2	D 75	Sampling Aggregates
M 17	D 242	Mineral Filler for Bituminous Paving Mixtures
T 19	C 29	Bulk Density ("Unit Weight") and Voids in Aggregate

APPENDIX A
TEST METHODS (CONTINUED)

SLURRY SEAL SYSTEM

ISSA TEST NO.	Test
TB 100	Test Method for Wet Track Abrasion of Slurry Surfaces
TB 101	Guide for Sampling Slurry Mix for Extraction Test
TB 106	Measurement of Slurry Seal Consistency
TB 109	Test Method for Measurement of Excess Asphalt in Bituminous Mixtures by Use of a Loaded-Wheel Tester
TB 111	Outline Guide Design Procedure for Slurry Seal
TB 112	Method of Estimate Slurry Seal Spread Rates and To Measure Pavement Macrotecture
TB 113	Trial Mix Procedure for Slurry Seal Design
TB 114	Wet Stripping Test for Cured Slurry Seal Mixes
TB 115	Determination of Slurry Seal Compatibility
TB 139	Method of Classified Emulsified Asphalt, Aggregate Mixtures by Modified Cohesion Test Measurement of Set and Cure Characteristics
A105	Design, Testing, and Construction of Slurry Seal

NOTES:

ASTM D 3910, Standard Practice for Design, Testing, and Construction of Slurry Seal, is a combined reference of the ISSA Test Bulletins listed above.

ASTM D 2172, Standard Test Methods for Quantitative Extraction of Bitumen From Bituminous Paving Mixtures, is referenced in Section 12.3.

ISSA A105
Revised February 2010



International Slurry Surfacing Association
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www.slurry.org

SECTION 715

SLURRY SEAL MATERIALS

715.1 GENERAL:

Slurry seal shall consist of a properly proportioned mixture of emulsified asphalt, mineral aggregate, mineral fillers, additives (if necessary), and water.

All material sources must be approved prior to their use. The Contractor will submit a job mix formula and if requested prequalifications for materials at least seven days prior to start of construction. When requested, additional samples will be furnished during the construction period at no cost to the Contracting Agency. This is a non-pay item.

715.2 AGGREGATE:

715.2.1 Mineral Filler: Mineral filler shall consist of finely divided matter, such as hydrated lime, Portland cement, limestone dust or fly ash, conforming to the requirements of ASTM D4318. Mineral filler shall be used only when needed to reduce the setting time, to improve the workability or to reduce the stripping characteristics of the aggregate emulsion mixture. The minimum amount of the required filler will be used and it will be considered as part of the blended aggregate. The expected range shall be between .25% and 2.0% by weight of aggregate.

715.2.2 Mineral Aggregate: Coarse and fine aggregates or approved mineral filler shall be per Section 701. The mineral filler will be considered as part of the blended aggregate. The material shall be non-plastic (ASTM D4318) with a sand equivalent (ASTM D2419) of at least 50. The abrasion loss (ASTM C131) shall not exceed 35 percent. Historical test data from source aggregate may be used that was run within the past two years. Mineral aggregates used shall be 100% crushed. No natural sand shall be allowed. The gradation of mineral aggregate without mineral filler shall conform to Table 715-1.

SIEVE SIZE	Type I % PASSING	Type II % PASSING	Type III % PASSING
3/8	100	100	100
No. 4	100	85/100	70/90
No. 8	90/100	65/90	45/70
No. 16	65/90	45/70	28/50
No. 30	40/60	30/50	19/34
No. 50	25/42	18/30	12/25
No. 100	15/30	10/21	7/18
No. 200	10/20	5/15	5/15
Emulsified Asphalt content as a % of Dry Wt. Of Aggregate (approx.) ASTM D3910 (W.T.A.T. TEST)	18	16	14
Residual Asphalt Range requirements % of Dry Wt. of Aggregate ASTM D3910 (W.T.A.T. TEST)	10-16	7.5-13	6.5-12
Pounds of Aggregate per Square Yard (approx.)	8-10	12-18	18-25

715.3 BITUMINOUS MATERIAL:

The emulsified asphalt used for seal coating shall be quick setting or slow setting as per Section 713.

SECTION 715

Polymer modified cationic quick setting emulsion (PMCQS-1h) may be used when approved by the Engineer.

