

AMENDMENT #1 TO VEHICLE EQUIPMENT AND LIGHTING AGREEMENT

(Contract #111201)

RECITALS

THIS AMENDMENT is made and entered into this March 17, 2014, by and between Yavapai County, a political subdivision of the State of Arizona hereinafter the "COUNTY" and American Emergency Products, hereinafter the "VENDOR."

RECITALS

WHEREAS, On February 5, 2012, the COUNTY issued a Call for Bids inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting; and

WHEREAS, Upon evaluation of the bids as submitted, the COUNTY, upon a determination that VENDOR's bid conformed to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR; and

WHEREAS, pursuant to said award, the Parties entered into an Agreement #11120, the "Equipment Agreement") with an effective date of March 21, 2012; and

WHEREAS, The Equipment Agreement as approved by the Parties identified, and incorporated the terms and conditions of, the following Contract Documents: (1) The Equipment Agreement; (2) The Specifications and related Documents issued by the County on February 5, 2012 and Vendor's responses thereto including, but not limited to; (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the "Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted and (h) the "Technical Specifications Pricing Form" and responses as submitted; and

WHEREAS, Paragraph III of the Special Terms and Conditions provides that "... Yavapai County at its option may renew [the Equipment Agreement] for supplemental terms of up to a maximum of four (4) additional years; and

WHEREAS, the COUNTY, has determined that it is in its best interest to extend the Equipment Agreement subject to the terms and conditions set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. A new sentence is added to Section III of the Special Terms and Conditions to provide as follows:

Pursuant to Section IV of the Special Terms and Conditions, the initial renewal period for this Agreement shall commence on March 22, 2014 and shall terminate on June 30, 2016. Additional renewals, if any, pursuant to shall be subject to the provisions of Section IV.

2. Section V(A) of the Special Terms and Conditions is deleted in its entirety and replaced by a new Section V(A) to provide as follows:

A. PRICE ADJUSTMENTS: After the Contract has been in effect for six (6) months, the VENDOR may submit requests for price adjustments for review by the COUNTY's Fleet Management staff. A request for a price increase shall be based upon a cost increase that was clearly unforeseen at the time of submission of the Proposal which directly affects the price of the item concerned and shall include manufacturer price sheets or other written documentation highlighted to indicate the price increase as requested. The COUNTY's Fleet Management staff will determine whether the interests of the COUNTY will be best served by acceptance of the requested price increase or by utilization of an alternate purchase option. Proposals for temporary or permanent price decreases shall include manufacturer price sheets or other written documentation highlighted to indicate the price decrease as proposed. In the alternative, and if approved by the COUNTY, proposals for price decreases may be verified by inspection by COUNTY staff of pertinent records and documents in the custody of the VENDOR

3. A new Section XIII is added to the Special Terms and Conditions to provide as follows:

XIII. COOPERATIVE USE OF THE CONTRACT: The COUNTY has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. This CONTRACT may be extended for use by other municipalities, school districts and government agencies in the state of Arizona. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed or services received by the other agencies and payment thereof will be the sole responsibility of that agency. The COUNTY shall not be responsible for the Contract or any disputes arising out of the transactions made by that agency.

4. A new Section XIV is added to the Special Terms and Conditions to provide as follows:

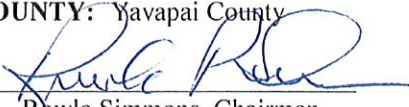
The VENDOR shall pay the COUNTY the sum \$100 per vehicle per calendar day for each and every calendar day of unexcused delay in completing the work or any portion of the work as described herein. Any sums due and payable hereunder by the VENDOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the COUNTY estimated at or before the time of award of bid. When the COUNTY reasonably believes that completion of the Work or any portion thereof shall be inexcusably delayed, the COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due the VENDOR an amount then believed by the COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when the VENDOR overcomes the anticipated delay in completing the Work, or any portion thereof, for which the COUNTY has withheld payment, the COUNTY shall promptly release to the VENDOR those funds withheld, but no longer applicable, as liquidated damages.

5. With the exception of the provisions as set forth in this Amendment #1, all terms and conditions of the Contract Documents shall remain as originally drafted and approved by the Parties.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

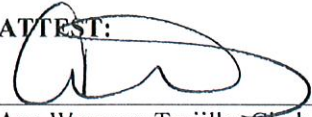
COUNTY: Yavapai County

By:


Rowle Simmons, Chairman,
Board of Supervisors

Dated: 4/10/14

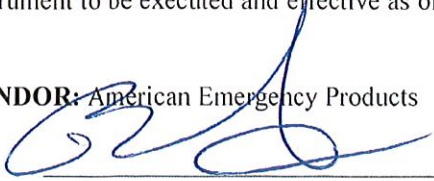
ATTEST:


Ana Wayman-Trujillo, Clerk of the Board

Dated: 4/10/14

VENDOR: American Emergency Products

By:


