Town of Chino Valley

MEETING NOTICE
TOWN COUNCIL

REGULAR MEETING	**Council Chambers**
TUESDAY, MAY 28, 2019	**202 N. State Route 89**
6:00 P.M.	**Chino Valley, Arizona**

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a. Proclamation declaring June 8, 2019, as *Marine Corps League Day*, sponsored by the Marine Corps League.

b. Presentation by Pete Gordon, Fire Staff Officer (Fire Chief), Prescott National Forest and Rick Chase, Fire Marshal/PIO, Central Arizona Fire and Medical Authority, regarding living in the wildland urban interface.

3. CALL TO THE PUBLIC

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. RESPONSE TO THE PUBLIC

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

5. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

b. Status report by Town Manager Cecilia Grittman regarding Town accomplishments, and current or upcoming projects.

6. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

a. Consideration and possible action to designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019. (Joe Duffy, Finance Director)

b. Consideration and possible action to adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts. (Joe Duffy, Finance Director)

c. Consideration and possible action to adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

a. Consideration and possible action to approve Resolution No. 2019-1140, approving a Tentative Budget for the fiscal year 2019-2020 and proposed expenditure limitation for the same year, in the amount of $27,976,800 and setting a public hearing date of June 25, 2019 on the tentative budget and adoption of the final budget. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 2019-1140, approving a Tentative Budget and proposed expenditure limitation for FY 2019-2020, in the amount of $27,976,800 and setting June 25,2019, as the date for the public hearing on the tentative budget and for adoption of the final budget for FY 2019-2020

b. Consideration and possible action to adopt Ordinance No. 2019-871, repealing previous ordinances related to previous versions of the International Building Codes; adopting the "Town of Chino Valley Building and Technical Code Amendments - 2018 Edition," by reference; and amending Town Code Title XV Land Usage, Chapter 150 Building Regulations by amending sections related to the 2018 version of the International Codes and 2017 edition of the National Electrical Code. (Dan Trout, Building Official)

Recommended Action: Adopt Ordinance No. 2019-871, repealing Ordinance Nos. 04-570, 07-686, 07-689 and 09-721; adopting the "Town of Chino Valley Building and Technical Code Amendments - 2018 Edition," by reference; and amending Town Code Sections 150.001 and 150.004.

c. Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Vacations Policy #700 revisions, dated May 28, 2019. (Laura Kyriakakis, Human Resources Director)

Recommended Action: Approve the revised Vacations Policy #700, dated May 28, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

d. Consideration and possible action to approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34. (Scott Bruner, Community Services Director)

Recommended Action: Approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34

e. Consideration and possible action to award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley Community Development Block Grant (CDBG) Street Improvements project in the amount of $479,499.99. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley CDBG Street Improvements project in the amount of $479,499.99.

f. Consideration and possible action to approve using $300,000 out of the Town's General Fund Contingency Account to reduce the PSPRS unfunded liability amount. (Joe Duffy, Finance Director)

Recommended Action: Approve using $300,000 from FY 2018/2019 Contingency Funds to reduce the PSPRS unfunded liability.

g. Consideration and possible action to adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License. (Andrew McGuire, Town Attorney)

Recommended Action: Adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

8. EXECUTIVE SESSION

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 23rd day of May, 2019.

By: *Jami C. Lewis, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at http://www.chinoaz.net/agendacenter and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date:____________________ Time:_________________ By:_________________________________
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **2.a.**

Meeting Date:	05/28/2019
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Council
Estimated length of Staff Presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Proclamation declaring June 8, 2019, as *Marine Corps League Day*, sponsored by the Marine Corps League.

Attachments

Proclamation

Office of the Mayor

202 N. State Route 89
Chino Valley, AZ 86323
(928) 636-2646

PROCLAMATION

Marine Corps League Day – June 8, 2019

In Support of the 48th Annual Marine Corps League State Convention

Whereas, citizens and staff of the Town of Chino Valley support the commitment and dedication of the men and women who served and continue to serve in the United States Marine Corps; and

Whereas, the Marine Corps League provides services and assistance to veterans of all branches of the Armed Forces of the United States by volunteering at local Veteran's hospitals and facilities, participating in memorials, parades and other patriotic activities and programs; and

Whereas, the Marine Corps League, along with the Military Order of Devil Dogs, has developed the Veterans' Sports Court Facility to promote recreation and rehabilitation for severely injured veterans; and

Now, Therefore, I, Darryl Croft, Mayor of the Town of Chino Valley, do hereby proclaim **June 8, 2019** as **Marine Corps League Day** in Chino Valley, Arizona, and urge all of our citizens to recognize this observance.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 28th day of May 2019.

Darryl L. Croft, Mayor

ATTEST: Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting		**2.b.**
Meeting Date:	05/28/2019	
Contact Person:	Cecilia Grittman, Town Manager	
Department:	Town Manager	
Estimated length of Staff Presentation:	20 minutes	
Physical location of item:	N/A	

AGENDA ITEM TITLE:

Presentation by Pete Gordon, Fire Staff Officer (Fire Chief), Prescott National Forest and Rick Chase, Fire Marshal/PIO, Central Arizona Fire and Medical Authority, regarding living in the wildland urban interface.

Attachments

No file(s) attached.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.a.**

Meeting Date:	05/28/2019
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	N/a

AGENDA ITEM TITLE:

Consideration and possible action to designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019.

RECOMMENDED ACTION:

Approve and designate Joe Duffy as the Town of Chino Valley's Chief Fiscal Officer for the fiscal year ending June 30, 2019.

SITUATION AND ANALYSIS:

As required by Arizona Revised Statutes 41-1279.07(E), annually by July 31, each county, city, town, and community college district must provide the Auditor General the name of the chief fiscal officer (CFO) the governing board designates to submit the current fiscal year's Annual Expenditure Limitation Report (AELR) and certify to the accuracy of the report.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.b.**

Meeting Date:	05/28/2019
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Consent
Estimated length of staff presentation:	None
Physical location of item:	Bright Star Subdivision

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020, pursuant to Section 48-616, Arizona Revised Statutes, as amended; setting a date for public hearing on the proposed statements and estimates as approved; and providing for notice of the hearing and publication of the proposed statements and estimates of the expenses of the districts which shall be provided for by the levy and collection of ad valorem taxes on the assessed value of all the real and personal property in the districts.

RECOMMENDED ACTION:

Adopt Resolution No. 2019-1139, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019/2020 and setting a date for the public hearing on the proposed statements and estimates for June 30, 2020.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments

RES 2019-1139 SLID Tent. Budget

RESOLUTION NO. 2019-1139

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE PROPOSED STATEMENTS AND ESTIMATES OF REVENUES AND EXPENSES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS FOR FISCAL YEAR 2019/2020, PURSUANT TO SECTION 48-616, ARIZONA REVISED STATUTES, AS AMENDED; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED STATEMENTS AND ESTIMATES AS APPROVED; AND PROVIDING FOR NOTICE OF THE HEARING AND PUBLICATION OF THE PROPOSED STATEMENTS AND ESTIMATES OF THE DISTRICTS WHICH SHALL BE PROVIDED FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY IN THE DISTRICTS.

WHEREAS, the provisions of ARIZ. REV. STAT. § 48-616 require the Mayor and Council of the Town of Chino Valley (the "Town Council") to levy taxes upon all property in a municipal street lighting improvement district to pay the annual expenses of said districts; and

WHEREAS, the Town Council shall make annual statements and estimates of the expenses of the district, which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the real and personal property in the district, shall publish notice thereof, shall have hearings thereon and adopt said statements and estimates as provided in title 42, chapter 17, article 3, Arizona Revised Statutes; and

WHEREAS, the Town Council desires to approve said statements and estimates for Fiscal Year 2019/2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The proposed statement and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2019/2020, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

SECTION 3. The Town Clerk is authorized and directed to: (i) make available the statement and estimates of expenses for inspection, not later than seven days after the date of this Resolution, at the Chino Valley Public Library, at the Chino Valley Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official statement and estimates of expenses and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Chino Valley Public Library and the Chino Valley Town Hall, and the website where the statement and estimates of expenses may be found.

SECTION 4. A public hearing and special meeting to approve the statement and estimates and final budgets of the Districts shall be set for the 25th day of June 2019.

SECTION 5. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 6. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

____
Darryl L Croft, Mayor

ATTEST: APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk	Andrew J. McGuire, Town Attorney Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1139 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that a quorum was present thereat and that the vote thereon was ___ ayes and ___nays and ___ abstentions. ___ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION 2019-1139

[Statement of Estimates and Expenses]

See following page.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Statement of Estimates and Expenses

Fiscal Year - 2019/2020

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2018/ 2019 Estimated Actual Expenses	2018/ 2019 Levy Request	2018/ 2019 Difference on Expenses vs. Levy	2019/ 2020 Projected Expenses	2019/ 2020 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	$ 2,000	$ 2,000	$ -	$ 2,000	$ 2,000
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	$ 1,000	$ 1,000	$ -	$ 1,000	$ 1,000
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	$ 1,000	$ 1,000	$ -	$ 1,000	$ 1,000

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **6.c.**

Meeting Date:	05/28/2019
Contact Person:	Jami Lewis, Town Clerk Phone: 928-636-2646 x-1208
Department:	Town Clerk
Item Type:	Consent
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019.

RECOMMENDED ACTION:

Adopt Resolution No. 2019-1138, declaring and adopting the results of the special election held on May 21, 2019.

SITUATION AND ANALYSIS:

Per A.R.S. § 16-642(A), the results of an election must be adopted by Council not less than 6 nor more than 20 days after the election. Although a resolution is not required, Town Councils have traditionally adopted one for record-keeping purposes.

The special election had two measures on the ballot: (1) a question authorizing the Town to establish a primary property tax to fund a road construction and maintenance program; and (2) a question to allow the Town purchase private and public water distribution systems within five miles of town limits.

Yavapai County Elections should have the unofficial results of the election by Wednesday, May 22. We will receive the unofficial final results on Friday, the day after this packet is published. We will provide the updated resolution some time before the meeting with the final numbers. If for some reason, the County is unable to provide the unofficial final results by the time of this meeting, Council will need to continue this item to a special meeting to be held no later than June 10. If certain circumstances keep the County from being able to provide those results by June 10, state law provides guidelines for further postponements (A.R.S. § 16-642(C)).

Other Pertinent Documents Available Upon Request:

To view the full results of the election, go to http://www.yavapai.us/electionsvr/2019-elections.

Fiscal Impact

Attachments

Res 2019-1138 Special Election

RESOLUTION NO. 2019-1138

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 21, 2019.

WHEREAS, the Town of Chino Valley, Arizona, held a special election on May 21, 2019, to consider approval of: (i) Question 1, establishing a primary property tax to fund a Road Construction and Maintenance Program for the Town of Chino Valley; and (ii) Question 2, authorizing the Town of Chino Valley to acquire public and/or private water systems within five miles of Town limits; and

WHEREAS, the election returns were certified by the Yavapai County Elections Director and the Yavapai County Recorder; and

WHEREAS, the election returns have been presented to and have been canvassed by the Mayor and Common Council of the Town of Chino Valley.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The total number of ballots cast at said special election, as shown by the poll lists or reported by the county, was 2,976.

SECTION 2. That the number of ballots rejected was 17.

SECTION 3. Ballot Question 1

1. The votes cast for Ballot Question 1, establishing a primary property tax to fund a Road Construction and Maintenance Program for the Town of Chino Valley were as follows:

Yes	789
No	2,157

2. It is hereby found, determined and declared of record, that Ballot Question 1, establishing a primary property tax for a road construction and maintenance program for the Town of Chino Valley did not receive a majority of the total number of valid votes cast for this item and the tax sought to be authorized thereby shall not be established.

SECTION 4. Ballot Question 2

1. The votes cast for Ballot Question 2, permitting the Town of Chino Valley to acquire private and/or public water systems within five miles of Town limits were as follows:

Yes	1,249
No	1,687

2. It is hereby found, determined and declared of record, that Ballot Question 2, authorizing the Town of Chino Valley to acquire private and/or public water systems within five

miles of Town limits did not receive a majority of the total number of valid votes cast for this item and the authorization sought thereby was not granted.

SECTION 5. This resolution shall be in full force and effect immediately upon its adoption.

SECTION 6. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

____
Darryl L. Croft, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1138 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.a.**

Meeting Date:	05/28/2019
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action Item
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2019-1140, approving a Tentative Budget for the fiscal year 2019-2020 and proposed expenditure limitation for the same year, in the amount of $27,976,800 and setting a public hearing date of June 25, 2019, on the tentative budget and adoption of the final budget.

RECOMMENDED ACTION:

Move to approve Resolution No. 2019-1140, approving a Tentative Budget and proposed expenditure limitation for FY 2019-2020, in the amount of $27,976,800 and setting June 25,2019, as the date for the public hearing on the tentative budget and for adoption of the final budget for FY 2019-2020.

SITUATION AND ANALYSIS:

At the Council Meeting on May 21, 2019,staff presented the tentative budget draft to Council for consideration for FY 2019-2020. The tentative budget establishes a limitation on expenditures for the proposed fiscal year.

The Resolution directs the Town Clerk to publish the Tentative Budget as required by law. To that end, the Tentative Budget will be published once a week for two consecutive weeks following the adoption of the Tentative Budget.

The Tentative Budget will be made available for public inspection at Town Hall, the library and is published on the town website.

The Resolution also sets a date for the public hearing on the tentative budget to be held on June 25, 2019, after which the final budget may be adopted.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:
Available:
Funding Source:
Sets the Expenditure Limit for Fiscal Year 2019/2020

Attachments

State Budget Forms
Res 2019-1140 Tentative Budget FY2019-2020

OFFICIAL BUDGET FORMS

Town of Chino Valley

Fiscal Year 2020

Town of Chino Valley

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Fiscal Year 2020

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Schedule B—Tax Levy and Tax Rate Information

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Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Town of Chino Valley
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year		Sch	FUNDS: General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	10,146,800	5,245,200	849,100	2,949,000	0	5,335,100	0	24,525,200
2019	Actual Expenditures/Expenses**	E	9,595,700	4,771,900	849,100	1,504,400	0	2,403,900	0	19,125,000
2020	Fund Balance/Net Position at July 1***		7,492,701	1,038,503	455,694	1,450,059		12,872,869		23,309,826
2020	Primary Property Tax Levy	B	0							0
2020	Secondary Property Tax Levy	B								0
2020	Estimated Revenues Other than Property Taxes	C	10,105,700	4,929,000	0	5,778,000		5,882,000		26,694,700
2020	Other Financing Sources	D	0	0	0	0	0	0	0	0
2020	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	400,000	100,000	891,000	2,000,000	0	0	0	3,391,000
2020	Interfund Transfers (Out)	D	2,100,000	0	0	1,291,000	0	0	0	3,391,000
2020	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2020	Total Financial Resources Available		15,898,401	6,067,503	1,346,694	7,937,059		18,754,869	0	50,004,526
2020	Budgeted Expenditures/Expenses	E	11,009,400	5,360,000	891,300	4,916,000	0	5,800,100	0	27,976,800

EXPENDITURE LIMITATION COMPARISON	2019	2020
1. Budgeted expenditures/expenses	$ 24,525,200	$ 27,976,800
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	24,525,200	27,976,800
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 24,525,200	$ 27,976,800
6. EEC expenditure limitation	$	$

[x] The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Chino Valley
Tax Level and Tax Rate Information
Fiscal Year 2020

		2019	2020
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)		$	$
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)		$	
3. Property tax levy amounts			
	A. Primary property taxes	$	$
	B. Secondary property taxes		
	C. Total property tax levy amounts	$	$
4. Property taxes collected*			
	A. Primary property taxes		
	(1) **Current** year's levy	$	
	(2) Prior years' levies		
	(3) Total primary property taxes	$	
	B. Secondary property taxes		
	(1) **Current** year's levy	$	
	(2) Prior years' levies		
	(3) Total secondary property taxes	$	
	C. Total property taxes collected	$	
5. Property tax rates			
	A. City/Town tax rate		
	(1) Primary property tax rate		
	(2) Secondary property tax rate		
	(3) Total city/town tax rate		