The quick setting emulsified asphalt shall be of the anionic or cationic quick set type such as QSH, CQSH, or PMCQS-1h that will react to chemically active mineral fillers such as Portland cement in such a way that the applied slurry mixture can support controlled traffic in 45-60 minutes after application. The amount of chemically active filler shall be determined by job mix formula and field performance.

Polymer modified cationic quick setting emulsion (PMCQS-1h) shall be homogeneous and the polymer used shall consist of either a solid polymer milled / blended into the asphalt or latex blended into the emulsifier solution prior to the emulsification process. The PMCQS-1h shall contain a minimum of three percent polymer and shall conform to Section 713.

Slow setting emulsion may be used when traffic control is not a critical item.

Quick Set Emulsion Mix Properties	
Slurry Seal Mixing, 70-85 degree F., Sec.	120 Sec. Min.
Slurry Seal Setting test, 70-85 degree F., 1 hour cure	No Brown Stain
Slurry Seal Water Resistance Test, 70-85 degree F., 30 minute cure	No More Than Slight Discoloration

Placement of slurry seal is temperature dependent and should be tested under field conditions.

715.4 WATER:

Water shall be potable and be compatible with the slurry ingredients used.

715.5 DETERMINATION OF JOB MIX FORMULA:

The job mixture shall be designed to provide a suitable surface for traffic conditions, climate and curing. All materials shall be pre-tested in a qualified laboratory to determine their suitability for use in the slurry seal. The Wet Track Abrasion Test (W.T.A.T.) will be used for design purposes to establish the mix design to be used in the specified slurry seal.

The test will show a maximum wear loss of 75 grams per square foot. Samples of materials to be used on the job shall be used to run the W.T.A.T. The test will be performed in accordance with ASTM D3910 Design Testing and Construction of Slurry Seal.

715.5.1 Composition of Slurry Seal Mixtures: The job mixture shall conform to the requirements of the contract documents. The mixture shall attain an initial set in not less than 5 minutes not more than one hour. In cases where the surface is not critical to be open to traffic, a longer set time may be allowed, however not to exceed 12 hours. The setting time may be adjusted by the addition or removal of approved mineral fillers or chemical agents. The mixture shall be one of three types whose combined aggregates conform to the graduation requirements of Table 715-1. The mixture shall be sufficiently free flowing to fill cracks in the pavement. The mixture shall not segregate during or after laydown. The mixture shall produce a skid-resistant surface.

715.5.2 Trial Applications: The Contractor shall place a test strip of 60 square yards in the area designated by the Engineer. The test section shall be placed using the same equipment and methods as will be used on the job. The slurry mixture placed in a test strip shall conform to the design mix as determined by the W.T.A.T. with minor variations to obtain crack filling, set time, pavement bond and a skid resistant texture. If the materials do not meet the requirements for fluidity, non-segregation, or surface texture, a new job mix shall be formulated and tested. Work shall not proceed before approval of design mix and acceptance following the placing of a test strip.

715.6 TEST CERTIFICATES & REPORTS:

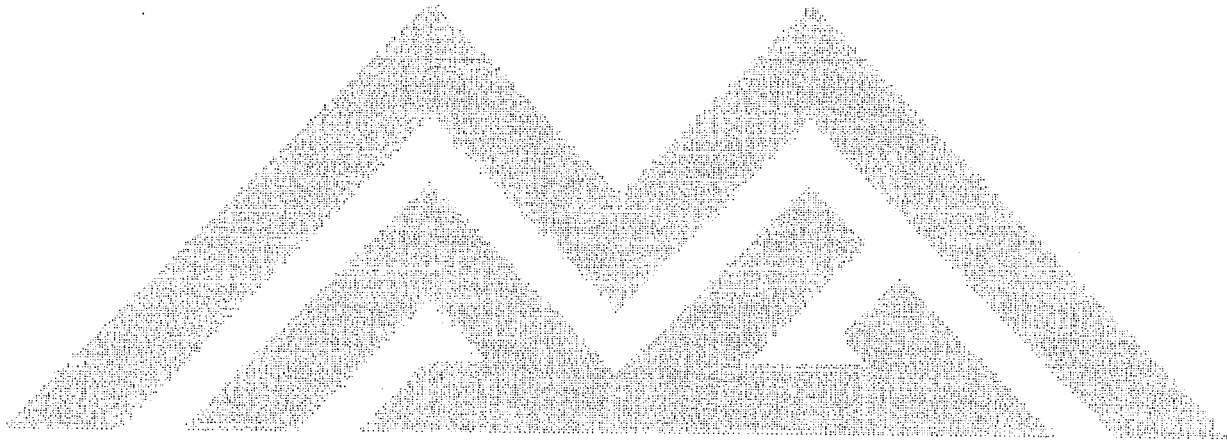
Test certificates and reports for the bituminous material shall be furnished in accordance with Section 711.