Az Regional Sales Consultant
Title

Dated: 4-3-14

Exhibit A

2016 Yavapai County Contract Prices: 2016 Price List

ITEM #	Manufacturer	Contract Discount %	Part Number	Item Description	2012 Contract YC Price	2014 MSRP	2014 MSRP Cost - Discount (AEP could charge)	2014 Contract / Quoted Price	2016 MSRP	2016 MSRP Cost - Discount (AEP could charge)	2016 Contract / Quoted Price
1	CODE 3	45%	2747A2CC	2700 LED LIGHT BAR (Mounting kit included in price for lightbar)	\$ 1,299.99	\$ 3,966.31	\$ 2,181.47	\$ 1,439.99	\$ 2,741.76	\$ 1,507.96	\$ 1,399.99
2	CODE 3	45%	ADJBKT0008-B	ADJUSTABLE 2700 LIGHT BAR MOUNTING KIT	\$ -	\$ 56.00	\$ 30.80	\$ 30.80	\$ 49.00	\$ 26.95	\$ 26.95
3	CODE 3	45%	LIT3KIT-TT	LIGHTED / 2700 LIGHT BAR MOUNTING KIT (Old Part # LIT3KIT-TH07-XX)	\$ -	\$ -	\$ -	\$ -	\$ 682.93	\$ 375.61	\$ 375.61
4	CODE 3	45%	HB91SR	LED INSERT / RED	\$ -	\$ 143.85	\$ 79.12	\$ 79.12	\$ 143.85	\$ 79.11	\$ 79.11
5	CODE 3	45%	HB91SB	LED INSERT / BLUE	\$ -	\$ 203.08	\$ 111.69	\$ 111.69	\$ 180.74	\$ 99.41	\$ 99.41
6	CODE 3	45%	3892L6-LA	MASTERCOM SIREN with LIGHT CONTROLS	\$ 309.99	\$ 800.81	\$ 440.45	\$ 403.54	\$ 704.75	\$ 387.61	\$ 349.99
7	CODE 3	45%	3450	BANSHEE DUAL TONE SIREN AMPLIFIER	N/A	N/A	N/A	N/A	\$ 415.43	\$ 228.49	\$ 228.49
8	CODE 3	45%	C3100TH15	100 WATT SIREN SPEAKER with 2015+ CHEVY TAHOE MOUNTING BRACKET	\$ 124.99	\$ 309.02	\$ 169.96	\$ 169.96	\$ 288.92	\$ 158.91	\$ 158.91
9	CODE 3	45%	S17290M	SIREN SPEAKER BRACKET FOR 2015+ CHEVY TAHOE	\$ -	\$ 109.14	\$ 60.03	\$ 60.03	\$ 101.03	\$ 55.57	\$ 55.57
10	SOUND OFF	50%	ENFLB51254	nForce LED LIGHT BAR (Mounting kit included in price for lightbar)	N/A	N/A	N/A	N/A	\$ 3,988.65	\$ 1,994.33	\$ 1,749.99
11	SOUND OFF	50%	ETSA481CSR	nForce SIREN with LIGHT CONTROLS	N/A	N/A	N/A	N/A	\$ 634.00	\$ 317.00	\$ 317.00
12	SOUND OFF	50%	ETSA461HPP	nForce REMOTE SIREN WITH LIGHT CONTROLS (Old Part # ETSA385HR)	\$ -	\$ 678.00	\$ 339.00	\$ 339.00	\$ 633.00	\$ 316.50	\$ 316.50
13	SOUND OFF	50%	ETSS100D	100 WATT SIREN SPEAKER / UNIVERSAL	\$ -	\$ 254.00	\$ 127.00	\$ 127.00	\$ 290.00	\$ 145.00	\$ 145.00
14	SOUND OFF	50%	ENFTC-YCSO	8 LAMP nForce LED LIGHT STICK / RED-BLUE / with TRAFFIC CONTROLLER	N/A	N/A	N/A	N/A	\$ 1,236.00	\$ 618.00	\$ 618.00
15	SOUND OFF	50%	ENT2B3R	INTERSECTOR LED LIGHT RED	\$ -	\$ 247.00	\$ 123.50	\$ 123.50	\$ 247.00	\$ 123.50	\$ 123.50
16	SOUND OFF	50%	ENT2B3B	INTERSECTOR LED LIGHT BLUE	\$ -	\$ 247.00	\$ 123.50	\$ 123.50	\$ 247.00	\$ 123.00	\$ 123.00
17	SOUND OFF	50%	EL35NR	3 UP ULTRA MINI LED RED	\$ -	\$ 84.00	\$ 42.00	\$ 42.00	\$ 90.00	\$ 45.00	\$ 45.00
18	SOUND OFF	50%	EL35NB	3 UP ULTRA MINI LED BLUE	\$ -	\$ 84.00	\$ 42.00	\$ 42.00	\$ 90.00	\$ 45.00	\$ 45.00
19	SOUND OFF	50%	EL35NBK2LPH	HORIZONTAL LICENSE PLATE BRACKET	\$ -	\$ 18.00	\$ 9.00	\$ 9.00	\$ 18.00	\$ 9.00	\$ 9.00
