



RFP IGM22-02
UNARMED SECURITY AT
KINGMAN MUNICIPAL AIRPORT

ADDENDUM #1

City of Kingman
Kingman Municipal Airport
7000 Flightline Drive
Kingman, AZ 86401

SECTION 1: RESPONSE TO PROPOSERS QUESTIONS:

Q1: Do you happen to know how many miles per year the previous security vehicle was driven? Or, if it is easier, the average miles per month would work too.

A1: No, we do not know how many miles per month or year that the previous security company drove the security vehicle.

Q2: Who is the current incumbent?

A2: The last company that had the contract for airport security services at Kingman Municipal Airport was Desert Mountain Security, LLC.

Q3: When was the current incumbent awarded the contract? Could you please provide us copy of current contract?

A3: Vendor was awarded the contract in November 2021. Please see Exhibit A of the addendum for the last contract.

Q4: Are there any subcontractors being used for the current contract?

A4: No, there were no subcontractors.

Q5: What was the initial term and length of the current contract (for example, 1 year plus 4-year options, etc.):

A5: Please see the Exhibit A of this RFP regarding contract renewals. If you are referring to the former contract, please see Exhibit A of this document.

Q6: What was the start date of the initial contract?

A6: December 1, 2021 for the former contract. For this contract, will be signed upon City of Kingman Council Approval.

Q7: What was the amount spent in the last 12 months?

A7: The former contract lasted eight (8) months for a total amount of \$31,526.00.

Q8: What was the total spent in the last billed month?

A8: The last bill that we received from the former company's services was \$4,864.00.

Q9: Are there any other rates billed separately (such as equipment, vehicles, etc.):

A9: There were no rates billed separately.

Q10: Is the pre-bid conference mandatory?

A10: Pre-Bid Conference is not mandatory.

Q11: Are there any significant modifications from the previous contract to the new one? For instance, an increase in hours, a change in guard type (e.g., armed vs unarmed), a need for additional resources?

A12: The significant modifications from the former contract will be the defined holidays, the contractor will furnish and maintained their own vehicles, and the renewal option. Please compare Exhibit A of the RFP with Exhibit A of this Addendum for other modifications.

Q12: What was the amount spent on this contract last year?

A12: See answer to question 7.

Q13: What is the estimated total number of annual hours for this contract?

A13: The estimated number of hours for this contract is as follows: Sixty-four (64) hours a week multiplied by Fifty-two (52) weeks a year comes out to be approximately 3,328 hours a year.

Q14: What is the current bill rate for each position?

A14: The bill rate is based on the rate in the proposal. See Exhibit A of the RFP.

Q15: Beyond the State and Federal minimum wage, is there a prevailing wage, living wage ordinance, local mandated wage, or contract-specific wage?

A15: There are no other wage mandates.

Q16: Is a Bid Bond or performance bond required? If yes, how much?

A16: There is no Bid or Performance Bond required in the RFP or in the Contract.

Q17: Is there a specific way you would like the response to be prepared? For example: bound, unbound, 3-ring binder(s), pages limits, paper type, etc.?

A17: Please see RFP section.

Q18: Is the current contract using vehicles? If yes, how many?

A18: Please see the former contract in Exhibit A of this document.

Q19: Is there a pricing form or format?

A19: See the RFP Submission Checklist and Submission Requirements.

Q20: Will your agency hold a public opening? If yes, can you please provide with the date, time, and location

A20: The openings will occur at the City Clerk's Office located at 310 N 4th Street, Kingman, AZ 86401 at 3:00 PM.

Q21: Are there any MWBE/VS/DBE or other goals for this project?

A21: There is no attached MWBE/VS/DBE or other goals, but we encourage these firms submit a proposal.

Q22: Could you please clarify how many originals and copies are being requested of the technical proposal and the cost proposal?

A22: Under submission requirements of the RFP. The proposer must submit one Hard Copy proposal and a flash drive with PDF Files of the proposal.

Q23: (If there is a liquidation penalty on contract for example: If a security officer comes late, there will be a penalty on the contract or budget cost) Ask: Was there a liquidation penalty on the previous contract?

A23: Please see the Exhibit A of the RFP. Please see Exhibit A of this document for last contract. We will not pay for the hours of services not rendered.

Q24: The RFP states the maximum length of the proposal is fifteen pages but the number 20 is written next to fifteen. If the proposal 15 or 20 pages?

A24: The maximum length of the proposal is 15 pages. Please see Amendments to RFP below.