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 3 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
GENERAL FUND			
Local taxes			
Sales Taxes	$ 4,611,000	$ 5,239,792	5,148,000
Franchise Taxes	121,500	127,435	128,000
Licenses and permits			
Building Permits	350,000	285,277	350,000
Business Licenses	60,000	62,166	63,000
Plan Check Fees	150,000	117,911	140,000
Other Licenses and Permits	19,000	15,908	17,500
Intergovernmental			
State Shared Sales Tax	1,117,000	1,104,555	1,230,000
State Shared Income Tax	1,381,000	1,417,468	1,549,200
Vehicle License Tax	784,000	821,699	862,000
Yavapai County Library Funds	102,000	100,066	102,000
Police Dept Grants	7,500	10,120	7,500
Senior Nutrition Grant	75,000	86,086	86,000
Charges for services			
Engineering Fees	5,000	19,262	5,000
Senior Nutrition Program Fees	17,000	10,395	10,000
Facility Use Fees	20,000	25,075	24,500
Police Report Fees	3,500	4,656	4,500
Aquatic Center Fees	73,500	76,232	77,000
Other Charges for Services	10,000	28,237	11,500
Fines and forfeits			
Animal Control Fees	30,000	33,084	30,000
Library Fines	3,500	2,864	3,500
Court Fines and Forfeitures	150,000	138,761	140,000
Interest on investments			
Interest	30,000	116,483	115,000
Contributions			
Sponsorships			
Senior Center Thrift Store	1,500	468	1,500
Miscellaneous			
Other Revenues			
Total General Fund	$ 9,122,000	$ 9,844,000	$ 10,105,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	$ 899,000	$ 1,012,000	1,010,000
Interest	1,500	9,195	5,000
Miscellaneous	2,000	5,605	2,000
	$ 902,500	$ 1,026,800	$ 1,017,000
CDBG Grants	$ 325,000	$	$ 325,000
	$ 325,000	$	$ 325,000
Miscellaneous Grants	$ 3,500,000	$ 3,500,000	3,500,000
	$ 3,500,000	$ 3,500,000	$ 3,500,000
Special Revenue Fund-Court	$ 14,900	$ 28,700	28,000
Special Revenue Fund-PD	55,000	25,000	55,000
Lighting Improvement Districts #1, #2, #3	4,000	4,000	4,000
	$ 73,900	$ 57,700	$ 87,000
Total Special Revenue Funds	$ 4,801,400	$ 4,584,500	$ 4,929,000
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	$	$	
Capital Improvements Fund	4,621,900	2,202,800	5,764,000
Replacement Fund	11,000	118,401	14,000
	$ 4,632,900	$ 2,321,201	$ 5,778,000
Total Capital Projects Funds	$ 4,632,900	$ 2,321,201	$ 5,778,000
ENTERPRISE FUNDS			
Water Enterprise Fund	$ 2,665,600	$ 749,900	2,974,000
Sewer Enterprise Fund	2,365,000	2,106,000	2,908,000
	$ 5,030,600	$ 2,855,900	$ 5,882,000
Total Enterprise Funds	$ 5,030,600	$ 2,855,900	$ 5,882,000
TOTAL ALL FUNDS	$ 23,586,900	$ 19,605,601	$ 26,694,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020 SOURCES	OTHER FINANCING 2020 <USES>	INTERFUND TRANSFERS 2020 IN	INTERFUND TRANSFERS 2020 <OUT>
GENERAL FUND				
Capital Improvement Fund	$	$	$ 400,000	$
General Fund				2,100,000
Total General Fund	$	$	$ 400,000	$ 2,100,000
SPECIAL REVENUE FUNDS				
HURF Fund			100,000	
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
Capital Improvement Fund	$	$	$ 891,000	$
Total Debt Service Funds	$	$	$ 891,000	$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	$	$	$ 2,000,000	$ 1,291,000
Road Impact Fee Fund				
Total Capital Projects Funds	$	$	$ 2,000,000	$ 1,291,000
ENTERPRISE FUNDS				
Water Enterprise	$	$	$	$
Total Enterprise Funds	$	$	$	$
TOTAL ALL FUNDS	$	$	$ 3,391,000	$ 3,391,000

Town of Chino Valley
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
GENERAL FUND				
Prosecutor	$ 119,800	$	$ 117,600	$ 126,200
Town Clerk	247,600		220,000	214,000
Town Manager	383,500		361,300	418,100
Human Resources	252,200		253,300	258,200
Magistrate Court	275,900		277,800	287,300
Finance	372,600		391,400	455,600
Mgmt Info Systems	275,900		264,800	307,300
Mayor & Council	50,200		45,800	51,200
Planning	207,200		202,800	211,300
Building Inspection	193,600		194,300	198,400
Police	3,423,000		3,376,600	3,531,700
Animal Control	124,800		114,800	158,100
Recreation	132,900		111,500	137,300
Library	350,700		332,800	375,200
Senior Center	303,300		297,300	354,600
Parks	491,600		509,000	618,800
Aquatic Center	235,700		233,900	251,600
Facilities Maintenance	508,500		384,200	772,400
Fleet Maintenance	279,100		282,700	345,700
Engineering	373,300		350,000	438,300
Customer Service	295,400		250,300	260,100
Non-Departmental	775,000		631,000	738,000
Contingency	475,000		392,500	500,000
Total General Fund	$ 10,146,800	$	$ 9,595,700	$ 11,009,400
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	$ 1,322,700	$	$ 1,198,700	1,417,500
CDBG Grant	325,000			325,000
Miscellaneous Grants Fund	3,500,000		3,500,000	3,500,000
Special Revenue Fund -- Court	38,500		14,200	58,500
Special Revenue Fund -- PD	55,000		55,000	55,000
Lighting Improvement Districts	4,000		4,000	4,000
Total Special Revenue Funds	$ 5,245,200	$	$ 4,771,900	$ 5,360,000
DEBT SERVICE FUNDS				
Debt Service Fund	$ 849,100	$	$ 849,100	$ 891,300
Total Debt Service Funds	$ 849,100	$	$ 849,100	$ 891,300
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	$ 2,889,000	$	$ 932,000	$ 4,856,000
Impact Fees Funds			510,600	
Asset Replacement Fund	60,000		61,800	60,000
Total Capital Projects Funds	$ 2,949,000	$	$ 1,504,400	$ 4,916,000
ENTERPRISE FUNDS				
Water Enterprise Fund	$ 2,897,400	$	$ 674,200	$ 2,914,200
Sewer Enterprise Fund	2,437,700		1,729,700	2,885,900
Total Enterprise Funds	$ 5,335,100	$	$ 2,403,900	$ 5,800,100
TOTAL ALL FUNDS	$ 24,525,200	$	$ 19,125,000	$ 27,976,800

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
Prosecutor				
General Fund	$ 119,800	$	$ 117,600	$ 126,200
Department Total	$ 119,800	$	$ 117,600	$ 126,200
Town Clerk				
General Fund	$ 247,600	$	$ 220,000	$ 214,000
Department Total	$ 247,600	$	$ 220,000	$ 214,000
Town Manager				
General Fund	$ 383,500	$	$ 361,300	$ 418,100
Department Total	$ 383,500	$	$ 361,300	$ 418,100
Human Resources				
General Fund	$ 252,200	$	$ 253,300	$ 258,200
Department Total	$ 252,200	$	$ 253,300	$ 258,200
Municipal Court				
General Fund	275,900		277,800	287,300
Special Revenue Fund	$ 38,500	$	$ 14,200	$ 58,500
Department Total	$ 314,400	$	$ 292,000	$ 345,800
Finance				
General Fund	$ 372,600	$	$ 391,400	$ 455,600
Department Total	$ 372,600	$	$ 391,400	$ 455,600
Mgmt Info Systems				
General Fund	$ 275,900	$	$ 264,800	$ 307,300
Department Total	$ 275,900	$	$ 264,800	$ 307,300
Mayor and Council				
General Fund	$ 50,200		45,800	51,200
Department Total	$ 50,200	$	$ 45,800	$ 51,200
Planning				
General Fund	$ 207,200	$	$ 202,800	$ 211,300
Department Total	$ 207,200	$	$ 202,800	$ 211,300
Building Inspection				
General Fund	$ 193,600		194,300	198,400
Department Total	$ 193,600	$	$ 194,300	$ 198,400
Police				
General Fund	3,423,000		3,376,600	3,531,700
Special Revenue Fund	55,000		55,000	55,000
Department Total	$ 3,478,000	$	$ 3,431,600	$ 3,586,700
Animal Control				
General Fund	$ 124,800		114,800	158,100
Department Total	$ 124,800	$	$ 114,800	$ 158,100
Recreation				
General Fund	$ 132,900	$	$ 111,500	$ 137,300
Department Total	$ 132,900	$	$ 111,500	$ 137,300

Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
Library				
General Fund	$ 350,700	$	$ 332,800	$ 375,200
Department Total	$ 350,700	$	$ 332,800	$ 375,200
Senior Center				
General Fund	$ 303,300	$	$ 297,300	$ 354,600
Department Total	$ 303,300	$	$ 297,300	$ 354,600
Parks Maintenance				
General Fund	$ 491,600	$	$ 509,000	$ 618,800
Department Total	$ 491,600	$	$ 509,000	$ 618,800
Aquatics Center				
General Fund	$ 235,700	$	$ 233,900	$ 251,600
Department Total	$ 235,700	$	$ 233,900	$ 251,600
Facilities Maintenance				
General Fund	$ 508,500	$	$ 384,200	$ 772,400
Department Total	$ 508,500	$	$ 384,200	$ 772,400
Fleet Maintenance				
General Fund	$ 279,100	$	$ 282,700	$ 345,700
Department Total	$ 279,100	$	$ 282,700	$ 345,700
Engineering				
General Fund	$ 373,300	$	$ 350,000	$ 438,300
Department Total	$ 373,300	$	$ 350,000	$ 438,300
Customer Service				
General Fund	$ 295,400	$	$ 250,300	$ 260,100
Department Total	$ 295,400	$	$ 250,300	$ 260,100
Non-Departmental				
General Fund	$ 1,250,000	$	$ 1,023,500	$ 1,238,000
Debt Service Fund	849,100		849,100	891,300
Capital Improvement Fund	2,889,000		1,442,600	4,856,000
Grant Fund	3,500,000		3,500,000	3,500,000
CDBG Grant	325,000			325,000
Asset Replacement Fund	60,000		61,800	60,000
Department Total	$ 8,873,100	$	$ 6,877,000	$ 10,870,300
Water Utilities				
Water Enterprise Fund	$ 2,897,400	$	$ 674,200	2,914,200
Department Total	$ 2,897,400	$	$ 674,200	$ 2,914,200
Sewer Utilities				
Sewer Enterprise Fund	$ 2,437,700	$	$ 1,729,700	$ 2,885,900
Department Total	$ 2,437,700	$	$ 1,729,700	$ 2,885,900
Roads				
HURF	$ 1,322,700	$	$ 1,198,700	$ $1,417,500
Department Total	$ 1,322,700	$	$ 1,198,700	$ $1,417,500
Street Lighting Improvement District				
SLID Fund	$ 4,000	$	$ 4,000	$ 4,000
Department Total	$ 4,000	$	$ 4,000	$ 4,000
TOTAL ALL DEPARTMENTS	$ 24,525,200	$	$ 19,125,000	$ 27,976,800

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-Time Equivalent (FTE) 2020		Employee Salaries and Hourly Costs 2020		Retirement Costs 2020		Healthcare Costs 2020		Other Benefit Costs 2020		Total Estimated Personnel Compensation 2020
GENERAL FUND	85.0	$	4,908,699	$	938,843	$	825,038	$	464,820	=	7,137,400
SPECIAL REVENUE FUNDS											
Highway User Revenue	7.0	$	312,317	$	37,821	$	51,661	$	47,601	=	449,400
Total Special Revenue Funds	7.0	$	312,317	$	37,821	$	51,661	$	47,601	=	449,400
ENTERPRISE FUNDS											
Water Enterprise Fund	2.5	$	147,062	$	17,809	$	22,318	$	15,411	=	202,600
Sewer Enterprise Fund	2.5		147,062		17,809		22,318		15,411		202,600
Total Enterprise Funds	5.0	$	294,124	$	35,618	$	44,636	$	30,822	=	405,200
TOTAL ALL FUNDS	97.0	$	5,515,140	$	1,012,282	$	921,335	$	543,243	=	7,992,000

RESOLUTION NO. 2019-1140

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR 2019/2020; PROPOSING AN EXPENDITURE LIMITATION FOR THE SAME YEAR; AND SETTING A DATE FOR PUBLIC HEARING ON THE TENTATIVE BUDGET AND ADOPTION OF A FINAL BUDGET; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to Article 9, Section 20(9) of the Arizona Constitution, and Arizona Revised Statutes ("A.R.S.") Section 41-563.03(C), (E) and (G), the qualified voters of the Town of Chino Valley (the "Town"), on August 30, 2016, approved Proposition 436, adopting an Alternative Expenditure Limitation for the Town; and

WHEREAS, Proposition 436 provided that, as part of the budget process, the Mayor and Common Council shall annually adopt an expenditure limitation to govern the budget, after public hearing; and

WHEREAS, in accordance with the provisions of A.R.S. Title 42, Chapter 17, Articles 1- 5, the Mayor and Council of the Town of Chino Valley (the "Town Council") shall make an estimate of the amounts required to meet the public expenditures/expenses for the ensuing year, an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property of the Town; and

WHEREAS, in accordance with said chapter of said title, the estimates required to meet the public expenditures/expenses for the ensuing year shall be published according to law and a public hearing shall be held at which any taxpayer may appear and be heard in favor of or against any of the proposed expenditures/expenses or tax levies; and

WHEREAS, the Mayor and Common Council desire now to establish a tentative expenditure limitation and budget expenditures for Fiscal Year 2019-2020.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The tentative expenditure limitation to govern the Town of Chino Valley budget for Fiscal Year 2019/2020 is hereby proposed in an amount not to exceed $27,976,800.

SECTION 3. The estimates of revenues and expenditures shown in the schedules attached hereto as Exhibit A and incorporated herein by reference are hereby adopted as the tentative budget of the Town of Chino Valley for Fiscal Year 2019/2020.

SECTION 4. The Town Clerk is authorized and directed to: (i) make available the tentative budget for inspection, not later than seven days after the date of this Resolution, at the Chino Valley Public Library, at the Chino Valley Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers and make tax levies at designated times and places. The notice shall include the physical addresses of the Chino Valley Public Library, and the Chino Valley Town Hall, and the website where the tentative budget may be found.

SECTION 5. A public hearing on the tentative budget shall be held on June 25, 2019, during the regularly-scheduled Town Council meeting.

SECTION 6. This Resolution shall be effective from and after its passage and approval according to law.