20	SOUND OFF	50%	ELUC25010X	SCREW IN LED INSERTS (RED, WHITE, OR BLUE)	\$ -	\$ 124.00	\$ 62.00	\$ 62.00	\$ 128.00	\$ 64.00	\$ 64.00
21	SOUND OFF	50%	PLUCPGR1	LED UNDERCOVER PUSH IN GROMET	\$ -	\$ 5.00	\$ 2.50	\$ 2.50	\$ 5.00	\$ 2.50	\$ 2.50
22	SOUND OFF	50%	ECVDMLTAL00	DOMELIGHT - UNIVERSAL	\$ -	\$ 81.00	\$ 40.50	\$ 40.50	\$ 81.00	\$ 40.50	\$ 40.50
23	SOUND OFF	50%	ENFWBFSXXXX	INTERIOR WINDSHIELD LIGHT BAR (Single Color/ 9 LEDs)	\$ -	\$ 1,374.00	\$ 687.00	\$ 687.00	\$ 1,415.00	\$ 707.50	\$ 707.50
24	SOUND OFF	50%	ENFDWP3JJ	DUAL WINDSHIELD LIGHT - RED / BLUE	\$ -	\$ 413.00	\$ 206.50	\$ 206.50	\$ 413.00	\$ 206.50	\$ 206.50
25	SOUND OFF	50%	EGHST1J	GHOST LIGHT - GRILLE MOUNTED - RED / BLUE	\$ -	\$ 163.00	\$ 81.50	\$ 81.50	\$ 163.00	\$ 81.50	\$ 81.50
26	SOUND OFF	50%	PGHSTDG5B-TH	GHOST LIGHT - GRILLE BRACKET	\$ -	\$ 100.00	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00	\$ 50.00
27	SOUND OFF	50%	ENTHTAH0-07+	TAHOE HEADLIGHT - TAILLIGHT FLASHER	\$ 49.99	\$ 106.00	\$ 53.00	\$ 51.11	\$ 106.00	\$ 53.00	\$ 51.99
28	SOUND OFF	50%	ETHF55-SP	HEADLIGHT FLASHER	\$ -	\$ 67.00	\$ 33.50	\$ 33.50	\$ 67.00	\$ 33.50	\$ 33.50
29	SOUND OFF	50%	ETFB55N-P	TAILLIGHT FLASHER	\$ -	\$ 74.00	\$ 37.00	\$ 37.00	\$ 74.00	\$ 37.00	\$ 37.00
30	WHELEN	30%	XI2J	DUO LINEAR ION RED/BLUE	\$ -	\$ 214.00	\$ 149.80	\$ 10.00	\$ 214.00	\$ 149.80	\$ 149.80
31	WHELEN	30%	IONK13B	ION SWIVEL MOUNTING BRACKET	\$ -	\$ 5.00	\$ 3.50	\$ 2.50	\$ 32.50	\$ 22.75	\$ 22.75
32	ABLE 2	40%	11 8236-RAB	36 INCH LED LIGHT STICK / RED-AMBER-BLUE	\$ 229.99	\$ 386.88	\$ 232.13	\$ 232.13	\$ 410.48	\$ 246.28	\$ 239.99
33	ABLE 2	40%	11 1005SF	LED LIGHT STICK FLASHER	\$ -	\$ 37.08	\$ 22.25	\$ -	\$ 39.34	\$ 23.60	\$ 19.99
34	TROY	25%	CC-F-TMC-715	2015 + TAHOE 18 INCH CENTER CONSOLE (Includes AC-TH15-MNT Mounting Kit)	\$ -	\$ 505.00	\$ 378.75	\$ 378.75	\$ 520.00	\$ 390.00	\$ 390.00
35	TROY	25%	AC-TH15-MNT	CONSOLE FLOORPLATE KIT FOR 15+ CHEVY TAHOE (Old Part # AC-SILV-MNT)	\$ -	\$ -	\$ -	\$ -	\$ 155.00	\$ 116.25	\$ 116.25
36	TROY	25%	CC-F-TMC-718	2015 + TAHOE 25 INCH CENTER CONSOLE (Includes AC-TH15-MNT Mounting Kit)	\$ -	\$ 525.00	\$ 393.75	\$ 393.75	\$ 535.00	\$ 401.25	\$ 401.25
37	TROY	25%	CC-MC-14	14 INCH SLOPED "L" CONSOLE	\$ -	\$ 350.00	\$ 262.50	\$ 236.25	\$ 415.00	\$ 311.25	\$ 311.25
38	TROY	25%	CC-MODCON-9	MODCON 9" SLOPED CONSOLE	\$ -	\$ 350.00	\$ 262.50	\$ 236.25	\$ 350.00	\$ 262.50	\$ 262.50
39	TROY	25%	FP-C33892	4" FACE PLATE FOR MASTERCOM (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ 30.00	\$ 30.00
40	TROY	25%	FP-KENTK7360	2" FACE PLATE FOR KENWOOD RADIO (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 40.00	\$ 30.00	\$ 30.00