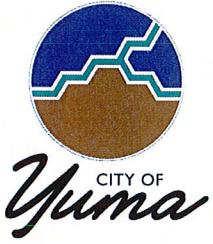
SECTION 715

715.7 CONVERSION OF QUANTITIES:

Volumetric conversions shall be accomplished in accordance with Section 713.

- *End of Section* -





Purchasing Division
One City Plaza
Yuma, AZ 85364
(928) 373-5114
(928) 373-5115
(928) 373-5149 TTY
www.YumaAz.gov

ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 1

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 I understand we are responsible for providing written notice to all residents, apartment managers, and business, but will we also be responsible for posting the signage for 'No Parking' or will the city be handling?

Answer #1 *This is the contractors responsibility.*

Question #2 In protecting the pavement markers, does this include the center lines and striping or do we include the replacement costs for any Striping Replacement?

Answer #2 *This does not include centerlines or striping.*

ATTACHMENT:

Formal2016-20000024 – Slurry Seal Services pdf file – pages 1 - 15

Thank you
Mary E. Roman, Buyer

Company Name: _____

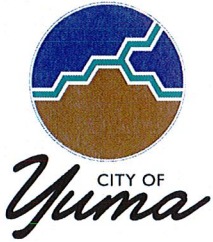
Contact Person: _____

Signature _____

Phone Number: () _____

Fax Number: () _____

E-mail Address: _____



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One City Plaza
Yuma, AZ 85364
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(928) 373-5115
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ADDENDUM

DATE: Monday, September 14, 2015
TO: BID NO. 2016-20000024 – Slurry Seal Services
FROM: PURCHASING – Mary E. Roman, Buyer
SUBJECT: ADDENDUM NO. 2

NOTE: The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the entire addendum with the bid or proposal submittal.

CLARIFICATION:

Question #1 The answer to question #2 in the addendum (Addendum NO. 1) confuses me. So just for clarification, do we have to “cover and protect ALL pavement markings such as crosswalks, stop bars and left/right turn arrows from the slurry” as it says in paragraph A on page 14 of 15 of the bid documents?

Answer #1 Yes.

Question #2 The answer to question #2 says protection is not necessary for centerlines and striping. I usually think of stop bars and crosswalks as “striping”. Also, if we protect pavement markings is there any concern of creating puddle areas?

Answer #2 Stop bars and crosswalks are pavement markings. The City has practice these efforts for the last 15 years.

Thank you
Mary E. Roman, Buyer

Company Name: _____

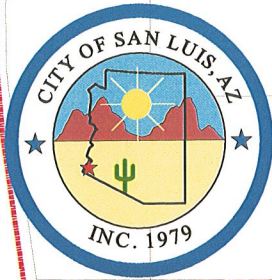
Contact Person: _____

Signature _____

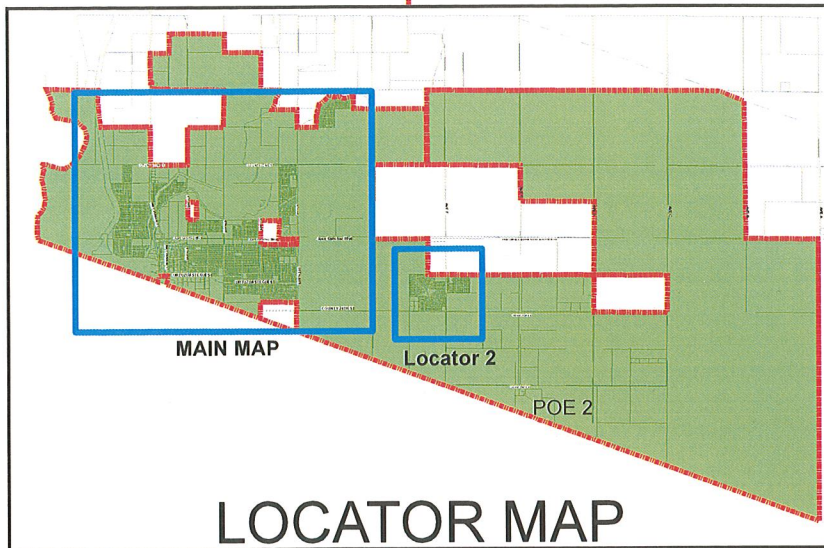
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Fax Number: () _____