SECTION 2: ADMENDMENTS TO THE RFP

Amendment to the Submission Requirements Section. Replacing “fifteen (20) pages total” with “fifteen (15) pages total”.

Revised Wording Below:

Offers should submit a proposal clearly identifying this project on the cover letter of the proposal which includes:

- An on-page cover letter plus a maximum length of fifteen (15) pages total to address the RFP criteria
- One original Proposal and a flash drive with PDF files of the proposal
- Proposals shall be submitted before 3:00 P.M. on 25 August 2022.

**ADDENDUM
EXHIBIT A.**

**AIRPORT SECURITY SERVICE AGREEMENT
BETWEEN THE CITY OF KINGMAN
AND
DESERT MOUNTAIN SECURITY, LLC**

This Service Agreement ("Agreement") is made and entered into as of December 1, 2021 by and between City of Kingman ("City"), an Arizona municipal corporation, and Desert Mountain Security, LLC ("Contractor"), licensed to do business in Arizona.

RECITALS:

- A. The City operates the Kingman Municipal Airport ("Airport"), a general aviation airport located in Mohave County, Arizona.
- B. The City has the need for Airport Security Service ("Services").
- C. The City desires to engage the Contractor to perform the Services, and the Contractor desires to perform the Services for the City, on the terms and conditions set forth in this Agreement.

AGREEMENT:

In recognition of and in reliance on the foregoing recitals, and in consideration of the mutual promises and covenants set forth in this Agreement, and in exchange for other good(s) and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged. The City and Contractor agree as follows:

- 1. Services. Contractor shall offer Security Services to include the following:
 - 1.1. The Contractor shall furnish unarmed uniformed security guard(s) ("Guard(s)") to patrol Flightline Drive and areas inside of the Airport security fence.
 - 1.2. The Guard(s) shall be properly trained and licensed, in accordance with state law, to perform unarmed security services.
 - 1.3. No Guard(s) or other employees shall be armed with firearms or other lethal weapons while performing the Services.
 - 1.4. The names of the Guard(s) and their Driver License number shall be given to the City for a thirty-nine (39) month driver history check. Serious citations may prevent the Guard(s) from operating a City vehicle.

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- 1.5. The City shall provide patrol vehicles that are required for the performance of security services under this contract. The City agrees to provide fuel, maintain and repair the vehicles as necessary.
- 1.6. The City may provide Post Orders to the Contractor.
- 1.7. The Contractor will provide weekly security logs of significant events to include but not limited to suspicious activity, nonoperational airfield access point, safety concerns, etc.
- 1.8. The Contractor will contact appropriate first responder(s) and notify Airport staff in the event of an emergency or unusual circumstances other than emergencies.
- 1.9. The Contractor shall provide the security services Monday through Friday from 6:30 PM to 4:30 AM; Saturday and Sunday from 2:30 PM to 4:30 AM.

1.9.1. The City may adjust hours as deemed necessary

2. Compensation and Payments

- 2.1. Fees and Expenses. The City shall pay the Contractor an hourly rate of \$19.00, and one and half times the hourly rate during Federal Holidays.
- 2.2. Manner of Payment. On or as soon as practicable after the first day of each month, Contractor shall prepare and submit to the City an invoice covering cost incurred during the previous month based on an estimated of the hourly expenses.
- 2.3. Invoices. Contractor's invoices for the Services shall be in such form as the City may reasonably request and shall include, together with any other appropriate information, the following:
 - 2.3.1. A brief summary of the Services to which the fees and Reimbursable Expenses relate.
 - 2.3.2. Supporting invoices and actual receipts for all Reimbursable Expenses.
- 2.4. Payment Not Acceptance of Defective Work. No payment to the Contractor, including final payment, shall be construed as acceptance by the City of defective or incomplete Services, or as a waiver of any claims arising out of defective or incomplete Services, and Contractor shall remain responsible and liable for performance of the Services in strict compliance with this Agreement.
- 2.5. Acceptance of Payment Constitutes Waiver. Acceptance by Contractor of any payment from or on behalf of the City shall constitute a waiver and release of any claim that Contractor may have against the City arising out of or relating to Services covered by the payment. Acceptance of final payment by Contractor for the Services shall constitute a waiver and general release to the City of all claims that Contractor may have against the City arising out of or relating to the Services.