41	TROY	25%	FP-AP12-3	2" FACE PLATE W/3 DC OUTLET HOLES (included in price for Console)	\$ -	\$ 20.00	\$ 15.00	\$ -	\$ 20.00	\$ 15.00	\$ 15.00
42	TROY	25%	FP-BLNK25W	2" FACE PLATE W/3 SWITCH CUT OUT (included in price for Console)	\$ -	\$ 15.00	\$ 11.25	\$ -	\$ 25.00	\$ 18.75	\$ 18.75
43	TROY	25%	FP-ACEK9	4" FACE PLATE FOR ACE K9 CONTROL HEAD (included in price for Console)					\$ 40.00	\$ 30.00	\$ 30.00
44	TROY	25%	FP-TH15-USB-DC	2" FACE PLATE TO RELOCATE GM USB PORT					\$ 40.00	\$ 30.00	\$ 30.00
45	TROY	25%	FP-BLNK1	1" FACE PLATE BLANK (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 7.50	\$ 7.50
46	TROY	25%	FP-BLNK2	2" FACE PLATE BLANK (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 10.00	\$ 7.50	\$ 7.50
47	TROY	25%	FP-BLNK3	3" FACE PLATE BLANK (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 15.00	\$ 11.25	\$ 11.25
48	TROY	25%	FP-BLNK4	4" FACE PLATE BLANK (included in price for Console)	\$ -	\$ -	\$ -	\$ -	\$ 15.00	\$ 11.25	\$ 11.25
49	TROY	25%	L3-AP1SET	DC OUTLET PLUG W/BLACK CAPTURED CAP	\$ -	\$ 10.00	\$ 7.50	\$ 7.50	\$ 12.00	\$ 9.00	\$ 9.00
50	TROY	25%	AC-MCM1	MIC CLIP AND MOUNTING PLATE	\$ 5.99	\$ 15.00	\$ 11.25	\$ 6.47	\$ 15.00	\$ 11.25	\$ 11.25
51	TROY	25%	AC-INBHG	DUAL BEVERAGE HOLDER	\$ 32.99	\$ 50.00	\$ 37.50	\$ 37.50	\$ 50.00	\$ 37.50	\$ 37.50
52	TROY	25%	FP-SGTRAY	SUN GLASS HOLDER	\$ -	\$ 40.00	\$ 30.00	\$ 30.00	\$ 40.00	\$ 30.00	\$ 30.00
53	TROY	25%	FP-BOX	5" Open top box	\$ -	\$ 50.00	\$ 37.50	\$ 37.50	\$ 60.00	\$ 45.00	\$ 45.00
54	TROY	25%	AC-SIDEARM-6	ARM REST	\$ -	\$ 90.00	\$ 67.50	\$ 67.50	\$ 90.00	\$ 67.50	\$ 67.50
55	GAMBER JOHNSON	25%	7160-0510	MDC BASE PLATE / 2015+ TAHOE	\$ 54.50	\$ 165.00	\$ 123.75	\$ 123.75	\$ 169.00	\$ 126.75	\$ 126.75
56	GAMBER JOHNSON	25%	7160-0554	MDC BASE PLATE F150 (Old Part # DS-124)		\$ 120.00	\$ 90.00	\$ 90.00	\$ 151.00	\$ 113.25	\$ 113.25
57	GAMBER JOHNSON	25%	7170-0214	KIT, CHEVROLET 2014+ PEDESTAL		\$ 678.00	\$ 508.50	\$ 431.25	\$ 695.00	\$ 521.25	\$ 521.25
58	GAMBER JOHNSON	25%	DS-LOWER-9	MDC LOWER POLE ASSEMBLY 9"	\$ 24.50	\$ 54.00	\$ 40.50	\$ 25.75	\$ 56.00	\$ 42.00	\$ 29.99
59	GAMBER JOHNSON	25%	7160-0178	MDC CENTER MOUNT UPPER POLE	\$ 49.99	\$ 79.00	\$ 59.25	\$ 41.71	\$ 81.00	\$ 60.75	\$ 44.99
60	GAMBER JOHNSON	25%	7160-0220	MDC MOTION ASSEMBLY	\$ 39.99	\$ 310.00	\$ 232.50	\$ 232.50	\$ 317.00	\$ 237.75	\$ 237.75
61	GAMBER JOHNSON	25%	7160-0230	SUPPORT BRACE	\$ 31.99	\$ 70.00	\$ 52.50	\$ 33.23	\$ 72.00	\$ 54.00	\$ 34.99
62	GAMBER JOHNSON	25%	7160-0318-01	MDC DOCKING STATION	\$ 569.99	\$ 822.00	\$ 616.50	\$ 568.26	\$ 1,235.00	\$ 926.25	\$ 624.99
63	LIND	0%	PA1580-1921	DC POWER SUPPLY	\$ 119.99	\$ 129.95	\$ 129.95	\$ 127.03	\$ 129.95	\$ 129.95	\$ 129.95
64	SIERRA	0%	359927	MDC AIR CARD ADAPTER CABLE	\$ -	\$ 9.99	\$ 9.99	\$ 9.99	\$ 14.99	\$ 14.99	\$ 9.99