SECTION 7. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this Resolution 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 Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

____
Darryl L. Croft, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1140 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on May 28, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1140

[Statement of Estimates and Expenses]

See following pages

OFFICIAL BUDGET FORMS

Town of Chino Valley

Fiscal Year 2020

Town of Chino Valley

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Fiscal Year 2020

Resolution for the Adoption of the Budget

Schedule A—Summary Schedule of Estimated Revenues and Expenditures/Expenses

Schedule B—Tax Levy and Tax Rate Information

Schedule C—Revenues Other Than Property Taxes

Schedule D—Other Financing Sources/<Uses> and Interfund Transfers

Schedule E—Expenditures/Expenses by Fund

Schedule F—Expenditures/Expenses by Department (as applicable)

Schedule G—Full-Time Employees and Personnel Compensation

Town of Chino Valley
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2020

Fiscal Year		Sch	FUNDS: General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds
2019	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	10,146,800	5,245,200	849,100	2,949,000	0	5,335,100	0	24,525,200
2019	Actual Expenditures/Expenses**	E	9,595,700	4,771,900	849,100	1,504,400	0	2,403,900	0	19,125,000
2020	Fund Balance/Net Position at July 1***		7,492,701	1,038,503	455,694	1,450,059		12,872,869		23,309,826
2020	Primary Property Tax Levy	B	0							0
2020	Secondary Property Tax Levy	B								0
2020	Estimated Revenues Other than Property Taxes	C	10,105,700	4,929,000	0	5,778,000		5,882,000		26,694,700
2020	Other Financing Sources	D	0	0	0	0	0	0	0	0
2020	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2020	Interfund Transfers In	D	400,000	100,000	891,000	2,000,000	0	0	0	3,391,000
2020	Interfund Transfers (Out)	D	2,100,000	0	0	1,291,000	0	0	0	3,391,000
2020	Reduction for Amounts Not Available:									
LESS:	Amounts for Future Debt Retirement:									0
										0
										0
										0
2020	Total Financial Resources Available		15,898,401	6,067,503	1,346,694	7,937,059		18,754,869	0	50,004,526
2020	Budgeted Expenditures/Expenses	E	11,009,400	5,360,000	891,300	4,916,000	0	5,800,100	0	27,976,800

EXPENDITURE LIMITATION COMPARISON	2019	2020
1. Budgeted expenditures/expenses	$ 24,525,200	$ 27,976,800
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	24,525,200	27,976,800
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	$ 24,525,200	$ 27,976,800
6. EEC expenditure limitation	$	$

[x] The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Chino Valley
Tax Levy and Tax Rate Information
Fiscal Year 2020

		2019		2020
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$		$	
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$			
3. Property tax levy amounts				
A. Primary property taxes	$		$	
B. Secondary property taxes				
C. Total property tax levy amounts	$		$	
4. Property taxes collected*				
A. Primary property taxes				
(1) **Current** year's levy	$			
(2) Prior years' levies				
(3) Total primary property taxes	$			
B. Secondary property taxes				
(1) **Current** year's levy	$			
(2) Prior years' levies				
(3) Total secondary property taxes	$			
C. Total property taxes collected	$			
5. Property tax rates				
A. City/Town tax rate				
(1) Primary property tax rate				
(2) Secondary property tax rate				
(3) Total city/town tax rate				

B. Special assessment district tax rates

Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating 3 special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
GENERAL FUND			
Local taxes			
Sales Taxes	$ 4,611,000	$ 5,239,792	5,148,000
Franchise Taxes	121,500	127,435	128,000
Licenses and permits			
Building Permits	350,000	285,277	350,000
Business Licenses	60,000	62,166	63,000
Plan Check Fees	150,000	117,911	140,000
Other Licenses and Permits	19,000	15,908	17,500
Intergovernmental			
State Shared Sales Tax	1,117,000	1,104,555	1,230,000
State Shared Income Tax	1,381,000	1,417,468	1,549,200
Vehicle License Tax	784,000	821,699	862,000
Yavapai County Library Funds	102,000	100,066	102,000
Police Dept Grants	7,500	10,120	7,500
Senior Nutrition Grant	75,000	86,086	86,000
Charges for services			
Engineering Fees	5,000	19,262	5,000
Senior Nutrition Program Fees	17,000	10,395	10,000
Facility Use Fees	20,000	25,075	24,500
Police Report Fees	3,500	4,656	4,500
Aquatic Center Fees	73,500	76,232	77,000
Other Charges for Services	10,000	28,237	11,500
Fines and forfeits			
Animal Control Fees	30,000	33,084	30,000
Library Fines	3,500	2,864	3,500
Court Fines and Forfeitures	150,000	138,761	140,000
Interest on investments			
Interest	30,000	116,483	115,000
Contributions			
Sponsorships			
Senior Center Thrift Store	1,500	468	1,500
Miscellaneous			
Other Revenues			
Total General Fund	$ 9,122,000	$ 9,844,000	$ 10,105,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Revenues Other Than Property Taxes
Fiscal Year 2020

SOURCE OF REVENUES	ESTIMATED REVENUES 2019	ACTUAL REVENUES* 2019	ESTIMATED REVENUES 2020
SPECIAL REVENUE FUNDS			
Highway User Revenue Fund			
Highway User Revenue	$ 899,000	$ 1,012,000	1,010,000
Interest	1,500	9,195	5,000
Miscellaneous	2,000	5,605	2,000
	$ 902,500	$ 1,026,800	$ 1,017,000
CDBG Grants	$ 325,000	$	$ 325,000
	$ 325,000	$	$ 325,000
Miscellaneous Grants	$ 3,500,000	$ 3,500,000	3,500,000
	$ 3,500,000	$ 3,500,000	$ 3,500,000
Special Revenue Fund-Court	$ 14,900	$ 28,700	28,000
Special Revenue Fund-PD	55,000	25,000	55,000
Lighting Improvement Districts #1, #2, #3	4,000	4,000	4,000
	$ 73,900	$ 57,700	$ 87,000
Total Special Revenue Funds	$ 4,801,400	$ 4,584,500	$ 4,929,000
CAPITAL PROJECTS FUNDS			
Impact Fee Funds	$	$	
Capital Improvements Fund	4,621,900	2,202,800	5,764,000
Replacement Fund	11,000	118,401	14,000
	$ 4,632,900	$ 2,321,201	$ 5,778,000
Total Capital Projects Funds	$ 4,632,900	$ 2,321,201	$ 5,778,000
ENTERPRISE FUNDS			
Water Enterprise Fund	$ 2,665,600	$ 749,900	2,974,000
Sewer Enterprise Fund	2,365,000	2,106,000	2,908,000
	$ 5,030,600	$ 2,855,900	$ 5,882,000
Total Enterprise Funds	$ 5,030,600	$ 2,855,900	$ 5,882,000
TOTAL ALL FUNDS	$ 23,586,900	$ 19,605,601	$ 26,694,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Chino Valley
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2020

FUND	OTHER FINANCING 2020 SOURCES	OTHER FINANCING 2020 <USES>	INTERFUND TRANSFERS 2020 IN	INTERFUND TRANSFERS 2020 <OUT>
GENERAL FUND				
Capital Improvement Fund	$	$	$ 400,000	$
General Fund				2,100,000
Total General Fund	$	$	$ 400,000	$ 2,100,000
SPECIAL REVENUE FUNDS				
HURF Fund			100,000	
Total Special Revenue Funds	$	$	$ 100,000	$
DEBT SERVICE FUNDS				
Capital Improvement Fund	$	$	$ 891,000	$
Total Debt Service Funds	$	$	$ 891,000	$
CAPITAL PROJECTS FUNDS				
Capital Improvement Fund	$	$	$ 2,000,000	$ 1,291,000
Road Impact Fee Fund				
Total Capital Projects Funds	$	$	$ 2,000,000	$ 1,291,000
ENTERPRISE FUNDS				
Water Enterprise	$	$	$	$
Total Enterprise Funds	$	$	$	$
TOTAL ALL FUNDS	$	$	$ 3,391,000	$ 3,391,000

Town of Chino Valley
Expenditures/Expenses by Fund
Fiscal Year 2020

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
GENERAL FUND				
Prosecutor	$ 119,800	$	$ 117,600	$ 126,200
Town Clerk	247,600		220,000	214,000
Town Manager	383,500		361,300	418,100
Human Resources	252,200		253,300	258,200
Magistrate Court	275,900		277,800	287,300
Finance	372,600		391,400	455,600
Mgmt Info Systems	275,900		264,800	307,300
Mayor & Council	50,200		45,800	51,200
Planning	207,200		202,800	211,300
Building Inspection	193,600		194,300	198,400
Police	3,423,000		3,376,600	3,531,700
Animal Control	124,800		114,800	158,100
Recreation	132,900		111,500	137,300
Library	350,700		332,800	375,200
Senior Center	303,300		297,300	354,600
Parks	491,600		509,000	618,800
Aquatic Center	235,700		233,900	251,600
Facilities Maintenance	508,500		384,200	772,400
Fleet Maintenance	279,100		282,700	345,700
Engineering	373,300		350,000	438,300
Customer Service	295,400		250,300	260,100
Non-Departmental	775,000		631,000	738,000
Contingency	475,000		392,500	500,000
Total General Fund	$ 10,146,800	$	$ 9,595,700	$ 11,009,400
SPECIAL REVENUE FUNDS				
Highway User Revenue Fund	$ 1,322,700	$	$ 1,198,700	1,417,500
CDBG Grant	325,000			325,000
Miscellaneous Grants Fund	3,500,000		3,500,000	3,500,000
Special Revenue Fund -- Court	38,500		14,200	58,500
Special Revenue Fund -- PD	55,000		55,000	55,000
Lighting Improvement Districts	4,000		4,000	4,000
Total Special Revenue Funds	$ 5,245,200	$	$ 4,771,900	$ 5,360,000
DEBT SERVICE FUNDS				
Debt Service Fund	$ 849,100	$	$ 849,100	$ 891,300
Total Debt Service Funds	$ 849,100	$	$ 849,100	$ 891,300
CAPITAL PROJECTS FUNDS				
Capital Improvements Fund	$ 2,889,000	$	$ 932,000	$ 4,856,000
Impact Fees Funds			510,600	
Asset Replacement Fund	60,000		61,800	60,000
Total Capital Projects Funds	$ 2,949,000	$	$ 1,504,400	$ 4,916,000
ENTERPRISE FUNDS				
Water Enterprise Fund	$ 2,897,400	$	$ 674,200	$ 2,914,200
Sewer Enterprise Fund	2,437,700		1,729,700	2,885,900
Total Enterprise Funds	$ 5,335,100	$	$ 2,403,900	$ 5,800,100
TOTAL ALL FUNDS	$ 24,525,200	$	$ 19,125,000	$ 27,976,800

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019	ACTUAL EXPENDITURES/ EXPENSES* 2019	BUDGETED EXPENDITURES/ EXPENSES 2020
Prosecutor				
General Fund	$ 119,800	$	$ 117,600	$ 126,200
Department Total	$ 119,800	$	$ 117,600	$ 126,200
Town Clerk				
General Fund	$ 247,600	$	$ 220,000	$ 214,000
Department Total	$ 247,600	$	$ 220,000	$ 214,000
Town Manager				
General Fund	$ 383,500	$	$ 361,300	$ 418,100
Department Total	$ 383,500	$	$ 361,300	$ 418,100
Human Resources				
General Fund	$ 252,200	$	$ 253,300	$ 258,200
Department Total	$ 252,200	$	$ 253,300	$ 258,200
Municipal Court				
General Fund	275,900		277,800	287,300
Special Revenue Fund	$ 38,500	$	$ 14,200	$ 58,500
Department Total	$ 314,400	$	$ 292,000	$ 345,800
Finance				
General Fund	$ 372,600	$	$ 391,400	$ 455,600
Department Total	$ 372,600	$	$ 391,400	$ 455,600
Mgmt Info Systems				
General Fund	$ 275,900	$	$ 264,800	$ 307,300
Department Total	$ 275,900	$	$ 264,800	$ 307,300
Mayor and Council				
General Fund	$ 50,200		45,800	51,200
Department Total	$ 50,200	$	$ 45,800	$ 51,200
Planning				
General Fund	$ 207,200	$	$ 202,800	$ 211,300
Department Total	$ 207,200	$	$ 202,800	$ 211,300
Building Inspection				
General Fund	$ 193,600		194,300	198,400
Department Total	$ 193,600	$	$ 194,300	$ 198,400
Police				
General Fund	3,423,000		3,376,600	3,531,700
Special Revenue Fund	55,000		55,000	55,000
Department Total	$ 3,478,000	$	$ 3,431,600	$ 3,586,700
Animal Control				
General Fund	$ 124,800		114,800	158,100
Department Total	$ 124,800	$	$ 114,800	$ 158,100
Recreation				
General Fund	$ 132,900	$	$ 111,500	$ 137,300
Department Total	$ 132,900	$	$ 111,500	$ 137,300

Town of Chino Valley
Expenditures/Expenses by Department
Fiscal Year 2020

DEPARTMENT/FUND		ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2019		EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2019		ACTUAL EXPENDITURES/ EXPENSES* 2019		BUDGETED EXPENDITURES/ EXPENSES 2020
Library								
General Fund	$	350,700	$		$	332,800	$	375,200
Department Total	$	350,700	$		$	332,800	$	375,200
Senior Center								
General Fund	$	303,300	$		$	297,300	$	354,600
Department Total	$	303,300	$		$	297,300	$	354,600
Parks Maintenance								
General Fund	$	491,600	$		$	509,000	$	618,800
Department Total	$	491,600	$		$	509,000	$	618,800
Aquatics Center								
General Fund	$	235,700	$		$	233,900	$	251,600
Department Total	$	235,700	$		$	233,900	$	251,600
Facilities Maintenance								
General Fund	$	508,500	$		$	384,200	$	772,400
Department Total	$	508,500	$		$	384,200	$	772,400
Fleet Maintenance								
General Fund	$	279,100	$		$	282,700	$	345,700
Department Total	$	279,100	$		$	282,700	$	345,700
Engineering								
General Fund	$	373,300	$		$	350,000	$	438,300
Department Total	$	373,300	$		$	350,000	$	438,300
Customer Service								
General Fund	$	295,400	$		$	250,300	$	260,100
Department Total	$	295,400	$		$	250,300	$	260,100
Non-Departmental								
General Fund	$	1,250,000	$		$	1,023,500	$	1,238,000
Debt Service Fund		849,100				849,100		891,300
Capital Improvement Fund		2,889,000				1,442,600		4,856,000
Grant Fund		3,500,000				3,500,000		3,500,000
CDBG Grant		325,000						325,000
Asset Replacement Fund		60,000				61,800		60,000
Department Total	$	8,873,100	$		$	6,877,000	$	10,870,300
Water Utilities								
Water Enterprise Fund	$	2,897,400	$		$	674,200		2,914,200
Department Total	$	2,897,400	$		$	674,200	$	2,914,200
Sewer Utilities								
Sewer Enterprise Fund	$	2,437,700	$		$	1,729,700	$	2,885,900
Department Total	$	2,437,700	$		$	1,729,700	$	2,885,900
Roads								
HURF	$	1,322,700	$		$	1,198,700	$	$1,417,500
Department Total	$	1,322,700	$		$	1,198,700	$	$1,417,500
Street Lighting Improvement District								
SLID Fund	$	4,000	$		$	4,000	$	4,000
Department Total	$	4,000	$		$	4,000	$	4,000
TOTAL ALL DEPARTMENTS	$	24,525,200	$		$	19,125,000	$	27,976,800

Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Chino Valley
Full-Time Employees and Personnel Compensation
Fiscal Year 2020

FUND	Full-Time Equivalent (FTE) 2020		Employee Salaries and Hourly Costs 2020		Retirement Costs 2020		Healthcare Costs 2020		Other Benefit Costs 2020		Total Estimated Personnel Compensation 2020
GENERAL FUND	85.0	$	4,908,699	$	938,843	$	825,038	$	464,820	=	7,137,400
SPECIAL REVENUE FUNDS											
Highway User Revenue	7.0	$	312,317	$	37,821	$	51,661	$	47,601	=	449,400
Total Special Revenue Funds	7.0	$	312,317	$	37,821	$	51,661	$	47,601	=	449,400
ENTERPRISE FUNDS											
Water Enterprise Fund	2.5	$	147,062	$	17,809	$	22,318	$	15,411	=	202,600
Sewer Enterprise Fund	2.5		147,062		17,809		22,318		15,411		202,600
Total Enterprise Funds	5.0	$	294,124	$	35,618	$	44,636	$	30,822	=	405,200
TOTAL ALL FUNDS	97.0	$	5,515,140	$	1,012,282	$	921,335	$	543,243	=	7,992,000

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.b.**

Meeting Date: 05/28/2019

Contact Person: Dan Trout, Building Official
Phone: (928) 636-2646 x-1219

Department: Development Services

Item Type: Action-Presentation

Estimated length of staff presentation: 10 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Ordinance No. 2019-871, repealing previous ordinances related to previous versions of the International Building Codes; adopting the "Town of Chino Valley Building and Technical Code Amendments - 2018 Edition," by reference; and amending Town Code Title XV Land Usage, Chapter 150 Building Regulations by amending sections related to the 2018 version of the International Codes and 2017 edition of the National Electrical Code.