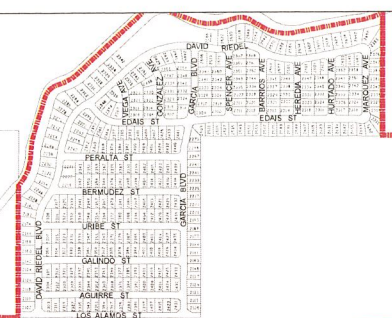
E-mail Address: _____



Information Technology GIS Division ADDRESS MAP



LOCATOR MAP

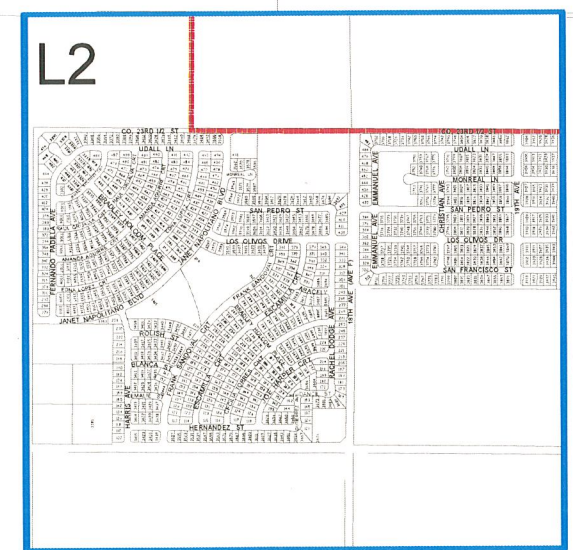
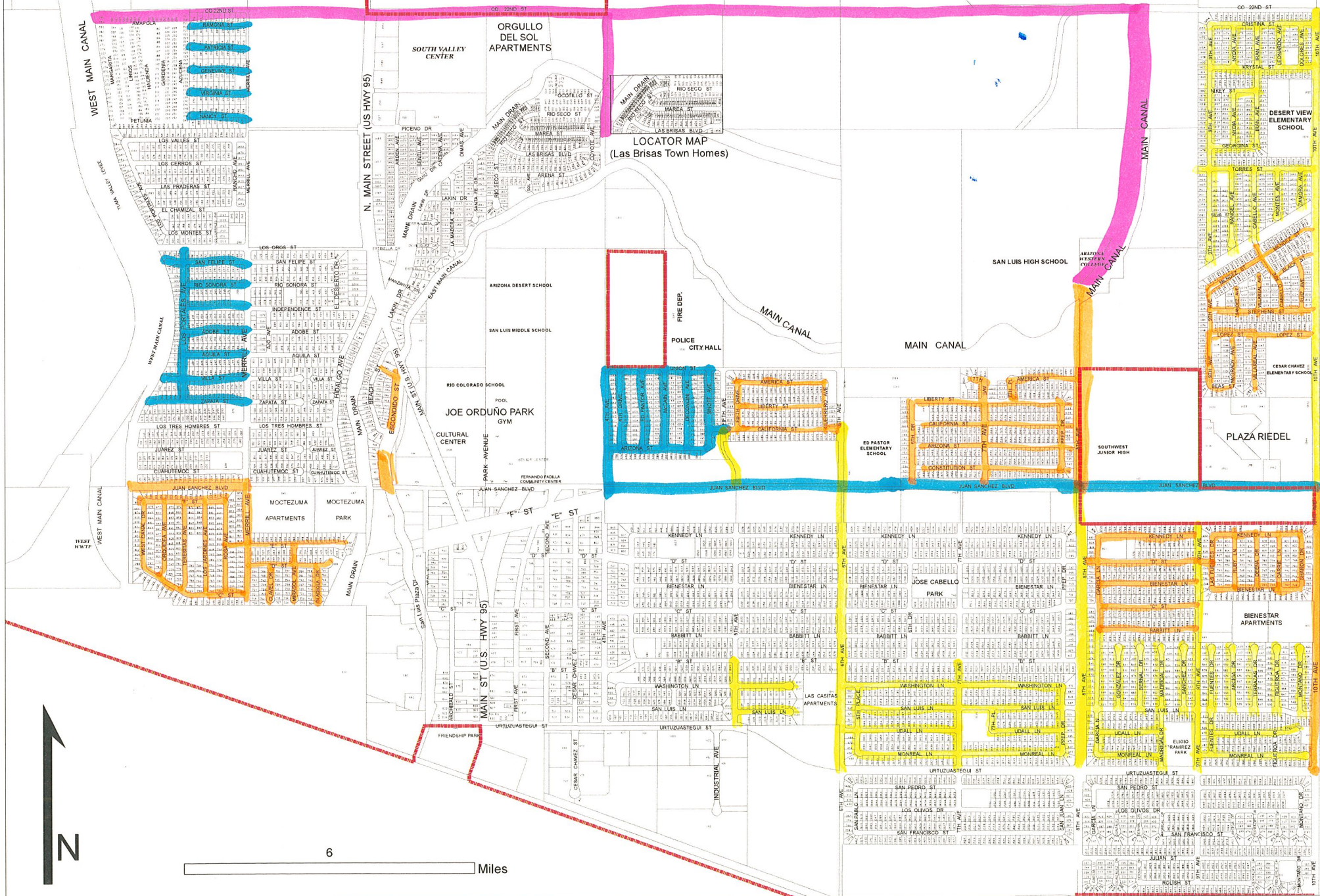