2016 Yavapai County Contract Prices: 2016 Price List

ITEM #	Manufacturer	Contract Discount %	Part Number	Item Description	2012 Contract YC Price	2014 MSRP	2014 MSRP Cost - Discount (AEP could charge)	2014 Contract / Quoted Price	2016 MSRP	2016 MSRP Cost - Discount (AEP could charge)	2016 Contract / Quoted Price
65	WILSON	0%	47011 / 281401	3G CELL PHONE BOOSTER	N/A	N/A	N/A	N/A	\$ 399.99	\$ 399.99	\$ 399.99
66	WILSON	0%	311104	NMO CELL PHONE BOOSTER ANTENNA 12 INCH (Old Part Number 301104)	\$ 21.50	\$ 16.95	\$ 16.95	\$ 11.91	\$ 19.99	\$ 19.99	\$ 14.99
67	WILSON	0%	901150	CELL PHONE BOOSTER ANTENNA COAX CABLE (Old Part Number 901102)	\$ 8.99	\$ 19.95	\$ 19.95	\$ 19.95	\$ 14.99	\$ 14.99	\$ 14.99
68	WILSON	0%	951147	10' EXTENSION CABLE	\$ -	\$ 19.95	\$ 19.95	\$ 14.99	\$ 22.99	\$ 22.99	\$ 14.99
69	WILSON	0%	951130	FME TO FME 6' (Old Part Number 951116)	\$ -	\$ 15.97	\$ 15.97	\$ 14.99	\$ 7.99	\$ 7.99	\$ 7.99
70	LARSEN	0%	NMOKHUFEM*25	25 FOOT RADIO ANTENNA COAX CABLE	\$ 13.50	\$ 21.60	\$ 21.60	\$ 18.79	\$ 28.58	\$ 28.58	\$ 19.99
71	LARSEN	0%	NMOCAPB	ANTENNA RAIN CAP	\$ 3.50	\$ 6.51	\$ 6.51	\$ 4.46	\$ 6.51	\$ 6.51	\$ 4.99
72	KENWOOD	0%	TK-7360HVX	MOBILE VHF RADIO	\$ 415.00	\$ 467.00	\$ 467.00	\$ 425.00	\$ 497.00	\$ 497.00	\$ 450.00
73	KENWOOD	0%	KES-5	50 WATT RADIO SPEAKER	\$ 79.99	\$ 79.99	\$ 79.99	\$ 79.99	\$ 63.25	\$ 63.25	\$ 59.99
74	KENWOOD	0%	KCT-60M	DB15 to 15 MOLEX ADAPTOR CABLE FOR KES-5 SPEAKER	N/A	N/A	N/A	N/A	\$ 29.00	\$ 29.00	\$ 29.00
75	LAIRD ANTENNAS	0%	QWB152	RADIO ANTENNA 152-162MHZ 1/4 WAVE	\$ 5.50	\$ 14.95	\$ 14.95	\$ 8.86	\$ 14.22	\$ 14.22	\$ 9.99
76	TESSCO	0%	RFU-532 / 59517	ANGLED COAX ADAPTER	N/A	N/A	N/A	N/A	\$ 6.70	\$ 6.70	\$ 6.70
77	TESCO	0%	RFU-505-ST / 23207	MALE CRIMP ON COAX CONNECTOR	N/A	N/A	N/A	N/A	\$ 2.42	\$ 2.42	\$ 2.42
78	SENTINA	20%	PK1160TAH15	#8XL XL SECURITY PARTITION / 2015+ Tahoe	\$ -	\$ 849.00	\$ 679.20	\$ 679.20	\$ 749.00	\$ 599.20	\$ 599.20
79	SENTINA	20%	DK0100TAH15	DOOR SKINS - 2015 +TAHOE - REAR DOORS	\$ -	\$ 235.00	\$ 188.00	\$ 188.00	\$ 235.00	\$ 188.00	\$ 188.00
80	SENTINA	20%	WK0514TAH15	WINDOW BARS - 2015+ TAHOE - VERTICAL	N/A	N/A	N/A	N/A	\$ 209.00	\$ 167.20	\$ 167.20
81	LAGUNA	10%	CT5503	REAR MOLDED SEAT & REAR PARTITION / 2015+ TAHOE	\$ 795.00	\$ 1,055.00	\$ 949.50	\$ 949.50	\$ 1,055.00	\$ 949.50	\$ 949.50
82	DECATUR	10%	G2M-KADB	Genesis II - SELECT DUAL BAND RADAR W/DISPLAY STAND	\$ -	\$ 2,195.00	\$ 1,975.50	\$ 1,975.50	\$ 2,195.00	\$ 1,975.50	\$ 1,975.50
83	DECATUR	10%	5791-79C-0	Genesis II - VIP MIRROR ASSEMBLY W/CAN INTERFACE	\$ -	\$ 150.00	\$ 135.00	\$ 135.00	\$ 150.00	\$ 135.00	\$ 135.00
84	B & B	15%	7010-3030	DUAL GUN RACK	\$ 199.99	\$ 425.00	\$ 361.25	\$ 236.57	\$ 425.00	\$ 361.25	\$ 249.99
85	B & B	15%	7010-3012-C	FREESTANDING DUAL GUN RACK	\$ -	\$ 450.00	\$ 382.50	\$ 382.50	\$ 450.00	\$ 382.50	\$ 382.50
86	B & B	15%	7010-3001	WEAPON ARMOUR SINGLE GUN RACK - ROOF MOUNT (K-9 TAHOE)	\$ -	\$ 350.00	\$ 297.50	\$ 297.50	\$ 375.00	\$ 318.75	\$ 318.75
87	B & B	15%	7010-B-6001-15	BASE PLATE FOR FREE STANDING GUN RACK	\$ -	\$ 285.00	\$ 242.25	\$ 242.25	\$ 285.00	\$ 242.25	\$ 242.25
88	B & B	15%	225-2092	K-9 2 DRAWER DRUG STORAGE BOX	\$ 1,270.75	\$ 2,085.00	\$ 1,772.25	\$ 1,270.75	\$ 2,315.00	\$ 1,967.75	\$ 1,449.99
89	STREAMLIGHT	0%	25102	SL20P FLASHLIGHT / LED W/DC CHARGER BLACK	\$ 74.99	\$ 151.89	\$ 151.89	\$ 80.04	\$ 164.49	\$ 164.49	\$ 99.99
90	STREAMLIGHT	0%	75812	STINGER FLASHLIGHT / LED W/DC CHARGER BLACK	\$ -	\$ 100.25	\$ 100.25	\$ 100.25	\$ 185.64	\$ 185.64	\$ 109.99
91	PATROL POWER	0%	01-02155	2015+ CHEVY TAHOE WIRING HARNESS & FUSE PANEL	\$ 475.00	\$ 775.00	\$ 775.00	\$ 499.99	\$ 775.00	\$ 775.00	\$ 499.99
92	PATROL POWER	0%	04-0208	MINI UNIVERSAL PANEL W/RELAY & POWER TAME	\$ -	\$ 475.00	\$ 475.00	\$ 329.38	\$ 475.00	\$ 475.00	\$ 329.99
93	B & B	15%	015-2027	MINI UNIVERSAL PATROL POWER MOUNTING PLATE	\$ -	\$ 29.00	\$ 24.65	\$ 9.99	\$ 7.35	\$ 6.25	\$ 6.25
94	AOI ELECTRICAL	30%	AOI0001	PASSENGER SIDE AIR BAG SWITCH TAHOE (Old Part # US2GMADPP)	\$ 184.99	\$ 275.00	\$ 192.50	\$ 192.50	\$ 283.00	\$ 198.10	\$ 198.10