RECOMMENDED ACTION:

Adopt Ordinance No. 2019-871, repealing Ordinance Nos. 04-570, 07-686, 07-689 and 09-721; adopting the "Town of Chino Valley Building and Technical Code Amendments - 2018 Edition," by reference; and amending Town Code Sections 150.001 and 150.004.

SITUATION AND ANALYSIS:

The Town of Chino Valley updates its adopted building codes every six (6) years. These codes govern the construction of structures in the town, and provide health and safety standards to protect the public.

One of the stipulations of the ARRA funds the Town accepted to install solar panels at the Wastewater Treatment Plant was that the Town would adopt the International Energy Conservation Code, which is included with this update.

Adoption of the 2018 Codes will enable the Town to lower its ISO rating by one (1) point, which will help maintain lower property insurance rates.

Failure to adopt the Codes will likely result in an increase of the Town's ISO and negatively impact property insurance rates throughout Town.

Fiscal Impact

Fiscal Impact?: No

If Yes, Budget Code: N/A

Available: N/A

Funding Source:

Attachments

ORD 2019-871 - 2018 IBC

ORDINANCE NO. 2019-871

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ADOPTING BY REFERENCE THE "2018 INTERNATIONAL BUILDING CODE," THE "2018 INTERNATIONAL RESIDENTIAL CODE," THE "2018 INTERNATIONAL EXISTING BUILDING CODE," THE "2018 INTERNATIONAL MECHANICAL CODE," THE "2018 INTERNATIONAL PLUMBING CODE," THE "2017 NATIONAL ELECTRICAL CODE," THE "2018 INTERNATIONAL FUEL GAS CODE," AND "THE TOWN OF CHINO VALLEY BUILDING AND TECHNICAL CODE AMENDMENTS;" AMENDING THE CHINO VALLEY TOWN CODE, CHAPTER 150 RELATING TO BUILDING CODES; ESTABLISHING AN EFFECTIVE DATE AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, many neighboring communities have adopted, or are in the process of adopting, the most-current editions of national and international building codes; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to bring uniformity to the building community and to prohibit unsafe construction procedures and materials; and

WHEREAS, Chapter 150 of the Chino Valley Town Code specifies the building construction codes that are to be followed within the corporate limits of the Town of Chino Valley (the "Town"); and

WHEREAS, the Town Council desires to amend the Chino Valley Town Code, Chapter 150 (Building Regulations; Construction) to amend provisions relating to the codification of the previously-adopted 2012 International Building Code, 2012 International Residential Code for one- and two-family dwellings, 2012 International Mechanical Code, 2012 International Plumbing Code, 2011 National Electrical Code, 2012 International Fuel Gas Code, 2012 International Energy Conservation Code and the Town of Chino Valley Building and Technical Code Amendments, 2015 Edition, to adopt the most-current editions of such codes.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Chino Valley, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Those certain documents known as the "2018 International Building Code," the "2018 International Residential Code for One- and Two-Family Dwellings," the "2018 International Existing Building Code," the "2018 International Mechanical Code," the "2018 International Plumbing Code," the "2017 National Electrical Code," the "2018 International Fuel Gas Code," (collectively, the "2018 Building Codes") and "The Town of Chino Valley Building and Technical Code Amendments, 2018 Edition (the "Chino Valley Amendments") (the Chino

Valley Amendments and the 2018 Building Codes are collectively referred to herein as the "Technical Codes") one paper copy and one electronic copy maintained in compliance with ARIZ. REV. STAT. § 44-7041 of which are on file in the office of the Town Clerk as required by ARIZ. REV. STAT. § 9-802 and are available for public use and inspection during normal business hours, which Technical Codes are hereby declared to be public records, which public records are hereby referred to, adopted and made a part hereof as if fully set forth in this Ordinance and which are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The Chino Valley Town Code, Chapter 150 (Building Regulations; Construction), Section 150.001 (Adoption of International Code Council Codes), is hereby amended to reflect the adoption of the Technical Codes, as follows:

§ 150.001 ADOPTION OF INTERNATIONAL CODE COUNCIL CODES.

(A) *International Building Code.* That certain code entitled International Building Code, ~~2012~~ 2018 Edition, together with appendices B, C, I, and J, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments – ~~2015~~ 2018 Edition, is hereby adopted as the Building Code of the town for regulating the erection, construction, enlargement, replacement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, location, height, area and maintenance of all buildings or structures in the town and said building code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(B) *International Residential Code for one- and two-family dwellings.* That certain code entitled International Residential Code, For One- and Two-Family Dwellings, ~~2012~~ 2018 Edition, together with appendices A, B, C, H, J, L and Q, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - ~~2015~~ 2018 Edition is hereby adopted as the Residential Code for one- and two-family dwellings of the Town of Chino Valley for regulating the erection, construction, enlargement, replacement, alteration, repair, moving, removal, demolition, conversion, occupancy, equipment, use, location, height, area and maintenance of all one- and two-family dwellings in the town and said residential code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(C) *International Fuel Gas Code.* That certain code entitled International Fuel Gas Code, ~~2012~~ 2018 Edition, together with appendices A, B, and C published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - ~~2015~~ 2018 Edition is hereby adopted as the Fuel Gas Code of the Town of Chino Valley for regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of fuel gas systems and gas-fired appliances and said fuel gas code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(D) *International Mechanical Code.* That certain code entitled International Mechanical Code, ~~2012~~ 2018 Edition, together with appendix A, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - ~~2015~~ 2018 Edition, is hereby adopted as the Mechanical Code of the Town of Chino Valley for regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or use of heating, ventilating, cooling, refrigeration systems, incinerators, and other miscellaneous heat-producing appliances in the town and said mechanical code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(E) *International Plumbing Code.* That certain code entitled International Plumbing Code, ~~2012~~ 2018 Edition, together with appendices D AND E ~~and F~~, published by the International Code Council, as amended by the Town of Chino Valley Building and Technical Code Amendments - ~~2015~~ 2018 Edition is hereby adopted as the Plumbing Code of the Town of Chino Valley for regulating and controlling the design, construction, quality of materials, erection, installation, alteration, repair, location, replacement, addition to, operation and maintenance or use of plumbing systems in the town and said plumbing code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(F) *International Energy Conservation Code.* That certain code entitled International Energy Conservation Code, 2012 Edition, published by the International Code Council, INCLUDING ALL APPENDICES, as amended by the Town of Chino Valley Building and Technical Code amendments - ~~2015~~ 2018 Edition, is hereby adopted as the Energy Conservation Code of the Town of Chino Valley for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting, and power systems of all buildings or structures in the town and said energy conservation code is hereby referred to and made a part hereof as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

(G) *INTERNATIONAL EXISTING BUILDING CODE.* THAT CERTAIN CODE ENTITLED INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION, PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INCLUDING ALL APPENDICES, IS HEREBY ADOPTED AS THE EXISTING BUILDING CODE OF THE TOWN OF CHINO VALLEY FOR REGULATING THE REPAIR, ALTERATION, CHANGE OF OCCUPANCY, ADDITION TO AND RELOCATION OF EXISTING BUILDINGS AND SAID EXISTING BUILDING CODE IS HEREBY REFERRED TO AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH IN THIS SECTION. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 OF SAID BUILDING CODE SHALL BE KEPT ON FILE AND AVAILABLE FOR PUBLIC USE IN THE OFFICE OF THE TOWN CLERK AND PLANNING AND BUILDING DEPARTMENT.

SECTION 4. The Chino Valley Town Code, Chapter 150 (Building Regulations; Construction), Section 150.004 (Electrical Code), is hereby amended to reflect the adoption of the Technical Codes, as follows:

§ 150.004 ELECTRICAL CODE.

That certain code entitled "National Electrical Code", ~~2011~~ 2017 Edition, published by the National Fire Protection Association, INCLUDING ALL APPENDICES, ~~as amended by the "Town of Chino Valley Building and Technical Code Amendments - 2015 Edition"~~ is hereby adopted as the Electrical Code of the Town of Chino Valley for regulating the installation, alteration and maintenance of all electrical installations in the town and said electrical code is hereby referred to and made a part here of as though fully set forth in this section. ONE PAPER COPY AND ONE ELECTRONIC COPY MAINTAINED IN COMPLIANCE WITH ARIZ. REV. STAT. § 44-7041 ~~Three copies~~ of said building code shall be kept on file and available for public use in the office of the Town Clerk and Planning and Building Department.

SECTION 5. Any person found guilty of violating any provision of the Technical Codes shall be guilty of a civil infraction as set forth in Section 10.99 of the Chino Valley Town Code. Each day that a violation continues shall be a separate offense.

SECTION 6. This Ordinance shall become effective 30 days after its passage, but the Technical Codes adopted herein shall not become effective until at 12:01 a.m. on July 1, 2019, or if the effectiveness of this Ordinance is prohibited by Arizona law at such time, then this Ordinance shall become effective at the earliest such later time as authorized by Arizona law.

SECTION 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 of this Ordinance.

SECTION 8. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 28th day of May, 2019.

____
Darryl L. Croft, Mayor

ATTEST:

____
Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2019-871 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on May 28, 2019, and that quorum was present, and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

____
Jami C. Lewis, Town Clerk

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.c.**

Meeting Date: 05/28/2019

Contact Person: Laura Kyriakakis, Human Resources Director
Phone: 928-636-2646 x-1204

Department: Human Resources

Item Type: Action

Estimated length of staff presentation: 20 minutes

Physical location of item: N/A

AGENDA ITEM TITLE:
Consideration and possible action to approve the Town of Chino Valley Personnel Policy and Administrative Guideline Manual, Vacations Policy #700 revisions, dated May 28, 2019.

RECOMMENDED ACTION:
Move to approve the revised Vacations Policy #700, dated May 28, 2019, in the Town of Chino Valley Personnel Policy and Administrative Guideline Manual.

SITUATION AND ANALYSIS:
The Town endorses and believes that a healthy workplace requires employees to spend time away from the office and enjoy their free time. The vacation policy and benefit is one that supports the Town's healthy workplace philosophy and improves morale, while also helping the Town recruit, retain, and reward valued staff.

The Personnel Committee met to discuss the vacation policy to ensure the benefit is continuing to support the Town's philisophy. Through many conversations with the Personnel Committee, we are recommending two primary changes to this valuable benefit.

1. Change the 320 hour "soft" vacation accrual cap to a 320 hour "hard" vacation accrual cap; and
2. Offer an Annual Vacation Payout to qualified staff.

<u>Change the 320 hour "soft" vacation accural cap to a 320 hour "hard" vacation accrual cap</u>
Currently the maximum vacation accrual cap is set at 320 hours, calculated at December 31st of every year. An employee may accrue more than 320 vacation hours during the year but s/he shall need to reduce the vacation hours to no more than 320 hours by December 31st of every year. If they do not reduce those hours to 320 or less, they will be eliminated. The exception to our current policy is if an employee makes prior arrangements with his/her supervisor to take vacation hours by June 30th of the following year, then hours over 320 can be carried over into the new year.

We are recommending a change from the soft accrual cap to a hard accrual cap, that would go into effect on 1/1/2021. A hard cap accrual means that once an employee accrues 320 hours in their vacation bank, accruals will cease until the hours are reduced to a level where they can begin accruing vacation time again. We believe a transitionary period is necessary to give the affected staff enough time to reduce their accrued vacation hours below the hard cap.

The reason for the recommended benefit change is as follows:

- It will encourage staff to take their earned vacation time, and continue to promote a healthy workplace.
- It will help limit/cap future accruals;
- It will assist in projecting and managing this future budget line-item;
- It will reduce liability and limit vacation payouts, when an employee terminates employment; and
- Promotes restful breaks.

Annual Vacation Payout:

Many long-term employees, for various reasons are accruing vacation leave at a rate that is faster than they can take. We are recommending an annual vacation payout to qualified staff once per fiscal year. Every fiscal year, any qualified employee may request 40 hours of vacation time paid at their current hourly rate of pay in conjunction with 40 concurrent hours of vacation time taken. Qualified staff include those that have been with the Town for five or more years, have a minimum balalnce of 300 vacation hours, and have already taken 40 vacation hours in the current fiscal year.

The reason for the benefit change is as follows:

- It will reduce liability sooner and will likely payout the earned benefit at a lower pay rate and in smaller increments;
- It will reduce liability and limit vacation payouts, when an employee terminates employment.
- It will limit/cap future accruals; and
- Promotes restfull breaks.

These two combined benefit changes would currently apply to approximately 25% of the staff and could potentially reduce the Town's financial burden by approximately $75,000.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Vacations Policy #700

Policy No. 700
Amended May 28, 2019
Page 1 of 3

VACATIONS

I. PURPOSE:

To provide a traditional paid-time-off benefit that will provide a restful break in the yearly work routine and support the Town's goals to attract and retain quality employees.

II. SCOPE:

This policy applies to full-time and qualified part-time Town employees.

III. POLICY AND GUIDELINES:

The Town encourages and requires each employee to take an annual vacation entitlement as paid time off away from work. The Town does not provide vacation pay unless vacation time is actually accrued and approved as actual time off from work, or upon separation.

IV. ELIGIBILITY:

A. An employee's entitlement to earn vacation is based on the employee's hire date.

B. Newly hired employees are eligible to take vacation accruals after six months of employment. At the completion of six months**,** vacation accruals will be retroactive to the date of hire.

C. Vacation time is not earned during an unpaid leave of absence. Earning resumes upon return to active status.

D. Unused vacation entitlement will be paid to employees upon separation provided they have successfully completed six months of employment, from the date of hire. Pay will be computed based on the hourly pay rate earned upon separation.

E. The following schedule specifies the amount of vacation a regular full-time employee earns, based upon a 40-hour work week, for a corresponding period of continuous service:

IV. ELIGIBILITY: (*continued*)

Length of Service Completed	Hours per pay period	Equivalent hours per year
Less than two years	3.077	80
Two to five years	4.615	120
Five to ten years	5.539	144
Over ten years	6.154	160

F. Qualified employees, who are regularly scheduled and work between 20 hours and 39 hours per week are entitled to a pro-rated benefit. Hourly pro-rated vacation accruals are calculated by taking the percentage of hours worked from a 40-hour work week and multiplying it by the applicable per pay period accrual rate.

V. SCHEDULING:

A. Vacations may be taken by separate weeks, by days, or by half days. The Town prefers, however, that employees take one vacation period of at least one consecutive week, annually.

B. **ON OR BEFORE DECEMBER 31, 2020:** The maximum vacation accrual shall be 320 hours, calculated at December 31st of the year. An employee may accrue more than 320 hours during the year, but s/he shall reduce the vacation accrual to no more than 320 hours by December 31st. Vacation hours accrued in excess of 320 on December 31st shall be eliminated from the books unless the employee has made prior arrangements with his or her supervisor to take such vacation hours by June 30th of the following year. The Human Resources Department shall notify all employees of their accrued vacation hours as of October 31st of each year so that employees and supervisors may plan vacations to comply with the 320 hour December 31st maximum vacation accrual.

ON OR AFTER JANUARY 1, 2021: Once an employee accrues 320 hours in their vacation bank, accruals will cease until the hours are reduced to a level where they can begin accruing vacation time again.

C. If a Town-paid holiday falls during an employee's vacation, the holiday will not be counted as vacation taken.

D. Each department shall maintain a vacation schedule and approved vacation time taken by each employee.

E. Vacation periods must be scheduled and approved by the employee's supervisor before becoming effective.

VI. ANNUAL VACATION PAYOUT

A. Every fiscal year any employee who meets the following criteria will be eligible to request 40 hours of vacation time paid at their current hourly rate of pay in conjunction with 40 concurrent hours of vacation time taken. Payouts will be treated as normal income and subject to normal taxes and approved deductions.

a. Employee must be employed with the Town for a minimum of five consecutive years.
b. Employee must have a minimum balance of 300 vacation hours.
c. Employee must have already taken a minimum of 40 vacation hours in the current fiscal year.