FY 16- CS

FY 16- SS

FY 15

FY 14



6 Miles

Address Map
Created: IG 6/1/2008
Revised: IG 8/17/2011

Prepared by:
City of San Luis GIS Division
GISUSER@Cityofsanluis.org



AGENDA ITEM REVIEW FORM

Work Session**2. G.****Meeting Date:** 04/06/2016**Department Head:** Sonia Cornelio, City Clerk, Office of the City Clerk**Submitted By:** Sonia Cornelio, City Clerk, Office of the City Clerk**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding the submission of the 5310 Grant Application for Senior Services Department.

(Chris Hagen, Management Analyst)

SUMMARY:

The grant request is for two (2) cutaway 14 passenger vehicles with a lift and a mini van with a lift to transport seniors and those with disabilities. San Luis match is approximately \$46,000.00.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: Yes

CITY/STATE/FEDERAL FUNDS: City

TOTAL: \$46,000.00

BUDGETED: No

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: \$0.00

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

If awarded, the total fiscal impact would be \$46,000.00 for all three vehicles. Award of grant will be October-November 2017.



AGENDA ITEM REVIEW FORM

Work Session**2. H.****Meeting Date:** 04/06/2016**Department Head:** Kay Macuil, City Attorney, Attorney's Office**Submitted By:** Kay Macuil, City Attorney, Attorney's Office**Action Requested:** Discussion Item - No Action to be Taken

ITEM:

Discussion on any and all matters regarding Resolution No. 1141. A resolution of the Mayor and City Council of the City of San Luis, Arizona, declaring as a public record that certain document filed with the City Clerk and entitled "2015 S-2 Supplement to the Code of Ordinances of the City of San Luis, Arizona." (**Kay Macuil, City Attorney**)

SUMMARY:

In 2012, the City of San Luis had all its ordinances codified into published a hard-copy book and on line with American Legal Publishing. As the City adds more Ordinances, the City adds supplements to the hard-copy book and the on-line publication. In order for the City to adopt the supplements, the supplements must be declared a public record and 3 hard-copies of the supplements must be kept by the City Clerk. Resolution No. 1141 accomplishes these legal requirements. Staff recommends this item be approved on the Consent agenda at the next Regular Council meeting.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

Supporting Proposed Resolution No. 1141 attached.

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: n/a

CITY/STATE/FEDERAL FUNDS: n/a

TOTAL: n/a

BUDGETED: n/a

AVAILABLE TO TRANSFER: n/a

ACCOUNT #/REMAINING BALANCE: n/a

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact.