95	AOI ELECTRICAL	30%	RASL	REMOTE AIR BAG STATUS LIGHT	\$ 50.00	\$ 34.00	\$ 23.80	\$ 23.80	\$ 35.00	\$ 24.50	\$ 24.50
96	AOI ELECTRICAL	30%	AOI0003	SIDE CURTAIN AIR BAG SWITCH (Old Part # US2GMADPP)	\$ 219.99	\$ 325.00	\$ 227.50	\$ 227.50	\$ 335.00	\$ 234.50	\$ 234.50
97	PRO-GARD	30%	GVM5715D-H	TRI-LOCK FREE STANDING WEAPON LOCK / 2015+ TAHOE	\$ -	\$ 514.00	\$ 514.00	\$ 514.00	\$ 514.00	\$ 359.88	\$ 359.99
98	FEDERAL SIGNAL	25%	INTG515-CAL4	Integrity 51 INCH LED LIGHT BAR (Mounting kit included in price for lightbar)	N/A	N/A	N/A	N/A	\$ 3,600.00	\$ 2,700.00	\$ 1,699.99
99	FEDERAL SIGNAL	25%	SSP3000B	PLATINUM 3000 SMART SIREN with LIGHT CONTROLS	N/A	N/A	N/A	N/A	\$ 1,699.00	\$ 1,274.25	\$ 799.99
100	FEDERAL SIGNAL	25%	ES100C	100 WATT SIREN SPEAKER with 2015+ CHEVY TAHOE MOUNTING BRACKET	N/A	N/A	N/A	N/A	\$ 299.00	\$ 224.25	\$ 159.99
101	FEDERAL SIGNAL	25%	SL8F-RB	8 LAMP LATITUDE LED LIGHT STICK / RED-BLUE	N/A	N/A	N/A	N/A	\$ 520.00	\$ 390.00	\$ 299.99
102	FEDERAL SIGNAL	25%	Z8615012A	REMOTE SIREN AMPLIFIER BRACKET	\$ -	\$ 28.00	\$ 21.00	\$ 21.00	\$ 29.00	\$ 21.75	\$ 21.75
103	FEDERAL SIGNAL	25%	UPMK-3	PARK SIREN DEACTIVATION SWITCH	\$ 38.06	\$ 59.50	\$ 44.63	\$ 44.62	\$ 62.00	\$ 46.50	\$ 46.50
104	AMERICAN ALUMINUM	20%	IKR-Tahoe	K-9 CAGE INSERT 1/3 & 2/3 REVERSE EXIT ON PASSENGER SIDE	\$ 1,749.99	\$ 2,869.00	\$ 2,295.20	\$ 1,893.99	\$ 3,265.00	\$ 2,612.00	\$ 1,999.99
105	AMERICAN ALUMINUM	20%	Rubber-LINER-003	K-9 CAGE INSERT RUBBER MAT	\$ 109.99	\$ 177.00	\$ 141.60	\$ 117.99	\$ 216.00	\$ 172.80	\$ 124.99
106	AMERICAN ALUMINUM	20%	Water Dish	K-9 WATER DISH	\$ 74.99	\$ 116.00	\$ 92.80	\$ 78.99	\$ 140.00	\$ 112.00	\$ 89.99
107	RADIOTRONICS	5%	HP-5010-B	ACE K9: HOT-N-POP / K-9 HEAT ALARM	\$ 624.99	\$ 1,049.00	\$ 996.55	\$ 996.55	\$ 1,049.00	\$ 996.55	\$ 996.55
108	RADIOTRONICS	5%	H-NKLB-K	NO K-9 LEFT BEHIND KIT	\$ -	\$ 99.00	\$ 94.05	\$ 94.05	\$ 99.00	\$ 94.05	\$ 94.05
109	RADIOTRONICS	5%	HA-FKT-12	K-9 HEAT ALARM 12' FAN W/MODULE & SWITCH	\$ 5.50	\$ 225.00	\$ 213.75	\$ 213.75	\$ 225.00	\$ 213.75	\$ 213.75
110	RADIOTRONICS	5%	HP-RBM-F1	LONG RANGE PAGER & ANTENNA KIT	\$ 13.50	\$ 225.00	\$ 213.75	\$ 213.75	\$ 294.95	\$ 280.20	\$ 280.20
111	AEP	0%	AFB400	AUXILIARY FUSE BLOCK	\$ -	\$ 15.00	\$ 15.00	\$ 10.73	\$ 20.00	\$ 20.00	\$ 14.99
112	AEP	0%	73312DL	SWITCH ON-OFF ILLUMINATED ROCKER RED	\$ -	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99
113	AEP	0%	73314	SWITCH ON-OFF ILLUMINATED ROCKER AMBER	\$ -	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99	\$ 9.99
114	AEP	0%		SHOP SUPPLIES	\$ 50.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
115	AEP	0%		SHOP SUPPLIES - K9 BUILD	\$ 50.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
116	AEP	0%		UPFIT LABOR RATE	\$57.50 / 27	\$ -	\$ -	\$57.50 / 27	\$60.00 / 27	\$60.00 / 27	\$60.00 / 27
117	AEP	0%		UPFIT LABOR RATE - 10 HOURS - K9 BUILD	\$57.50 / 10	\$ -	\$ -	\$57.50 / 10	\$60.00 / 10	\$60.00 / 10	\$60.00 / 10
118	AEP	0%		UPFIT LABOR RATE - VIDEO CAMERA INSTALL	\$57.50 / 10	\$ -	\$ -	\$57.50 / 10	\$60.00 / 10	\$60.00 / 10	\$60.00 / 10
119	AEP	0%		UPFIT LABOR RATE - RADAR INSTALL	\$57.50 / 3.5	\$ -	\$ -	\$57.50 / 3.5	\$60.00 / 3.5	\$60.00 / 3.5	\$60.00 / 3.5
120	AEP	0%		UPFIT LABOR RATE - ANTI-THIEF SYSTEM INSTALL	\$57.50 / 1.0	\$ -	\$ -	\$57.50 / 1.0	\$60.00 / 1.0	\$60.00 / 1.0	\$60.00 / 1.0
121	AEP	0%		UPFIT LABOR RATE - DOME LIGHT INSTALL	\$57.50 / 1.0	\$ -	\$ -	\$57.50 / 1.0	\$60.00 / 1.0	\$60.00 / 1.0	\$60.00 / 1.0
122	AEP	0%		UPFIT LABOR RATE - REWIRE 3rd BREAK LIGHT	N/A	N/A	N/A	N/A	\$60.00 / 2.0	\$60.00 / 2.0	\$60.00 / 2.0
123	USB 4.2A	0%	USB12V	FLUSH MOUNT 2 PORT USB CHARGER	\$ -	\$ 14.99	\$ 14.99	\$ 14.99	\$ 14.99	\$ 14.99	\$ 14.99
124	TREMCO	10%	TREMCO-TAHOE	ANTI-THIEF DEVICE FOR TAHOE	\$ -	\$ 130.00	\$ 117.00	\$ 117.00	\$ 125.00	\$ 112.50	\$ 112.50
125	WATCHGUARD	0%	WATCHGUARD	VIDEO CAMERA MOUNTING KIT	\$ -	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00	\$ 175.00