B. Employees who meet the above listed criteria can request one Annual Vacation Payout, through an Annual Vacation Payout Form, between July 1st and June 30th of every fiscal year, and must take their vacation time-off in the same fiscal year in which they made the request.

C. Annual Vacation Payouts will be paid in the pay period that falls during the actual vacation time taken or the closest pay period following the actual vacation time taken under this policy.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.d.**

Meeting Date:	05/28/2019
Contact Person:	Scott Bruner, Community Services Director Phone: 928-636-2687 x-1237
Department:	Community Services
Item Type:	Action
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34 and the installation contracts with Abracadabra Landscape Corp for $5,823.60 and $7,257.52.

RECOMMENDED ACTION:

Approve the purchase of a Central Control Irrigation System (BaseStation 3200) for Community Center Park and Memory Park from Ewing Irrigation in the amount of $29,648.34 and the installation contracts with Abracadabra Landscape Corp for $5,823.60 and $7,257.52 and waive the bidding contracts for Abracadabra Landscape Corp per 32.11 due to their unique qualifications for installing complex irrigation systems.

The Equipment is purchased under the Mohave Education Cooperative Purchasing Agreement.

SITUATION AND ANALYSIS:

The irrigation and watering of Community Center Park and Memory Park is a guesstimate at best. The Central Control Irrigation System (BaseStation 3200) will have a "mapping program" and sensors that will manage and control water usage within our parks saving the town money.It will measure five climate conditions including evaporation, 24 hours a day and manage water usage.
It is estimated that the BaseStation 3200 could reduce water use by 62%

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	01-68-5241
Available:	42,729.46
Funding Source:	

The Town will fund this project using Contengency Funds.

Equipment	$29,648.34
Installation	13,081.12
Total Project	$42,729.46

Attachments

Sole Source Letter

CPA - Ewing Irrigation Products

SFA - Abracadabra Landscape - Agt for Irrigation Install

ABRACADABRA LANDSCAPE CORP.

AZROC COMMERCIAL CONTRACTOR – license # 200780
623-594-2773-office
P.O. BOX 28
LITCHFIELD PARK, AZ 85340

March 24, 2019

Letter of Sole Source

TOWN OF CHINO VALLEY
1527 North Road 1 East
Chino Valley, AZ 86323

Attention: Jason Olson Park Superintendent

Abracadabra Landscape has been contracting in Arizona since 2004. We are known for our technical services and installing complex irrigation systems. We are one of the only contractors who specialize in this area. Major distributors like Horizon Irrigation, ET Water, and others recommend us to their clients. We have worked with other towns similar to Chino Valley installing these systems. We are the only contractor in Arizona that provides KMZ valve mapping files to our client. These maps are crucial to successful water management.

We also employ people who are certified by the Irrigation Association (IA) and the Environmental Protection Agency (EPA).

Jim Kauth CLWM, CLIA

Jim is a certified landscape water manager and a certified landscape irrigation auditor. There are only 5 people in the State of Arizona that are certified landscape water managers and only 95 in the entire United States.

COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of May 28, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Ewing Irrigation Products, Inc., a Nevada corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, Mohave Educational Services Cooperative, Inc. ("Mohave") entered into Contract No. 14R-EWING-1212, dated December 12, 2014, as amended by Extension of Contract, dated December 3, 2015, Agreement to Amend, dated September 6, 2016, Extension of Contract, dated December 6, 2016, Agreement to Amend, dated May 16, 2017, Extension of Contract, dated November 1, 2017, Agreement to Amend, dated September 5, 2018, and Modification of Contract, dated December 4, 2018 (collectively, the "Mohave Contract"), for the Vendor to provide irrigation and landscaping products. A copy of the Mohave Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials under the Mohave Contract, at its discretion and with the agreement of the awarded Vendor.

C. The Town and the Vendor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Mohave Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the Town with a central control irrigation system for Community Center Park and Memory Park, as more particularly set forth in Section 2 below (the "Materials") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 11, 2019, unless terminated as otherwise provided in this Agreement or the Mohave Contract.

2. Purchase of Materials. Vendor shall provide to the Town the Materials under the terms and conditions of the Mohave Contract and as set forth in the Quote, attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Materials are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement and/or the Mohave Contract will be held at the Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Upon discovery of non-conforming Materials, the Town may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring the Materials into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The Town shall pay Vendor an amount not to exceed $29,648.34 for the Materials at the unit rates set forth in the Mohave Contract and as more particularly set forth in the Quote.

5. Payments. The Town shall pay the Vendor upon receipt and acceptance of the Materials and upon submission and approval of the invoice. The invoice shall (i) contain a reference to this Agreement and the Mohave Contract and (ii) include a record of Materials delivered in sufficient detail to justify payment. Additionally, an invoice submitted without referencing this Agreement and the Mohave Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under Section 7 below, Vendor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, Vendor and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor 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). Vendor's or its subcontractor's failure to

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

8. Israel. Vendor 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.

9. Conflict of Interest. This Agreement may be canceled by the Town pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town 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 Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town 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 Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town'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 Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep Vendor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Vendor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Mohave Contract, the Quote and the invoice, the documents shall govern in the order listed herein.

13. Rights and Privileges. To the extent provided under the Mohave Contract, the Town shall be afforded all of the rights and privileges afforded to Mohave and shall be "Mohave" (as defined in the Mohave Contract) for the purposes of the portions of the Mohave Contract that are incorporated herein by reference.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Mohave to the extent provided under the Mohave Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Vendor's obligation to provide the

indemnification and insurance. In any event, the Vendor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town	Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323 Attn: Town Manager
With copy to:	GUST ROSENFELD P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire
If to Vendor:	Ewing Irrigation Products, Inc. 3441 East Harbour Drive Phoenix, Arizona 85034 Attn: Contract Manager

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**Town**"

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

____
Darryl Croft, Mayor

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

"**Vendor**"

EWING IRRIGATION PRODUCTS, INC.,
a Nevada corporation

By:________________________________

Name:______________________________

Title:_______________________________

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

[Mohave Contract]

See following pages.

12/4/2018

MOHAVE
COOPERATIVE

Modification of Contract
(Contract Extension)
(Page 1 of 3)

Doug Donahue
Ewing Irrigation, Golf and Industrial Products
18 S. Roosevelt Ave.
Chandler, AZ 85226

RE: Contract # 14R-EWING-1212 modification of contract through an extension of contract is made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave requests to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2018. The extension shall be under the same terms and conditions contained therein.

Provide your agreement to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

By signing this Modification of Contract, you hereby certify to the best of your knowledge and belief that your firm complies with Byrd Anti-Lobbying Amendment 31 U.S. Code § 1552, CFR § 200.450 and Federal Acquisition Regulation 52.203-11

We agree to **modify** and **extend** the contract as specified above, abiding by the current terms and conditions, and any attached clarifications.

Signature __________ Title Account Manager

Typed/Printed Name Doug Donahue Date 12-6-18

Upon your signed, executed Modification of Contract through a Contract Extension, you shall be bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, amendments and any accepted written exceptions.

Nancy L. Colbaugh

Nancy Colbaugh, CPPB
Contracts Manager
Mohave Educational Services Cooperative, Inc.
625 East Beale Street | Kingman, AZ 86401
Phone 928-718-3228 | Fax 928-718-3232

If all pages of this notice are not received at Mohave's Kingman office on, or before, 12/12/2018, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or 928-718-3232.

To terminate the contract effective 12/12/2018, email or fax a notice of your request to cancel the contract to contracts@mesc.org or 928-718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2018 may result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Modification of Contract
(Contract Extension)

(Page 2 of 3)

Requested Pricing Modifications

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

_____ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 12/12/2019.

_____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

✓ We are requesting a price modification. A price list/catalog will be submitted by January 15, 2019 (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract extension until it has been reviewed and a Contract Modification through a pricing update/product addition has been issued. Current contract pricing will remain in effect until this process is complete.

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Ewing Irrigation, Golf and Industrial Products
18 S. Roosevelt Ave.
Chandler, AZ 85226

Remit to: Ewing Irrigation, Golf and Industrial Products
Accounts Receivable
3441 E. Harbour Dr.
Phoenix, AZ 85034

Member Contact: Doug Donahue
Contract Administrator: Doug Donahue
Phone Number: 480-619-9943
Fax Number: 480-940-9269

Vendor Logo
Currently, we have the following logo on file for use on our website in our product/vendor finder:

EWING

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Modification of Contract
(Contract Extension)

(Page 3 of 3)

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:
•The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
•The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
•Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.

MOHAVE COOPERATIVE

Mohave Contract
14R-EWING-1212

Ewing Irrigation, Golf and Industrial Products
Via Email

September 5, 2018

Agreement To Amend the Terms and Conditions for Federal and State Requirements

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with the Arizona Department of Education requirements, Mohave is amending this contract to include provisions for the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 and the Byrd Anti-Lobbying Amendment 31 U.S. Code § 1352, CFR § 200.450 and Federal Acquisition Regulation 52.203-11.

The Terms and Conditions of your contract have been modified as follows:

8. FEDERAL and STATE REQUIREMENTS
By signing the amendment below, bidder certifies the following:

Affordable Care Act requirements: Contract vendor understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contract vendor shall bear sole responsibility for providing health care benefits for its employees who provide services to the member as required by state or federal law.
DD (Initial)

Byrd Anti-Lobby Amendment: In accordance with the Byrd Anti-Lobbying Amendment 31 U.S. Code § *1352, Code of Federal Regulations* § *200.450 and Federal Acquisition Regulation 52.203-11:*
(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting 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 on his or her behalf in connection with the awarding of this contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting 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 on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer in accordance with its instructions; and

(3) The undersigned shall require that the language of this certification be included in the award documents for all subcontract awards at all tiers and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.
DD (Initial)

Doug Donahue
Ewing Irrigation, Golf and Industrial Products

Dated 9-13-18

Anita S McLemore

Dated September 5, 2018
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

MOHAVE
ARIZONA COOPERATIVE PURCHASING

11/1/2017

Extension of Contract

(Page 1 of 3)

Doug Donahue
Ewing Irrigation, Golf and Industrial Products
~~1921 S. Horne~~ Rd 18 S. Roosevelt Ave
~~Mesa, AZ 85204~~ Chandler, AZ 85226

RE: Contract # 14R-EWING-1212 Extension of contract Agreement made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2017. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

We desire to **extend** the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature _[signature]_ Title Account Manager

Typed/Printed Name Doug Donahue Date 11/7/17

Please verify that the following information is correct and accurate:

POs Attn: ~~Order Desk~~ Doug Donahue
Ewing Irrigation, Golf and Industrial Products
~~1921 S. Horne~~ Rd 18 S. Roosevelt Ave
~~Mesa, AZ 85204~~ Chandler, AZ 85226

Remit to: Ewing Irrigation, Golf and Industrial Products
Accounts Receivable
3441 E. Harbour Dr.
Phoenix, AZ 85034

Member Contact: Doug Donahue
Contract Administrator: Doug Donahue
Phone Number: 480-619-9943
Fax Number: ~~602-431-9867~~ 480-940-9269

If both pages of this notice are not received at Mohave's Kingman office on, or before, 12/12/2017, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 12/12/2014, email or fax a notice of your request to cancel the contract to contracts @mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2014 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

* ✓ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of 12/12/2018.

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price adjustment. A price list/catalog will be submitted by __________. (Insert Date)

____ We will provide new price list(s)/catalog(s) by ____________________. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

* per the terms of the original contract LPKO

Currently, we have the following logo on file for use on our website in our product/vendor finder:

EWING

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:
•The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
•The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
•Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.

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ARIZONA COOPERATIVE PURCHASING

Mohave Contract
14R-EWING-1212

Ewing Irrigation, Golf and Industrial Products
Via Email

May 16, 2017

Agreement To Amend the Terms and Conditions of the Existing Contract

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with Federal Education Department General Administration Regulations (EDGAR) requirements, Mohave is amending its existing contracts. Please review, initial next to each requirement, sign the bottom of the amendment and return to Mohave no later than June 16, 2017.

The Terms and Conditions of your contract have been modified as follows:

A. **Anti-Lobbying Certification:** In accordance with the Federal Acquisition Regulation, 52.203-11:

(a)The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b)The bidder, by signing this amendment, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989–

(1)No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 on his or her behalf in connection with the awarding of this contract;

(2)If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3)He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $100,000 shall certify and disclose accordingly.

(c)Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

RL ____ **Initial Agreement as the Authorized Representative of the Contract Vendor**

B. **Clean Air Act, Clean Water Act and Environmental Protection Agency Regulations:** Contract vendor and its subcontractors shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act, section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations (7 CFR 3016.36 (i) (12)). This shall only apply to federally funded projects subject to the Clean Air Act, Clean Water Act and current applicable EPA regulations.

RL ____ **Initial Agreement as the Authorized Representative of the Contract Vendor**

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ARIZONA COOPERATIVE PURCHASING

C. **Energy Policy and Conservation Act:** Contract vendor and its subcontractors shall comply with mandatory standards and policies relating to energy efficiency (7 CFR 3016.36 (i) (13)). This shall only apply to federally funded projects subject to current applicable energy policies and the Energy Conservation Act.

LR **Initial Agreement as the Authorized Representative of the Contract Vendor**

D. **Procurement of recovered material:** Contract vendor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as stated in 2 CFR 200.321.

LR **Initial Agreement as the Authorized Representative of the Contract Vendor**

E. **Rights to inventions:** Rights to inventions made under a contract or agreement as specified under Appendix II to 2 CFR shall apply for federally funded projects.

LR **Initial Agreement as the Authorized Representative of the Contract Vendor**

F. **Subcontracts:** Prime Contractor, if subcontracts are to be let, will allow all business to have an equal opportunity to sign up as a prospective bidder for work assigned under this contract.

LR **Initial Agreement as the Authorized Representative of the Contract Vendor**

Failure to sign and return EDGAR amendment by close of business on June 16, 2017 may result in your contract being placed on hold or canceled.

Amendment will take effect July 1, 2017.

Lisa Rienstra Dated 6/1/17
Lisa Rienstra
Ewing Irrigation, Golf and Industrial Products

Anita L McLemore
Dated May 16, 2017
Anita McLemore, Executive Director
Mohave Educational Services Cooperative, Inc.

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ARIZONA COOPERATIVE PURCHASING

12/6/2016

Extension of Contract

(Page 1 of 3)

Lisa Rienstra
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

RE: Contract # 14R-EWING-1212 Extension of contract Agreement made by, and between, Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms and conditions, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2016. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

We desire to **extend** the contract as specified above, and agree to abide by the current terms and conditions, and any attached clarifications.

Signature Lisa Rienstra Title Public Agency & Spec Manager

Typed/Printed Name Lisa Rienstra Date 12/6/2016

Please verify that the following information is correct and accurate:

POs Attn: Order Desk
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

Remit to: Ewing Irrigation, Golf and Industrial Products
Accounts Receivable
3441 E. Harbour Dr.
Phoenix, AZ 85034

Member Contact: Lisa Rienstra
Contract Administrator: Lisa Rienstra
Phone Number: 602-284-7964
Fax Number: 602-431-9067

If both pages of this notice are not received at Mohave's Kingman office on, or before, 12/12/2016, orders shall be held without processing. Email or fax completed extension to contracts@mesc.org or (928) 718-3232.