4. Representations and Warranties.

4.1. Representations and Warranties of Contractor. Contractor represents and warrants to the City as follows:

- 4.1.1. Contractor is a Security Company, duly organized, validly existing and with full power and authority to enter into this Agreement and to perform each of its obligations hereunder including, without limitation, the Services.
- 4.1.2. Contractor is knowledgeable of all federal and state laws, codes, rules, regulations and orders applicable to the Services to be provided hereunder, and all Services performed or work produced by Contractor shall comply with all such laws, codes, rules, regulations and orders.
- 4.1.3. Contractor is experienced and fully qualified to perform the Services set forth or otherwise contemplated by this Agreement, and Contractor is properly licensed in accordance with all applicable laws, codes, rules and regulations to perform such Services.
- 4.1.4. Contractor represents that it has or will obtain prior to performance of the Services the full rights under applicable federal, state and local laws, including patent and copyright laws, to provide all the Services covered under this Agreement, including without limitation, the necessary rights to all products of the Services.
- 4.1.5. Contractor agrees and affirms that the City shall have the sole right to and ownership of all products of the Services provided or produced by Contractor under this Agreement. Subject to the foregoing, all materials and information provided by or on behalf of the City to Contractor in connection with this Agreement shall be and remain the property of the City and shall be returned to the City at the completion of the Services, at the expense of the Contractor.

4.2. Representations and Warranties of City.

- 4.2.1. The City has full power and authority to undertake its obligations under this Agreement.
- 4.2.2. The City shall timely provide or cause to be provided to Contractor all materials or information within its possession or control relating to the Services and required to be provided to Contractor under this Agreement or reasonably necessary for Contractor to complete the Services.
- 4.2.3. The City shall timely pay Contractor for all Services performed and provided in accordance with the terms of this Agreement for which Contractor has submitted an invoice to the City in accordance with Paragraph 2.2.

5. Assignment. Notwithstanding any other provision of this Agreement, Contractor shall not assign this Agreement, in whole or in part, to any other person or entity, without the prior written consent of the City. For the purposes of this Paragraph, "assignment" shall include a change in the beneficial ownership or management of Contractor.

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6. Amendments. Any deviations not approved in writing shall be considered defective.
7. Gratuities and Compensation from Contractor. Contractor shall not, under any circumstances, offer or agree to offer any gift or gratuity, regardless of value, to any employee or representative of the City.
8. Nondiscrimination.
- 8.1. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 8.1.1. This provision binds the Contractor and Sub-Tier Contractors from solicitation period through the completion of the Agreement. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
- 8.2. During the performance of the Agreement, the Contractor, for itself, its assignees, and successors in interest agrees as follows:
- 8.2.1. Compliance with Regulations. The Contractor shall comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 8.2.2. Nondiscrimination. The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, creed, color, or national origin in the selection and retention of Sub-Contractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 8.2.3. Solicitations for Sub-Contractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a Sub-Contractor, including procurements of materials, or leases of equipment, each potential Sub-Contractor supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, creed, color, or national origin.
- 8.2.4. Information and Reports. The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the City or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 8.2.5. Sanctions for Noncompliance. In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the City will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
- 8.2.5.1. Withholding payments to the Contractor under the Agreement until Contractor complies, and/or
- 8.2.5.2. Cancelling, terminating, or suspending this Agreement, in whole or in part.
- 8.2.6. Incorporation of Provisions. The Contractor will include the provisions of subparagraphs one through six (16.2.1 through 16.2.6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the City or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that the Contractor becomes involved in, or is threatened with, litigation with a Sub-Contractor, or supplier because of such direction, the Contractor may request the City to enter into such litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 8.3. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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- 8.3.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 8.3.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 8.3.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 8.3.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 8.3.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 8.3.6. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 8.3.7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- 8.3.8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination 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. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 8.3.9. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, creed, color, national origin, and sex);
- 8.3.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 8.3.11. Executive Order 13166, Improving Access to Work for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with

Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

8.3.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

9. Fair Labor Standards Act. This Agreement and all subcontracts incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (“FLSA”), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

9.1. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their Sub-Contractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

11. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless City and each officer, employee or agent thereof, for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including but not limited to, reasonable attorney’s fees, court costs and the costs of appellate proceedings) to which any such the City may become subject, under any theory of liability whatsoever to the extent that such claims are caused by the negligent acts, recklessness or intentional misconduct of Contractor, its officers, employees, agents, or any tier of subcontractor in connection with this agreement This Indemnifying clause will survive the termination of this agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnification.