AMENDMENT #2
VEHICLE EQUIPMENT AND LIGHTING AGREEMENT DATED MARCH 21, 2012
(Contract #111201)

RECITALS

THIS AMENDMENT is made and entered into this July 1, 2016, by and between Yavapai County, a political subdivision of the State of Arizona, hereinafter the "COUNTY" and American Emergency Products, hereinafter the "VENDOR."

RECITALS

WHEREAS, on February 5, 2012, the COUNTY issued a Call for Bids inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting; and

WHEREAS, upon evaluation of the bids as were submitted, the COUNTY, upon a determination that VENDOR'S bid conformed to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR; and

WHEREAS, pursuant to said award, the Parties entered into an Agreement #111201 (the "Equipment Agreement") with an effective date of March 21, 2012; and

WHEREAS, the Equipment Agreement as approved by the Parties identified, and incorporated the terms and conditions of, the following Contract Documents: (1) the Equipment Agreement; and (2) the Specifications and related Documents issued by the County on February 5, 2012, and Vendor's responses thereto including, but not limited to: (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the "Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted; and (h) the "Technical Specifications Pricing Form" and responses as submitted; and

WHEREAS, the Equipment Agreement was amended and extended pursuant to Section III of the Special Terms and Conditions and the March 17, 2014 Amendment #1 (the "Amendment #1") which, amongst other terms and conditions, provided that the "... Yavapai County at its option may renew [the Equipment Agreement] for supplemental terms of up to a maximum of four (4) additional years" and that any single renewal "... increment shall not be for more than a period of two (2) years each, unless Yavapai County is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period"; and

WHEREAS, the Amendment #1 renewed the Equipment Agreement for a period commencing March 22, 2014, and expiring June 30, 2016; and

WHEREAS, the COUNTY, has determined that it is in its best interest to extend the Equipment Agreement for another two (2) year period subject to the terms and conditions set forth in the Equipment Agreement and the Amendment #1; and

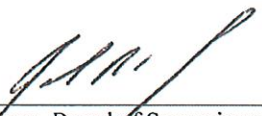
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Pursuant to the terms and conditions of the Equipment Agreement and Amendment #1, the Equipment Agreement is extended for a two (2) year period commencing on July 1, 2016, and terminating on June 30, 2018; and
2. Attached as Exhibit "A" is the agreed upon Price List 2016 Contract which identifies and prices each of the items related to the system function as specified in the above described Contract Documents; and
3. All terms and conditions set forth in the Amendment #1 and the Equipment Agreement, with all documents and attachments referenced therein, shall remain as originally drafted and approved by the Parties.

IN WITNESS WHEREOF, the Parties have caused this instrument to be executed and effective as of the date first above written.