To terminate the contract effective 12/12/2014, email or fax a notice of your request to cancel the contract to contracts @mesc.org or (928) 718-3232. You agree to complete any authorized work or orders received prior to that date. Renewals not received within 14 days following 12/12/2014 shall result in cancellation of the contract. However, any authorized orders received prior to this date, shall be completed under this contracts terms and conditions.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

✓ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of ~~12/12/2017.~~ 7/1/2017 - Changed to July 1 - July 1

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price adjustment. A price list/catalog will be submitted by ____________. (Insert Date)

____ We will provide new price list(s)/catalog(s) by ______________________________. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

Vendor Logo

Currently, we have the following logo on file for use on our website in our product/vendor finder:

EWING®

If you wish to revise or update the logo we have on file, keep the following requirements in mind:

- *What file types are acceptable?* Vector point files are highly recommended (such as .ai or .eps files). If you don't have access to a vector point file, a large hi-resolution (approximately 150-300 dpi) JPEG, TIFF, BITMAP, GIF or PNG file will work. Having a file with a high dpi will help keep images looking sharp if we need to resize the logo.
- *What file size is recommended?* There is no limitation to the logo file size.

Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

Ewing Irrigation is the largest family-owned supplier of landscape and irrigation products in the country, and is the premier source for conservation solutions. They are also a leading authority on the latest water management products, trends and best practices. Ewing is based in Phoenix, with 17 locations across Arizona.

As a wholesale distributor, Ewing offers many advantages to school districts and municipalities: well-stocked warehouses, delivery services, expert water management specialists on staff, irrigation and landscape seminars and custom training opportunities.

Ewing stocks a wide variety of irrigation and landscape supplies, including:

- Irrigation controllers, sprinklers, drip irrigation, pipe, fittings and valves
- Turf products including grass seed, spreaders, fertilizer, chemicals and soil amendments
- Low-voltage lighting, pavers, planters and erosion control products
- Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

If you wish to revise or update the vendors benefits information we have on file, keep the following requirements in mind:

- The description should be 150-200 words that explain the benefits that your company can provide to our members through your Mohave contract.
- The description should give a brief overview for members who may be accessing information about your contract from our product vendor finder on Mohave's website.
- Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.

MOHAVE

Mohave Contract
14R-EWING-1212

Ewing Irrigation, Golf and Industrial Products
Via Email

September 6, 2016

Agreement To Amend the Terms and Conditions for Certification

In order for Mohave Educational Services Cooperative, Inc.'s (Mohave's) contracts to comply with new legislation that went into effect August 6, 2016, Mohave is amending its existing contracts. This law "*prohibits public entities from entering into contract with a company to acquire or dispose of services, supplies from information technology or construction, unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.*"

The Terms and Conditions of your contract have been modified as follows:

2. **CERTIFICATION**

By signing the amendment below, offeror certifies the following:

•Offeror shall comply with ARS §35-393.01 and certify that they are not currently engaged in, and agree that for the duration of the contract to not engage in, a boycott of Israel.

Dated 9/28/16

Lisa Ruenstra
Ewing Irrigation, Golf and Industrial Products

Dated September 6, 2016
Anita McLemore, Interim Executive Director
Mohave Educational Services Cooperative, Inc.

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ARIZONA COOPERATIVE PURCHASING

12/3/2015

Extension of Contract

(Page 1 of 3)

Doug Donahue
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

RE: Contract # 14R-EWING-1212 Extension Agreement made by and between Ewing Irrigation, Golf and Industrial Products and Mohave Educational Services Cooperative (Mohave).

In accordance with its terms, Mohave desires to extend contract 14R-EWING-1212 for a period of one (1) year, beginning 12/12/2015. The extension shall be under the same terms and conditions contained therein.

Please indicate your desire to extend by completing the appropriate information below and on the following pages. If the contract is extended, Ewing Irrigation, Golf and Industrial Products agrees to provide products or prices as per 14R-1010.

We desire to **extend** the contract as specified above, and agree to abide by the original terms & conditions, and any attached clarifications.

Signature [signature] Title Account Manager

Typed/Printed Name Doug Donahue Date December 7, 2015

Please check the information below.

POs Att: Order Desk
Ewing Irrigation, Golf and Industrial Products
1921 S. Horne Rd
Mesa, AZ 85204

Remit to: Ewing Irrigation, Golf and Industrial Products
Accounts Receivable
3441 E. Harbour Dr.
Phoenix, AZ 85034

Member Contact: Doug Donahue
Contract Administrator: Doug Donahue
Phone Number: 480-619-9943
Fax Number: 602-431-9067

If both pages of this notice are not received at Mohave's Kingman office on or before 12/12/2015, orders may be held without processing. Email or Fax completed extension to contracts@mesc.org or (928) 718-3238

To terminate contract 14R-EWING-1212 effective 12/12/2015, send a notice of such to (928) 718-3238 or email contracts@mesc.org. You agree to complete any authorized work or orders received prior to that date.

Extension of Contract

(Page 2 of 3)

Pricing Update

We list your contract as utilizing fixed. Please confirm the following regarding pricing under your contract:

✓ Our contract utilized firm-fixed pricing. We agree to hold the current prices until the next contract renewal date of ~~12/12/2017.~~ 7/1/2017 - Changed to July 1 - July 1

____ Our contract utilized percentage off MSRP/Retail pricing. The current price lists/catalogs are still applicable.

____ We are requesting a price adjustment. A price list/catalog will be submitted by ___________. (Insert Date)

____ We will provide new price list(s)/catalog(s) by ______________________________. (Insert Date)

Remember that your firm cannot quote any new products contained in pricing submitted with your contract renewal until it has been reviewed and approved by your Contract Specialist. Current contract pricing will remain in effect until new pricing has been reviewed and approved.

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EWING®

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Vendor Benefits Description

Currently, we have the following information on our website detailing the benefits of your contract for our members to view:

Extension of Contract

(Page 3 of 3)

Vendor Benefits Description (continued)

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• Specialty products for athletic fields, golf courses and more

For more information on training seminars and products, please visit our website at www.ewing1.com.

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•Please note that Mohave reserves the right to revise or modify the information provided either for content or length.

Email or fax request for information revisions or additional information to contracts@mesc.org or 928-718-3232. If you have any questions, contact your Contract Specialist either via email at michael@mesc.org or phone 928-718-3222.

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NOTIFICATION OF AWARD LETTER

December 4, 2014

Sent this day via email to jray@ewing1.com and ddonahue@ewing1.com

Jacob Ray, Regional Manager and Doug Donahue, Outside Sales Representative
Ewing Irrigation, Golf and Industrial Products
3441 E. Harbor Dr.
Phoenix, AZ 85034

Congratulations, Ewing Irrigation, Golf and Industrial Products' response has been awarded a contract under RFP 14R-1010. Attached is a copy of the contract signature page. Important notes and action items regarding the award are listed on the following pages. **Some action items contain important deadlines noted in bold font. Be sure to meet the requests and/or requirements on or before the deadlines noted.**

Your organization is bound by the terms of this contract; **only items specifically requested in this solicitation and awarded in your response to this solicitation will be authorized/allowed.**

Advise your Mohave customers to make purchase orders out to Ewing Irrigation, Golf and Industrial Products. In the event you receive a purchase order from a member that does not contain the "MESC REVIEWED" stamp, it should be faxed to (928-718-3232), or emailed (orders@mesc.org) to Mohave for review.

Do not provide any products until you receive a "MESC Reviewed" purchase order.

We highly recommend having your staff review our vendor information pages at (http://www.mesc.org/resources-brochures) to learn more about working with Mohave. Especially helpful is the Vendor Handbook.

Please check all the entries on the contract record attached. You may make additions or revisions to the description (40 words or less), contact persons, etc. Email back any changes as soon as possible to michael@mesc.org.

Your contract number is 14R-EWING-1212 and will take effect on December 12, 2014.

If you have any questions regarding your new contract, please call me at (928) 718-3222. We look forward to working with you and your company in the future.

Michael S. Carter, CPPB

Michael S. Carter, CPPB
Contract Specialist I

Offer and Acceptance Form

Place after Tab 1a

RFP 14R-1010
Irrigation and Landscaping Products

To Mohave Educational Services Cooperative, Inc.:

The undersigned hereby certifies understanding and compliance with the requirements in all terms, conditions, specifications and amendments. Offeror further agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the solicitation and any written exceptions in the offer.

Federal Employer Identification Number 94-1351799

Company Name Ewing Irrigation, Golf and Industrial Products

Address 3441 E. Harbour Dr. City Phoenix State AZ Zip 85034

Telephone Number (602) 437-9530 Fax (602) 431-9067

Printed Name Jacob Ray Title Regional Manager

Primary Email jray@ewing1.com Alternate email ddonahue@ewing1.com

*Note: The primary email address will be used for all communication from Mohave regarding your response to this solicitation. Provide an alternate email address that will be used **only** if the primary email address is not valid.*

Authorized Signature ______________________

The offer and acceptance form should be submitted with a signature by the person authorized to sign the offer. The person signing offer shall initial erasures, interlineations or other modifications in proposal. Failure to sign the offer and contract award document, or to make other notations as indicated, may result in rejection of proposal.

The contract vendor shall not commence any billable work or provide any material or service under this contract unless and until contract vendor receives a purchase order with Mohave's review noted.

Acceptance of Offer and Contract Award (Mohave Only)

Your Proposal is Hereby Accepted:

As contract vendor, you are now bound to sell the materials and/or services offered to and accepted by Mohave in accordance with the solicitation, including all terms, conditions, specifications, and amendments.

This Contract shall be referred to as Contract Number 14R-EWING-1212

Awarded this 4th day of December 2014.

This contract shall be effective this 12th day of December 2014.

____
Julia E. Tribbett, Executive Director
Mohave Educational Services Cooperative, Inc.

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ARIZONA COOPERATIVE PURCHASING

REQUEST FOR PROPOSAL 14R-1010

Irrigation and Landscaping Products

Pursuant to the provisions in the Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. seeks proposals to establish contracts for Irrigation and Landscaping Products.

Due Date and Time: **October 10, 2014 @ 3:00 p.m. (local Arizona time)**

Pre-proposal Conference: **Monday, September 22, 2014 at 10:00 a.m. (local Arizona time)**
WebEx Meeting – Audio Only
For log-in information contact Michael Carter, CPPB, no later than Friday, September 19, 2014.

Last Day For Questions: **October 3, 2014 @ 5:00 p.m. (local Arizona time)**

RFP QUESTIONS MUST BE DIRECTED TO: Michael S. Carter, CPPB, Contract Specialist I
Email: contracts@mesc.org
Telephone: (928) 718-3222

This solicitation consists of instructions to offerors, scope of work, specifications, required information, special terms and conditions, general terms and conditions, pricing workbook, award criteria, offer and acceptance form, and form of contract. Offerors are strongly encouraged to carefully read the entire contents of this solicitation prior to submitting a proposal. Failure to examine any of the requirements will be at the offeror's sole risk.

To be considered, proposals shall be delivered to Mohave Educational Services Cooperative, Inc. (Attn: Contracts Dept.), 625 East Beale Street, Kingman, AZ 86401 in a sealed envelope or box with RFP 14R-1010, offeror's name, mailing address, proposal due date and time clearly indicated on the envelope or box. Proposals must be in the actual possession of Mohave on, or prior to, the exact time and date indicated above. Proposals shall be opened immediately following the proposal due date and time, with the name of each offeror publicly read and recorded. Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority (next day) delivery by a specific time. Prospective offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be handled as specified by Arizona procurement rules and code.

Mohave reserves the right to cancel this solicitation and/or reject all proposals in whole or in part if Mohave determines that cancellation and/or rejection is advantageous to Mohave and/or its members.

Julia E. Tribbett

Julia E. Tribbett
Executive Director
Mohave Educational Services Cooperative, Inc.

Publish Date: September 12, 2014

Template Rev. 14-10

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ARIZONA COOPERATIVE PURCHASING

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Tab 5 – Additional Information .... Please call Mohave for information.

Click section title to be taken directly to that section.

10/23/14 EH

EWING
Irrigation Golf Industrial

GENERAL OFFICE:
3441 EAST HARBOUR DR.
PHOENIX, AZ 85034
PHONE (602) 437-9530
WWW.EWING1.COM

November 19, 2014

Mohave Educational Services Cooperative, Inc.
Attn. Mr. Michael S. Carter, CPPB, Contract Specialist I
625 E. Beale Street
Kingman, AZ 86401

Re: RFP 14R-1010 Request for Best and Final Offer

Michael,

Per your request, please find enclosed requested information required for Ewing Irrigation's Best and Final Offer for RFP 14R-1010. Hard copies and electronic copies of the requested information are included with this mailing.

Please see signed "Request For Best and Final Offers Request For Proposal 14R-1010

1. Clarification of Method of Approach:
   a. Ewing Irrigation receives member orders from Mohave Educational Services, stamped "MESC Reviewed"
   b. Orders are entered in to our system using the member's account at Ewing. Charge accounts will be opened for members that do not currently have accounts with Ewing.
   c. As the order is entered into the system, it will be tagged with a Ewing job account number, tying the Mohave pricing to the order.
   d. The order will be sent to the local branch for fulfillment, as per usual.
   e. The member will be billed directly.
   f. The Ewing job number will be used to generate the required monthly Mohave report.

2. Please see requested two additional letters of reference, from the City of Chandler and Mesa Unified School District.

3a. Please see requested electronic copies of Summary Sections one through five

3b. Please see requested electronic copy of revised pricing worksheet "Sheet 1". Only the Mohave net price remains

4."No Additional Discounts" to our pricing.

Respectfully submitted,

Doug Donahue
Account Manager
480-619-9943
ddonahue@ewing1.com

Vendor has agreed the terms and conditions of sale on this page are not applicable under their contract 13R-EWING-1212. Item was addressed in the award letter and vendor response has been placed in the contract binder. A copy is available upon request. 12/29/14 MC.

TERMS AND CONDITIONS OF SALE

by Ewing Irrigation Products, Inc. (hereinafter referred to as "Ewing") Purchaser agrees to pay to
tal amount stated hereon, according to terms stated hereon and to secure Purchasers said obli-
ecurity interest in and to the above described irrigation materials and equipment pursuant to the
rcial Code and agrees at Purchasers own expense to take all action which Ewing shall deem nec-
aser has read and accepts the "Conditions of Sale and Warranty" hereon, including the provisions
specified, invoices are due and payable on the 10th of the month following purchase, amount is
HARGE of 1½% per month (which is an **ANNUAL PERCENTAGE** of 18%) will be charged on
th following purchase. Purchaser agrees to pay all costs of collection including reasonable attorney's
nt due is placed for collection with or without suit. Purchaser further agrees and submits to the
rts, and agrees that at Ewing's sole option, the proper venue for any such collection or litigation action may include Maricopa County, Arizona or Orange County, California. It is agreed that all terms, conditions of sale and warranty are contractual and that agent signing for purchase or verbally ordering materials listed above has authority to bind Purchaser to such contract and in addition acknowledging receipt of above merchandise.

2. PRICES:

Unless otherwise agreed at time of order and acceptance by Ewing all prices are subject to change without notice. All shipments will be invoiced at the price in effect at time of shipment. Ewing assumes no liability for price changes by any manufacturer, supplier or vendor.

3. ACCEPTANCE:

All purchase orders written or verbal are subject to acceptance and credit approval by Ewing at its main office.

4. REPRESENTATIONS OF AGENTS AND EMPLOYEES OF SELLER:

Purchaser knows and understands that no employee or agent of Seller is authorized to make any representation binding the Seller other than those contained herein or those which are reduced to writing and approved and signed by the General Manager or Officer of the Seller. Any statements written or verbal made by any agent or employee of Seller contrary to the terms of this paragraph shall be construed to be mere expressions of opinion and Purchaser understands that they shall not be construed as warranties or representations and Seller is in no way liable for such.

5. PURCHASER'S RISKS ASSUMED HEREUNDER:

Purchaser agrees to assume all risks of losses, damages or costs of any nature whatsoever from and sole responsibility for determining whether or not the water supplied to the equipment purchased is of acceptable quality to irrigate and/or protect a given crop or crops; whether or not the water supplied to the equipment purchased will be adequate to irrigate and/or protect a given crop or crops; the method by which the equipment shall be used to apply water to his crop or crops; the rate at which the water should be applied to his crop or crops; the frequency of irrigation and/or crop protection cycles for his crop or crops; the duration of each setting during irrigation and/or crop protection to his crop or crops; and the amount of water that is to be applied to the crop or crops during each irrigation and/or crop protection setting.