12. Insurance. Contractor shall maintain, at its own expense, insurance in accordance with the following throughout the term of this Agreement:

12.1. Commercial General Liability Insurance in an amount of \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, including coverage for blanket contractual liability, broad form property damage, personal and bodily injury, and products/completed operations; and

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- 12.2. If any vehicles will be operated at or as part of the Services, Comprehensive automobile liability insurance, including hired and non-owned vehicles, with a combined single limit of not less than \$1,000,000.00 , covering bodily injury and property damage.
- 12.3. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Worker's compensation insurance to cover obligations imposed by federal and state statues having jurisdiction over Contractor's employees engaged in the performance of work, or services under this Agreement and shall also maintain Employers Insurance of not less than \$500,000.00 for each accident, \$500,000.00 disease for each employee and \$1,000,000.00 policy limit.
- 12.4. All insurance policies required pursuant to this section shall be issued by a solvent insurance company or companies admitted or licensed to write such insurance in Arizona; shall name the City as an additional insured; and shall contain a waiver of subrogation in favor of the City.
- 12.5. Contractor shall be responsible for all deductibles and for any inadequacy or absence of coverage. Contractor shall bear all costs and losses attributable to such deductibles and to coverage limitations. Contractor shall have no claim or recourse against the City for any costs or loss attributable to such deductibles or to coverage limitations, exclusions or unavailability.
- 12.6. At City's request, Contractor shall provide the City evidence of all insurance required under this Agreement.

13. Cancellation Pursuant To A.R.S. § 38.511

- 13.1. Pursuant to ARIZ. REV. STAT. § 38.511, the City of Kingman may cancel this Agreement, without penalty of further obligations, if any person significantly involved is initiating, negotiating, securing drafting or creating the Agreement on behalf of the City of Kingman, is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. The City of Kingman further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City of Kingman from any other party to the Agreement, arising as a result of the Agreement.

14. General Provisions.

- 14.1. Independent Contractor. Contractor shall at all times be regarded as an independent contractor and shall at no time act as the employee or agent of the City. Nothing

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contained in this Agreement shall be deemed or construed by the City, Contractor or any third party as creating the relationship of principal and agent, partners, joint ventures or any other similar such relationship between the City and Contractor.

- 14.2. Headings. The headings contained in this Agreement are provided for convenience of reference only and shall not be construed as defining, limiting, extending or describing the scope of this Agreement, any section hereof or the intent of any provision hereof.
- 14.3. Waiver. No delay or omission by either party in exercising any right, power or remedy under this Agreement or otherwise afforded by contract, at law, in equity or by statute, shall constitute an acquiescence thereof or impair any other right, power or remedy hereunder or otherwise afforded by contract, at law, in equity or by statute, or operate as a waiver of such right, power or remedy. No waiver by the City or Contractor of any default by Contractor or City, as applicable, under this agreement shall operate as a waiver of any other default or the same default on a future occasion.
- 14.4. Entire Agreement. This Agreement contains the entire agreement between the City and Contractor relating to the subject matter hereof and supersedes all oral statements and prior writings with respect to the subject matter hereof and may be altered, amended or modified only by a written document executed by the City and Contractor.
- 14.5. Force Majeure. Neither the City nor Contractor shall be deemed in violation of this Agreement if prevented from performing any of their respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, riots, rebellion, sabotage or any other similar circumstances of force majeure for which the City or Contractor is not responsible and which are not within the City's or Contractor's control.
- 14.6. Governing Law Jurisdiction. This Agreement and the rights and obligations of the City and Contractor hereunder shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to the principles of conflict of law.
- 14.7. Attorneys' Fees. If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover, as part of its costs, its actual and reasonable attorneys' fees.
- 14.8. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.
- 14.9. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. §23-214(A). Contractor or its subcontractor's failure to comply

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with such warranty shall be deemed a material breach of this Agreement and may result in the termination of Agreement by the City.

- 14.10. Subject to Appropriations. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

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IN WITNESS WHEREOF, City and Contractor have executed this Agreement on the dates indicated below.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first herein written.

CITY OF KINGMAN, ARIZONA

Attest:

W. Douglas Breckenridge
W. Douglas Breckenridge, Airport General Manager

J. Platt 11-19-21
Janie Platt ~~City Clerk~~ Adm Assistant

Desert Mountain Security, LLC.

BY: [Signature]
William J. Brissette, Owner

1610975
Arizona State Contractor's License No.

Security Guard Agency
Classification

City of Kingman Business License No.

STATE OF ARIZONA)
) ss.
County of Mohave)

Acknowledged before me this 19 day of November 2021 by Wm Sparks
2016 by Gary Henderson

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

W.P.B.
WB
[Signature]

My Commission expires:
11/04/2024