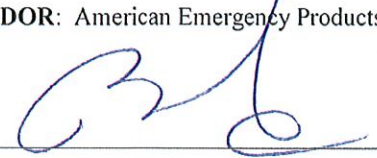
COUNTY: Yavapai County

VENDOR: American Emergency Products

By: 

Chairman, Board of Supervisors
Yavapai County

DATED: 6-21-16

By: 

Title: Sales Rep

DATED: 6-17-16

ATTEST:

By: 

Kim Kapin, Clerk of the Board, Yavapai County

DATED: 6/21/16

PURCHASE AGREEMENT

Contract #111201

This Agreement with an effective date of March 21, 2012 is entered into by and between Yavapai County, a political subdivision of the State of Arizona (hereinafter the "COUNTY") and American Emergency Products a corporation (hereinafter the "VENDOR")

RECITALS

WHEREAS, On February 5, 2012, the COUNTY issued a Call for Bids (Contract #111201) inviting qualified vendors to submit bids for purchase and/or installation of vehicle equipment and lighting with bids to be submitted no later than 1:30 pm on February 28, 2012; and

WHEREAS, Upon evaluation of the bids as submitted, the COUNTY, upon a determination that VENDOR's bid conforms to the requirements as set forth in the Call for Bids and is the most advantageous to the COUNTY concerning price, conformity to the specifications and other pertinent factors has authorized a bid award to VENDOR and approved the execution of this Agreement:

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS

1. **Contract Documents.** The Contract Documents upon which the contract award is based shall consist of (1) This Agreement; (2) The Specifications and Contract Documents issued by the County on February 5, 2012 preliminary to award of Contract #111201 and Vendor's responses thereto including, but not limited to; (a) the "Call for Bids", (b) the "General Conditions", (c) the "Special Terms and Conditions", (d) the "Vendor's Proposal Response Form" and responses as submitted, (e) the "Scope of Work", (f) the "Vendor's Proposal Questionnaire" and responses as submitted, (g) the "Technical Specifications Compliance Confirmation Form" and responses as submitted and (h) the "Technical Specifications Pricing Form" and responses as submitted.
2. **Obligations of the Parties.** In consideration of payments by the COUNTY to the VENDOR and other obligations assumed by the COUNTY as set forth in this Agreement and the Contract Documents, the VENDOR shall perform all work and furnish all materials, tools, labor and other goods and services in accordance with the terms and conditions set forth in this Agreement and otherwise in the Contract Documents, said goods and services to be provided free from all claims, liens, charges or other restrictions or conditions as except as expressly provided herein.
3. **Time for Performance.** Goods shall be provided and work completed in accordance with the Schedule attached.
4. **Oversight by County; Rejection of Non-Conforming Goods or Services.** All work performed pursuant to this Agreement work shall be executed under the direction and supervision of Yavapai County Fleet Management or its authorized agents, upon whose inspection all work shall be accepted or rejected. The COUNTY may, in its sole discretion, reject or condemn all materials furnished or work performed pursuant to this Agreement based upon the COUNTY's determination that the work or materials do not conform to the terms and conditions set forth herein. No payment for goods or services provided pursuant to this Agreement until such time as the goods and services have been accepted by the County.
5. **Actions Upon Rejection.** In the event that the COUNTY exercises its right to reject work and or materials a Notice of Noncompliance shall be issued to the VENDOR specifying the basis upon which the work or materials was rejected. Within 5 days of receipt of said Notice VENDOR shall take such actions as necessary to bring the work and/or materials into compliance. VENDOR's failure to take the necessary corrective action within the time specified shall be deemed a breach of contract and constitute grounds for termination of the Agreement. Upon termination pursuant to this Section, the County's obligation to the VENDOR shall be limited to payment for goods or services provided to, and accepted by, the COUNTY prior to the date of termination.

6. **Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
7. **Governing Law.** Agreement shall be construed in accordance with the laws of the State of Arizona,
8. **Contractor Immigration Warranty.**
- A. Pursuant to A.R.S. § 41-4401, the VENDOR hereby warrants to the COUNTY that the VENDOR and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - B. A Breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the VENDOR to penalties up to and including termination of this contract at the sole discretion of the COUNTY.
 - C. The COUNTY retains the legal right to inspect the records of any contractor or subcontractor providing goods or services pursuant to this Agreement in order to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The VENDOR agrees to provide such assistance as the COUNTY may request with respect to the conduct of any such inspections.
 - D. The COUNTY may, at its sole discretion, conduct random verification of the employment records of the VENDOR and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The VENDOR agrees to provide such assistance as the COUNTY may request with respect to the conduct of any such random verifications.
 - E. Neither VENDOR nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the VENDOR or any subcontractor establishes that it has complied with the employment verification provision prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
 - F. The foregoing provisions of subparagraphs A-E of this article shall be included in any contract between the VENDOR and any subcontractor providing services pursuant to this Agreement.
9. **Notices.** Notices to be sent pursuant to this Agreement shall be sent by certified mail, postage prepaid to the following addresses:

Vendor

County

Yavapai County Board of Supervisors
1015 Fair Street
Prescott, Arizona 86305

10. **Entire Agreement.** This Agreement and the Contract Documents constitute the entire agreement between the Parties with respect to the subject matter thereof. No modifications to the terms and conditions of the Agreement shall be binding unless evidenced by a written amendment to this Agreement or a substitute agreement approved and executed by both Parties.

[Approvals on Following Page]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the date first above written.

COUNTY:

YAVAPAI COUNTY

By: _____

Thomas Thurman, Chairman
Board of Supervisors

Dated: 4/16/12

VENDOR:

AMERICAN EMERGENCY EQUIPMENT

By: _____

Its: _____

Arizona Regional Sales Consultant

Dated: 4-13-12

ATTEST:

Julie Ayers, Clerk,
Board of Supervisors

Dated: 4/16/12