6. RETURNS:

No merchandise or equipment purchased by Purchaser from Seller may be returned without written authorization from General Office of Seller. Said written authorization will state terms and conditions on which returns will be determined. Returned merchandise must be in saleable and useable condition and such determinations are at sole discretion of Ewing and subject to inspection and acceptance of sole discretion of Ewing. Returned merchandise will be issued as store credit only, towards future purchases or as credit on account holders receivables. A restocking charge will be assessed for any material approved for return. Special order items and buy-out items purchased by Seller for Purchasers convenience are not returnable except when vendor of said special order items and/or buy-out items agrees to accept the items(s) for return and allowance. Any merchandise or equipment returned must be returned freight prepaid.

7. WARRANTY AND LIABILITY:

NO WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR ANY PURPOSE ARE MADE OR AUTHORIZED BY SELLER. No warranties express or implied are made or authorized by Seller except as herein set forth. Ewing acts solely as an agent for the various manufacturers whose merchandise and equipment it supplies. Ewing shall not be liable for consequential damages or contingent liabilites or labor charges or any other charges or damages incurred by the customer out of defective installation, workmanship or defects in equipment and/or merchandise sold under this agreement. Ewing acts solely as an agent and will convey to Purchaser whatever warranty is offered by the various manufacturers and vendors Ewing represents.

8. PERFORMANCE AND CANCELLATION:

Ewing shall not be responsible or liable for any delay or failure in performance or any delivery due to strikes, accidents, fire, transportation, inability to secure merchandise or equipment, weather or causes beyond its control. No order may be cancelled by Purchaser except by written notice to Ewing and upon payment to Ewing of all costs arising out of or in connection with the order.

9. TAXES:

Any and all taxes or other governmental charge upon sale or shipment or delivery of equipment or merchandise by Ewing imposed by Federal, State, Municipal or other authority will be added to the sales price and be paid by Purchaser. If it is determined after the sale that taxes or other governmental charges that have not been charged are indeed due to State, Federal, Muncipal, or other authority, it is further agreed that these taxes will be charged back to the Purchaser and added to the invoice value.

10. FINAL EXPRESSION:

If any provision or clause herein is invalid or unenforceable by virtue of any law applicable thereto, then this agreement shall be considered divisible as to such provision or clause and the remainder shall be binding and valid as though such provision or clause were not included herein.

MOHAVE
ARIZONA COOPERATIVE PURCHASING

Via Email
jray@ewing1.com

REQUEST FOR BEST AND FINAL OFFERS
REQUEST FOR PROPOSAL 14R-1010

IRRIGATION AND LANDSCAPING PRODUCTS

In accordance with Arizona procurement rules and code, Mohave Educational Services Cooperative, Inc. (Mohave) is requesting Best and Final Offers for Request for Proposal 14R-1010.

BEST AND FINAL OFFER DUE DATE: November 21, 2014 @ 3:00 p.m. (local time)

LOCATION: Mohave Educational Services Cooperative, Inc.
625 East Beale Street
Kingman, AZ 86401

Best and Final Offers must be submitted in a sealed envelope properly addressed to Mohave Educational Services Cooperative, Inc., with Best and Final Offer, RFP 14R-1010, Best and Final Offer Due Date and Time, and Offeror's Name and Address clearly indicated on the envelope. Offeror's are advised herein that late best and final offers shall be handled as specified by Arizona procurement rules and code. If a best and final offer is not submitted, the offeror's immediate previous offer will be construed as their best and final offer. ***Faxed best and final offers cannot be accepted.***

CONTACT PERSON: MICHAEL CARTER, CONTRACT SPECIALIST I PHONE: (928) 718-3222

Julia E. Tribbett
Executive Director

DATE: November 12, 2014

THIS BEST AND FINAL OFFER IS SUBMITTED BY:

Name: Jacob Ray, Regional Manager

Firm: Ewing Irrigation, Golf and Industrial Products

Address: 3441 E. Harbor Dr.

City: Phoenix **State:** AZ **Zip:** 85034

Phone: 480-213-3663 **Signature:**

Date: 11-18-14 **Title:** Regional Manager

Chandler • Arizona
Where Values Make The Difference

November 14, 2014

City of Chandler
Central Supply - MS 903
975 E. Armstrong Way Bldg. I
Chandler, AZ 85286
480-782-2421
480-782-2420 fax

I have been purchasing PVC and plumbing parts on contract from Ewing Irrigation for several years now. Ewing Irrigation Water Management Specialist, Doug Donahue is dedicated to supplying the City of Chandler with not only contracted items but is willing to help quote non-contracted parts whenever requested with competitive pricing. Ewing Irrigation responds quickly to correspondence and delivers our orders in an efficient and timely manner. Central Supply has not had any issues arise with Ewing Irrigation and just recently renewed their contract.

It is a pleasure to do business with Ewing and plan on continuing a relationship with them for our PVC and plumbing parts.

Sincerely,

Janet McFaul
Administrative Assistant
Janet.McFaul@chandleraz.gov

PUBLIC SCHOOLS

Maintenance & Operations
555 South Lewis Street
Mesa, AZ 85210

To: Mohave Educational Services/Ewing Irrigation Products
From: Gary Barkman, Procurement Specialist Supervisor
Re: Letter of Reference
Date: November 13, 2014

To Whom It May Concern,

I am writing this letter on behalf of Ewing Irrigation Products. As the largest School District in the State of Arizona, we generate several contracts for a diversified group of commodities/materials, services and construction projects.

Ewing Irrigation Products, Inc. has performed business with Mesa Public Schools for the past several years and are one of our awarded vendors on a highly competitive and consistently used "Sprinkler and Irrigation" contract. They are very responsive to our District's needs, perform in a professional manner and their service to date has been impeccable.

Ewing Irrigation Products is one of the leaders in the sprinkler and irrigation industry that cover a plethora of major manufacturers'. As a Procurement Specialist Supervisor for our District, I would not hesitate to utilize their services for any of our sprinkler and irrigation needs.

Please feel free to contact me, with questions.

Best Regards,

Gary Barkman, CPPB
Procurement Specialist Supervisor
Mesa Public Schools
480 472-6116 – Phone #
480 472-6125 – Fax #
gabarkma@mpsaz.org

14R-1010
Irrigation and Landscaping Products
Ewing Irrigation Products

Section One: Restock, Shipping and Bond Information

Items not stocked (special orders) may have in-bound freight added. Whenever possible, those items are added to a stocking order to make pre-paid freight. If not possible, Mohave members will be billed for actual in-bound freight. Shipping, where required, may have a charge associated depending on the value of the order, shipping method, and shipping location. Actual shipping charges will be added to the order. Shipping charges are a flat rate. Landscaping pavers will always have a delivery charge. There is also a deposit charge for pallets.

Expedited shipping is of course available upon request. Whether it is in-bound freight or delivery, the actual charges incurred are added to the invoice and billed directly to the Mohave member.

Ewing's standard restock charge is 15%. This amount would be deducted from any credit due.

As a general rule, Ewing will take back any new material that is in resaleable condition within a reasonable time frame. The exception would be any items that are non-stock (special orders). We may not take back non-stock items. If we do, they will likely be returned to the manufacturer. Applicable shipping and restock charges to return the material to the manufacturer will be deducted from any credit owed.

The Mohave member would be responsible for any return shipping charges. The exception would be if Ewing shipped any product in error, in which case Ewing would be responsible for the return freight.

Section Two: Fees and Service Rates

Delivery charges are a function of the value of the order, delivery method, and delivery location. As a general rule, there is no-charge for delivery with orders over $1200. Delivery estimates can be provided to the Mohave member prior to shipment. Actual delivery charges will be added to the order and billed to the Mohave member.

N/A

Section Three: Labor Rates and Design Services

Labor Rates:

Replace the text below with a description of each of your labor service rates. Replace the "Labor Description" below with the name of the labor rate (i.e., Service Technician I). Replace the "Labor Rate" below with the actual rate, or range of rates. Include regular, overtime, weekend and holiday rates for that specified labor type. Add additional line items as necessary to describe all of your labor rates. Indicate "N/A" if labor rates to not apply under an awarded contract.

Type of Labor Rate	Normal Hours	Overtime Hours	Weekend/Holiday Hours
N/A	Rate	Rate	Rate

Section Four: Discount Information

Discounts by manufacturer:

Replace the text below with a description of each of your manufacturer's discount information. Replace the "manufacturer" below with the name of the manufacturer. Replace the "Product Type" below with a description of the products provided by that manufacturer. Include the discount off MSRP, shipping and warranty information for that manufacturer. Add additional

Manufacturer	Type of Products	Discount off MSRP	Shipping	Warranty Period
N/A	Product Type	Discount	Shipping/Handling	Warranty

Discounts by List or Catalog Price:

Replace the text below with a description regarding the discount off of List or Catalog Price. Replace the "List/Catalog" below with the name of the published List Price or Catalog title. Replace the "Product Type" below with a description of the products provided in the List Price of Catalog. Include the discount off List or Catalog Price, shipping and warranty information for that manufacturer. Add additional line items as necessary to describe all of your product lines.

Manufacturer	Type of Products	Discount off	Shipping	Warranty
N/A	Product Type	Discount	Shipping/Handling	Warranty

Section Five: Volume Discount Information

Volume Discounts:

below with the name of the manufacturer. Replace the "volume purchase amount" with the purchase level necessary to quality. Replace the "additional discount" with the additional discount amount.

Manufacturer	Amount of Purchase Required	Additional Discount
N/A	lume Purchase Amo	Additional Discount

General Terms and Conditions

Place after Tab 1c

1. **CANCELLATION**

1.1. Cancellation for bankruptcy or acquisition: Mohave reserves the right to cancel, or suspend the use of, any contract if contract vendor files for bankruptcy protection, or is acquired by an independent third party.

1.2. Cancellation for conflict of interest: Mohave may cancel this contract pursuant to ARS § 38-511 for conflict of interest. Conflict of interest occurs if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mohave, is or becomes at any time while the contract or an extension of the contract is in effect, an employee of, or a consultant to, any other party to the contract, with respect to the subject matter of the contract. Members shall incur no penalty or further obligation if the contract is cancelled for conflict of interest. A written notice of cancellation shall be sent to the contract vendor and the effective date of cancellation shall be the date specified within the written notice of cancellation.

1.3. Cancellation for convenience: Mohave reserves the right to immediately cancel the contract without penalty or recourse, in whole or in part, when Mohave determines that action to be in the best interests of its members. Contract vendor shall be entitled to receive just and equitable compensation in accordance with applicable contract pricing for authorized work in progress, authorized work completed and materials accepted before the effective date of the cancellation.

1.4. Cancellation for non-performance or contract vendor deficiency: Mohave may terminate any contract if members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. Mohave reserves the right to cancel the whole or any part of this contract due to failure by contract vendor to carry out any obligation, term or condition of the contract. Mohave may issue a written deficiency notice to contract vendor for acting or failing to act in any of the following:

- Failing to comply with the accepted terms and conditions of the contract;
- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving Mohave reason to believe that contract vendor will not or cannot perform the requirements of the contract;
- Providing products under the contract prior to receiving a Mohave reviewed member purchase order for such work.

Upon receipt of a written deficiency notice, contract vendor shall have ten (10) days to provide a satisfactory response to Mohave to adequately address all issues of concern. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this clause, all goods, materials and work paid for by the member, along with documents, data and reports prepared by contract vendor under the contract shall become the property of the member.

1.5. Cancellation for replacement: Mohave reserves the right to cancel a contract awarded under this solicitation and replace it with a newer contract awarded to the same vendor for similar goods and services. Mohave may, at its option, either replace a contract resulting from this solicitation or delay a new award until the existing contract expires. The decision to replace the contract rests solely with Mohave.

1.6. Contract vendor cancellation: Contract vendor may cancel this contract at any time upon thirty (30) days prior written notice to Mohave or at time of annual contract renewal. Termination shall have no effect on projects in progress at the time the notice of cancellation is received by Mohave.

1.7. Continuation of performance: Contract vendor shall continue to perform in accordance with the requirements of the contract, up to the date of cancellation and as directed in the cancellation notice.

1.8. Gratuities: Mohave shall cancel this contract if it is found that gratuities in the form of entertainment, gifts or otherwise, were offered or given by contract vendor or any agent or representative of contract vendor, to any employee of Mohave or member with a view toward securing a contract or with respect to the performance of this contract. Paying the expenses of normal business meals shall be in accordance with each member's policy regarding gratuities. Samples of software, equipment or hardware provided to Mohave for demonstration or evaluation are not considered gratuities.

2. CERTIFICATION

By signing the Offer and Acceptance Form (page 42 of the RFP), offeror certifies the following:

- Offeror has examined and understands the terms, conditions, scope of work and specifications and other documents in this solicitation.
- The submission of the offer did not involve collusion or other anticompetitive practices. Neither signatory nor any person on his behalf has connived or colluded to produce a deceptive show of competition in the matter of the bidding or award of a contract under this solicitation.
- Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
- Neither offeror, nor any officer, director, partner, member or associate of offeror, nor any of its employees directly involved in obtaining contracts with the State of Arizona, Mohave Educational Services Cooperative, Inc., or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
- Offeror agrees to comply fully with any and all provisions of ARS Title 32, Chapter 10 (Registrar of Contractors) that may regulate offeror's business.
- Offeror shall not discriminate against any employee, or applicant for employment, in violation of federal and state laws (see Federal Executive Order 11246; and ARS § Title 41, Chapter 9, Article 4).
- Offeror is not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
- If awarded a contract, offeror agrees to promote, offer and sell under Mohave contract only those materials and/or services awarded to contract vendor by Mohave.
- If awarded a contract, offeror shall provide the equipment, commodities, and/or services to members of Mohave in accordance with the terms, conditions, scope of work, specifications, and other documents of this Request for Proposal.
- If awarded a contract, offeror agrees that all staff and other individuals eligible to receive services shall have equal access to the services regardless of race, religion, color, sex, disability, age or national origin (including language minority individuals).
- Offeror and all proposed subcontractors comply and shall remain in compliance with the Federal Immigration and Nationality Act (FINA), all other federal immigration laws and regulations, ARS § 41-4401, and ARS § 23-214, which requires compliance with federal immigration laws by Arizona employers, Arizona contractors and Arizona subcontractors in accordance with the E-Verify employee eligibility verification program.

3. CONFIRMATION/DISCUSSIONS

3.1. Confirmation: If an apparent mistake in a proposal, relevant to the award determination is discovered after opening and before award, Mohave shall contact the offeror for written confirmation of the proposal. If offeror fails to act, the offeror shall be considered non-responsive. Mohave may contact an offeror to confirm our understanding of the proposal. Such contact shall be prior to award. Mohave shall obtain written confirmation from the offeror and shall retain the confirmation in the procurement file.

3.2. Discussions: For the purposes of conducting discussions, Mohave shall determine that proposals are either acceptable for further consideration or unacceptable. Discussions may be conducted with responsible offerors who submit proposals determined to be acceptable for further consideration. Discussions may be conducted to assure full understanding of the proposal in order to obtain the most advantageous contract for Mohave based on the requirements and evaluation factors in this request for proposal. Discussions may be conducted orally or in writing. If oral discussions are conducted, the offeror shall confirm the discussions in writing.

Mohave will not help offeror bring its proposal up to the level of other proposals through discussions. Mohave will not indicate to offeror a cost or price that it must meet to obtain further consideration nor will it provide any information about other offerors' proposals or prices.

4. CONFIDENTIAL INFORMATION

4.1. Confidential information request: If offeror believes that its proposal contains confidential trade secrets or other proprietary data not to be disclosed, a statement advising Mohave of this fact shall accompany the proposal, and the information shall be so identified wherever it appears. Mohave shall review the statement and shall provide their determination in writing whether the information shall be withheld. If Mohave determines to disclose the information, Mohave shall inform offeror in writing of such determination. Requests to deem the entire offer as confidential will not be considered.

