

**AGREEMENT
BETWEEN
ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
LAKE HAVASU CITY**

1. The Arizona Department of Public Safety, hereinafter referred to as "DPS", and Lake Havasu City hereinafter referred to as "LHC"; agree to the following terms and conditions:
2. **PURPOSE:** The purpose of this agreement is for DPS to transfer one (1) virtual training simulator, described in Paragraph 4 to LHC, Police Department, at no cost.
3. **AUTHORITY:** DPS is authorized to enter into this agreement in accordance with A.R.S. § 41-1713.
4. **DESCRIPTION:** DPS agrees to transfer to LHC the following ("equipment"):

Description (name, make, & model)	Identification #
VirTra V-300LE-2 Virtual Training Simulator*	PO#ADPS17-152755:6

*See Attachment A for full list of accessories included with simulator.

5. **DURATION:** This agreement becomes effective when signed by authorized representatives of both parties.
6. **POSSESSION AND OWNERSHIP:** DPS agrees to transfer one (1) virtual training simulator, as described in Paragraph 4, to LHC at no cost. Upon transfer, DPS relinquishes all rights, responsibility and control over the equipment. Once the equipment is transferred, LHC shall be the sole custodian of the equipment and accepts all responsibility for the use of the equipment. When of no further use, LHC shall be responsible for the disposal of the equipment. LHC agrees not to transfer or dispose of the equipment within a two-year period from the effective date without prior approval of the Arizona Department of Administration Surplus Property Administrator.
7. **RESPONSIBILITY:** LHC agrees to be fully responsible for the custody, use, and maintenance of the equipment, after transfer.
8. **FEES:** Neither DPS nor LHC may charge any administrative fees or costs of any kind for any activities performed for property transferred pursuant to this agreement.
9. **ARBITRATION:** In the event of dispute under this agreement, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.

10. CANCELLATION: Both parties are put on notice that this agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
11. CHANGES AND REVISIONS: This document contains the entire agreement between the parties and may not be modified, amended, altered, or extended except through a written amendment signed by both parties.
12. VALIDITY: If any portion of this agreement is held to be invalid, the remaining provisions shall not be affected.
13. INDEMNIFICATION: LHC agrees to be fully responsible for the custody and use of the equipment listed in paragraph 4 after transfer. LHC shall indemnify, defend, save and hold harmless DPS 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 for any injuries (including death), or loss or damage to tangible or intangible property arising from LHC's possession or use of the equipment.
14. NON-DISCRIMINATION: The parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
15. E-VERIFY: Both parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it shall notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.
 1. The contractor 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 section reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
 2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
 3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the

contract and the contractor may be subject to penalties up to and including termination of the contract.


4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

16. AUDIT OF RECORDS: Pursuant to A.R.S. § 35-214, the LHC shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this agreement for a period of five years after completion of the agreement. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the LHC shall produce the original of any or all such records.

17. NON-AVAILABILITY OF FUNDS: Every payment obligation of the State under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, this agreement may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

The parties hereto have caused this agreement to be executed by the proper officer and officials:

ARIZONA DEPARTMENT OF PUBLIC SAFETY

BY:  for Date: 3/14/17
Frank L. Milstead, Colonel
Director

APPROVED AS TO FORM:

BY:  Date: 3/10/17
Assistant Attorney General

LAKE HAVASU CITY

BY: _____ Date: _____

APPROVED AS TO FORM:

BY:  Date: 3/28/17
City Attorney

ATTACHMENT A

V-300LE-2	VirTra Systems 300 LE-2 simulator uses five interconnected screens to create fully immersive active engagements in a 300 degree environment surrounding the trainees. Multi-directional audio and seamless real video create an environment and situation that will challenge trainees. Comes with LE content library, computer rack, UPS backup, and audio/projection equipment. System is configurable to fit in a variety of spaces (within minimum requirements). Two year warranty and support services included.	1	\$149,411.00	\$149,411
VSATU-SE	Powerful amplifier and transducers that permit trainees to actually feel sounds for increased realism.	1	\$5,086	\$5,086
VSHU-BS-300	Eliminates the 5 inch black border between screens to increase immersion on VirTra 300 systems.	1	\$8,599	\$8,599
VSATU-TP-300	Enhanced training platform for use with the VirTra 300 systems. Required for the Breach Door and Enhanced Sound Effects.	1	\$10,390.00	\$10,390
VSATU-TFII	VirTra Systems patented Threat-Fire™ Return-Fire-Simulator device delivers a safe and adjustable electrical impulse to simulate hostile fire and enhance realism during training. No eye-protection required (Requires Wireless Station).	3	\$3,068	\$9,204
VSWSA-WS	Required for wireless recoil kits and the Threat-Fire™ to connect to the VirTra simulator (Only one wireless station needed per system).	1	\$1,508	\$1,508
VSWSA-RFS	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	1	\$4,004	\$4,004
VSATU-TMAR	Trainee Monitor and Recording. Real-time monitoring, recording, and playback during debriefing sessions of trainees. Includes software and hardware that integrates into the VirTra line of simulators.	1	\$6,542	\$6,542
VSATU-LL	Hardware and software for low light training, includes 2 flashlights.	1	\$4,004	\$4,004
VSATU-FLT	Additional flashlight with special band-pass filter mounted (Requires Low light training).	1	\$509.00	\$509
VTRK-G22	Micro-switch activated tetherless handgun recoil kit for the Glock 22. Includes one magazine. (All recoil kits convert real firearms which must be supplied by the customer).	6	\$4,155.00	\$24,930

VTRK-G22-MAG	Additional magazine for use with the tetherless VTRK-G22 recoil kits.	12	\$551.00	\$6,612
VSWSA- G22-AP	Adapter plate for the tetherless VTRK-G22.	1	\$437.00	\$437
VATR-M16	Advanced micro-switch activated Tetherless Rifle Recoil Kit for AR15, and M16. Incorporates laser, supports tactical reload and instructor jamming capability. <i>Includes one wireless programmable magazine (All recoil kits convert real firearms which must be supplied by the customer).</i>	3	\$7,571	\$22,713
VSWSA-RCS	Recharges the internal battery for up to four VATR-M16-MAG magazines at once.	1	\$2,028.00	\$2,028
VATR-M16-MAG	Advanced Refillable Rifle Magazine with pressure supply, shot counting (defaults to 30 rounds per magazine), rechargeable battery pack, and wireless communications. (For use with the tetherless VATR-M16 recoil kit. Requires Refill and Recharge Stations).	3	\$2,080	\$6,240
VSWSA-VATRM16-AP	Adapter plate for the tetherless VATR-M16.	1	\$437	\$437
VSNLW-TAS	Laser- based X-26 TASER® training weapon.	2	\$4,004	\$8,008
VSNLW-OCC	Laser- based OC training device.	2	\$2,184	\$4,368
VS-V300-VST-INSTL	VirTra Installation and Training for one (1) VS V300 System & (1) VS VST Pro System, at each host agency/location. Includes all travel and expenses in the CONUS.	1	\$2,200.00	\$2,200
Train the Trainer Course	One day (8hr) "Train the Trainer" course of instruction, taught by a VirTra Law Enforcement Subject matter Expert (SME). The course will provide training to department appointed trainers on how to best utilize the simulator and associated training content to fit the training needs and objectives of the participating agencies.	1	\$1,800.00	Included
Shipping & Handling	Shipping and Handling (This will be provided after a Purchase Order is received and all items ordered are known)	1	Included	Included