Attachments

Resolution No: 1141



Resolution

NO. 1141

OFFICE OF THE
MAYOR
CITY OF SAN LUIS

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAN LUIS, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND ENTITLED "2015 S-2 SUPPLEMENT TO THE CODE OF ORDINANCES OF THE CITY OF SAN LUIS, ARIZONA"

BE IT RESOLVED by the Mayor and City Council of the City of San Luis, Arizona, State of Arizona as follows:

Section 1: That certain document entitled "2015 S-2 Supplement to the Code of Ordinances of the City of San Luis, Arizona", three copies of which are on file in the office of the City Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the City Clerk.

PASSED AND ADOPTED BY THE Mayor and Council of the City of San Luis, Arizona on this _____ day of _____, 2016.

Gerardo Sanchez, Mayor

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney



AGENDA ITEM REVIEW FORM

Work Session

3. A.

Meeting Date: 04/06/2016

Department Head: Hank Green, Fire Chief, Fire Department

Submitted By: Hank Green, Fire Chief, Fire Department

Action Requested: Discussion Item - No Action to be Taken

ITEM:

Discussion of any and all matters regarding update and video presentation of equipment purchases and acquisitions in Fiscal Year 2016. **(Hank Green, Fire Chief)**

SUMMARY:

The City of San Luis Fire Department was fortunate to purchase or acquire a variety of tools and equipment during Fiscal Year 16:

- eDRAULIC Jaws of life (2),
- STRYKER Power ambulance gurney and loading systems (2),
- Thermal Image Cameras (2),
- Cardiac Monitors (2),
- Radio-Intercom system,
- King Vision Laryngoscopes (2),
- Opticom system emitters (4),
- Personal Protective Equipment (PPE) (34),
 - Helmets, hoods, coats, boots, gloves, flashlights, PASSPORT ID tags.
- Self-Contained Breathing Apparatus (22),
 - Air-pack, mask, regulator, radio interface cables, Rapid Intervention Team bags.
- Fire Hose; 1.5" (1500 ft.), 2.5" (1200 ft.) and 4" (2000 ft.),
- New Fire Engine,
- Replacement Fire Engine.

San Luis Fire Department is requesting a small amount of time for a video presentation to showcase this equipment.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: NO

CITY/STATE/FEDERAL FUNDS:

N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: n/a

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

There is no fiscal impact incurred by this Agenda Item these are past purchases.



AGENDA ITEM REVIEW FORM

Work Session**3. B.****Meeting Date:** 04/06/2016**Department Head:** Sonia Cornelio, City Clerk, Office of the City Clerk**Submitted By:** Sonia Cornelio, City Clerk, Office of the City Clerk**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Update and/or discussion on any and all matters regarding the agricultural route. **(Council Member Gloria Torres)**

SUMMARY:

Council Member Gloria Torres requested that this item be placed on the Agenda for the Work Session for April 6, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A



AGENDA ITEM REVIEW FORM

Work Session**3. C.****Meeting Date:** 04/06/2016**Department Head:** Sonia Cornelio, City Clerk, Office of the City Clerk**Submitted By:** Sonia Cornelio, City Clerk, Office of the City Clerk**Action Requested:** Discussion Item - No Action to be Taken**ITEM:**

Update and/or discussion on any and all matters regarding Friendship Park. **(Council Member Gloria Torres)**

SUMMARY:

Council Member Gloria Torres requested that this item be placed on the Agenda for the Work Session for April 6, 2016.

RECOMMENDATION / SUGGESTED MOTION:

Discussion only, no action.

Supporting information not attached to the Agenda Item Review Form:

N/A

Document to be Recorded?: No

N/A

Fiscal Impact

IS THERE FISCAL IMPACT ASSOCIATED WITH THIS ITEM: N/A

CITY/STATE/FEDERAL FUNDS: N/A

TOTAL: N/A

BUDGETED: N/A

AVAILABLE TO TRANSFER: N/A

ACCOUNT #/REMAINING BALANCE: N/A

FISCAL IMPACT STATEMENT (IF THIS IS A BUDGET TRANSFER, YOU MUST ATTACH THE BUDGET ADJUSTMENT FORM):

N/A