4.2. Pricing: Mohave will not consider pricing to be confidential or proprietary.

4.3. Public record: All proposals submitted in response to this solicitation shall become the property of Mohave. They will become a matter of public record available for review, subsequent to award notification.

5. COOPERATIVE PURCHASING

5.1. Cooperative purchasing: This contract is based on the need for Mohave to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to members. Any contract that prohibits sales from being made to specific types of members (for example, state agencies or local government units) may not be considered. Sales without restriction to any members are preferred.

5.2. Cooperative purchasing agreements: Cooperative Purchasing Agreements between Mohave and its members have been established under Arizona procurement rules and code for use of contracts.

5.3. Most favored customer: Offeror agrees all prices, terms, warranties, and benefits granted by offeror to members through this contract are comparable to or better than the equivalent terms offered by offeror to any present customer meeting the same qualifications or requirements. Nothing in this solicitation is intended to establish a most favored customer relationship between Mohave and contract vendor. Contract vendor may respond to any solicitation without regard to this contract. If contract vendor offers lower prices to any of its other customers, it may lower its prices to Mohave at the same time by written notice.

6. ESTIMATED QUANTITIES

Mohave anticipates considerable activity resulting from this solicitation. An estimate of purchases is provided in the Scope of Work (page 4) of the requested materials or services. However, no commitment of any kind is made concerning quantities to be acquired. Mohave does not guarantee usage. Usage depends on the actual needs of members and marketing by contract vendor.

7. EVALUATION and AWARD

7.1. Basis of award: Award(s) will be made to the responsive and responsible offeror(s) whose proposal(s) is (are) determined in writing to be most advantageous to Mohave for its members. Mohave reserves the right to use model projects/market baskets to determine the most advantageous proposal(s). It is Mohave's intent to award a complete line of products, when possible and advantageous.

7.2. Best and final offers (Revisions to Proposals): Mohave may allow revisions to proposals through best and final offers, as authorized in Arizona procurement rules and code. Issuance of a request for best and final offer is not guaranteed. Proposals should be complete and meet all specifications and requirements of this solicitation.

7.3. Competitive range: Mohave reserves the right to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

7.4. Deviations and exceptions to requirements: All requested exceptions/deviations must be clearly explained. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.

7.5. Formation of contract: A response to this solicitation is an offer to contract with Mohave based upon the terms, conditions, scope of work, and specifications contained in this request. A proposal does not become a contract unless and until Mohave accepts it. A contract is formed when a Mohave administrator signs the award document.

7.6. Multiple award: To assure that our contracts meet the requirements of all members, Mohave may award multiple contracts. Offeror should consider this fact in preparing their response. The decision to award multiple contracts, award a single contract, or make no award rests solely with Mohave.

A multiple award shall be made only if the procurement officer determines in writing that a multiple award is necessary and is advantageous to Mohave members. A multiple award shall be limited to the least number of contracts necessary to meet the requirements of the using agencies. Mohave shall make the sole determination of the least number of contracts required to meet the need. Mohave's basis for determining whether to award multiple contracts shall be based upon considerations for the large number of members, diverse types of members, location of members throughout Arizona and members' past usage of similar contracts.

Criteria for selecting vendors for multiple contracts shall be based upon considerations for members' experience with existing products and systems, brand continuity for parts replacement and future expansion, contract vendor's ability to provide for our large, diverse membership, geographic area(s) served, Mohave's past experience with contracts for similar product/services, and/or other relevant criteria.

7.7. Non-exclusive contract: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of Mohave's members. Mohave and its members reserve the right to obtain like goods and services from other sources.

7.8. Past performance information: Past Performance Information (PPI) is relevant information regarding a contract vendor's actions under previously awarded contracts to public agencies. It includes contract vendor's record of performance under such contracts including, but not limited to: conformance to the terms, conditions, specifications and scope of work of the contracts, responsiveness to, and correction of, contract claims and controversies, and satisfaction of the contracting entities. PPI shall be a factor in evaluation and award.

7.9. Reasonably susceptible of being awarded: A proposal is acceptable if it is determined to be reasonably susceptible of being awarded a contract in accordance with the evaluation criteria and a comparison and ranking of original proposals. Proposals to be considered reasonably susceptible of being awarded a contract shall, at a minimum, demonstrate the following:

- Affirmative compliance with mandatory requirements designated in this solicitation.
- An ability to deliver goods or services on terms advantageous to members sufficient to be entitled to continue in the competition.
- That the proposal is technically acceptable as submitted.

7.10. Responsible offeror: A responsible offeror is a firm or person with the capability to perform the contract requirements and the integrity and reliability which will assure good faith performance. Mohave must determine an offeror to be responsible before awarding a contract to offeror.

7.11. Responsive proposals: A responsive proposal reasonably and substantially conforms to all material requirements of the solicitation. Proposals must be responsive to receive award consideration. Mohave reserves the right to waive minor informalities.

7.12. Weighted evaluation: Mohave reserves the right to use a point system to evaluate proposals and to assign points to the evaluation criteria as it determines most appropriate. Any offeror scoring 0 (zero) in any required area may be considered nonresponsive.

8. FEDERAL and STATE REQUIREMENTS

8.1. Compliance with federal and state requirements: Contract vendor agrees, when working on any federally assisted projects with more than $2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, the Housing and Urban Development Act of 1968, and the Equal Opportunity Employment requirements as amended by Executive Order. In such projects, contract vendor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files.

In addition, to comply with the Copeland Act, contract vendor must submit weekly payroll records to the member. Contract vendor must keep records for three years and allow the federal grantor agency access to these records, upon demand. Contract vendor also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on any projects funded with federal grant monies, contract vendor agrees to comply with the administrative requirements for grants and cooperative agreements to state, local and federally recognized Indian tribal government contract provisions.

The forms listed below are incorporated by reference into this solicitation and any resultant contract.

- HUD-5369, Instructions to Bidders for Contracts, Public and Indian Housing Programs
- HUD-5369-A, Representations, Certifications, and Other Statements of Bidders, Public and Indian Housing Programs
- HUD-5369-B, Instructions to Offerors Non-Construction
- HUD-5369-C, Certifications and Representations of Offerors Non-Construction Contract
- HUD-5370-C1, General Conditions for Non-Construction Contracts Section 1 (With or Without Maintenance Work)
- HUD-5370-C2, General Conditions for Non-Construction Contracts Section 1 (With Maintenance Work)

For federally funded projects only, the requirements of an applicable form shall supersede conflicting requirements in this solicitation. The forms may be accessed via HUDClips (www.hud.gov).

8.2. Compliance with workforce requirements: Pursuant to ARS § 41-4401, contract vendor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS § 23-214 subsection A, which states, "*...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.*" [To register for E-Verify, go to: https://e-verify.uscis.gov/enroll/startpage.aspx.]

Mohave reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Mohave and its members reserve the right to inspect the papers of any contract vendor or subcontract employee who works under this contract to ensure compliance with the warranty above.

8.3. Contract vendor employee work eligibility: By entering into the contract, contract vendor warrants compliance with ARS § 41-4401, ARS § 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. Mohave and/or Mohave members may request verification of compliance from any contract vendor or subcontractor performing work under this contract. Mohave and its members reserve the right to confirm compliance. Should Mohave or its members suspect or find that the contract vendor or any of its subcontractors are not in compliance, Mohave may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the contract for default, and suspension and/or debarment of the contract vendor. All costs necessary for compliance are the responsibility of the contract vendor.

8.4. Davis-Bacon wage decisions: For federally funded projects subject to the Davis-Bacon Act, the member shall specify the applicable Davis-Bacon wage decision, prior to the contract vendor providing a firm price quotation for the proposed project. The wage decision shall be identified by the WD Number, modification number, and date of the wage decision. Davis-Bacon wage decisions may be accessed via www.wdol.gov or by requesting a copy from the member.

8.5. Non-compliance: All federally assisted contracts to members that exceed $10,000 may be terminated by the federal grantee for noncompliance by contract vendor. In projects that are not federally funded, offeror must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

8.6. Offshore performance of work prohibited: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the state shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

8.7. Terrorism country divestments: In accordance with ARS § 35-392, Mohave and its members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contract vendor warrants compliance with the Export Administration Act.

9. FORCE MAJEURE

Except for payments of sums due, neither party shall be liable to the other, nor be deemed in default under this contract, if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God (e.g. fire, flood, snow, earthquakes, tornadoes, violent winds, hail storms); acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure, and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure shall not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours.

10. INDEMNIFICATION

10.1. General indemnification: To the extent permitted by law, Mohave and its members shall be indemnified and held harmless by contract vendor for its vicarious liability as a result of entering into this contract. Each party to the contract is responsible for its own negligence.

10.2. Modification by member: Contract vendor shall have no obligation with respect to any patent and copyright infringement claim based upon member's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by contract vendor. However, one member's action will not preclude contract vendor's obligation to others not having modified their equipment or software.

10.3. Patent and copyright indemnification: To the extent permitted by law, contract vendor shall indemnify and hold harmless Mohave and its members against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Mohave and its members of materials furnished or work performed under this contract. Mohave and its members shall reasonably notify contract vendor of any claim for which it may be liable under this paragraph.

11. LICENSES

Contract vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by contract vendor. Contract vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Mohave reserves the right to stop work and/or cancel the contract of any contract vendor whose license(s) expire, lapse, are suspended or terminated.

12. OFFER ACCEPTANCE PERIOD/WITHDRAWAL

12.1. Late offers: Except as authorized by Arizona procurement rules and code, late offers shall not be considered. Offeror shall be responsible for all shipping costs when requesting the return of a late proposal.

12.2. Withdrawal of proposal: An offeror may withdraw a proposal in writing at any time before proposal opening if the withdrawal is received before the proposal due date and time at the location designated in the request for proposal for receipt of proposals. After the opening time and date, proposals may not be withdrawn, except as allowed by Arizona procurement rules and code.

13. ORDERING CYCLE

13.1. Acceptance of orders: This contract is for the sole use of Mohave and its members. All quotations provided to members must be based on prices in the contract and include the correct Mohave contract number. Contract vendor may only refuse a Mohave reviewed order under this contract after providing written documentation acceptable to Mohave describing the circumstances that warrant refusal. Improper documentation and/or frequent refusals may result in contract cancellation. Mohave may require the contract vendor to reject any purchase orders received from members based on this contract that may not comply with Mohave's rules, processes or standards.

13.2. Audit of contract activity: Mohave will audit some of the purchases made under this contract. The contract vendor agrees to provide all documentation necessary for Mohave to audit purchases made under contract, including invoices, credits and statements issued to members, in a timely fashion.

13.3. Contract vendor contacts: Contract vendor agrees to assign only one contact person for each of the following: accounting, audit, contract administration, escalation, main member contact, open order/status report, and reconciliation. These contacts may be the same person, with the exception of the escalation contact. The name(s) of the contact persons will be provided to Mohave.

13.4. Open order and status reports: Mohave will send contract vendor open order and status reports on a periodic basis. Contract vendor agrees to reply to information requests in a timely fashion.

13.5. Orders in process: Member purchase orders dated on or before the contract cancellation and/or expiration date, will be processed and are considered valid until order fulfillment, or cancellation by the member. Any such orders must be in the possession of Mohave within a reasonable amount of time.

13.6. Purchase verification: It is the member's independent responsibility to verify that quotations and purchase orders comply with the terms of the award of a contract or procurement.

13.7. Quotations: Quotations with no end date are considered invalid after sixty (60) days from the issue date.

14. OVERVIEW

14.1. Advertising: Offeror shall not advertise or publish information concerning this solicitation prior to an award being announced by Mohave. After award, contract vendor(s) may advertise the availability of products and services to members. Any promotional marketing materials using the Mohave logo must be approved by a Mohave Contract Specialist in advance.

14.2. Modification of contract: An awarded contract may be amended for a variety of reasons. Contract modifications will be issued as deemed necessary by Mohave to address contractual issues that may arise.

14.3. Applicable law: Contract shall be governed by the laws of the State of Arizona, and suits pertaining to the contract may be brought only in courts in the State of Arizona.

14.4. Application of law: The Arizona Procurement Code, the Arizona State Board of Education School District Procurement Rules, and the Uniform Commercial Code (UCC) as adopted by the State of Arizona, are part of this document as if fully set forth herein. Any provision or clause required by law, rule or regulation to be included in the contract will be read and enforced as if in the contract, whether or not physically included. If any such provision is not included, or is not correctly included, contract will be amended in writing to make such inclusion or correction upon application from either party to contract.

14.5. Arbitration: After exhausting applicable administrative review, the parties to this contract may agree to resolve disputes arising out of or relating to this contract through arbitration, to the extent allowed by law.

14.6. Assignment: Contract vendor shall assign no right or interest in this contract without prior written permission from Mohave. No delegation of any duty of contract vendor shall be made without prior written permission from Mohave. Mohave shall not unreasonably withhold approval and shall notify contract vendor of its decision within fifteen (15) days of receipt of written notice from contract vendor.

14.7. Audit rights: In accordance with applicable Arizona law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of the contract.

14.8. Availability of funds: Member fund availability is unknown to Mohave at the time this solicitation was issued. Use of any contract awarded by Mohave will be conditioned upon the availability of member funds.

14.9. Brand names: The names of major businesses and their products that appear without the trademark or service mark remain the property of their respective owners.

14.10. Captions, headings and illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of perusal only, and in no way define, limit or describe the scope or intent of the request.

14.11. Contract claims or controversies: The requirements of the Arizona procurement rules and code shall govern any contract awarded as a result of this solicitation, as well as any contract claims or controversies associated with it.

Formal contract claims and controversies between a member and contract vendor shall be resolved in accordance with R7-2-1155 through R7-2-1159, or ARS, Title 41, Chapter 23, Article 9, as applicable. The member's authorized representative shall serve as the district representative for resolution of such claims and controversies. ARS, Title 41, Chapter 23, Article 9 and the rules promulgated under it, or R7-2-1155 through R7-2-1159, as applicable, provide the exclusive procedure for asserting a cause against the member under the contract.

14.12. Contract placed on hold: Mohave shall have the ability to place a contract on hold, if it is deemed necessary to address ongoing problems with an awarded contract. Details of the decision to place the contract on hold shall be provided in a written deficiency notice. A reasonable amount of time shall be provided to contract vendor to address issues in the written deficiency notice.

14.13. Definition of time: Periods of time, stated as a number of days, shall be in calendar days, not business days.

14.14. Eligible agencies: Any contract awarded from this solicitation shall be available to all Mohave members. Member is defined as a local or public procurement unit, or a governmental public entity that is a political subdivision for purposes of federal income tax, or a nonprofit educational or public health institution that is a political subdivision for purposes of federal income tax or meets the requirements of Section 115 of the Internal Revenue Code. Mohave has over 430 members including public school districts, community colleges, city and county governments and political subdivisions throughout Arizona. A list of members may be found on Mohave's website, www.mesc.org. Actual use of any contract will be at the sole discretion of Mohave's members.

14.15. Novation: If contract vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Mohave reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contract vendor.

14.16. Order of precedence: In the event of a conflict in the provisions of the contract as accepted by Mohave, the following order of precedence shall prevail:

1. Special terms and conditions
2. General terms and conditions
3. Scope of work and specifications
4. Attachments and exhibits
5. Documents referenced or included in the solicitation

14.17. Pricing extension errors: In case of error in extension of prices in the offer, unit prices shall govern.

14.18. Proposal opening: Proposals shall be opened immediately following the proposal due date and time. The name of each offeror shall be publicly read and recorded in the presence of witnesses. All information in the proposals shall remain confidential until after award of contracts, with the exception of review by Mohave staff and selected evaluators.

14.19. Relationship of the parties: Contract vendors receiving contracts under this solicitation are independent contractors. Any party to the contract shall not be deemed to be the employee of another party to the contract.

14.20. Removal from prospective bidders list: Any offeror submitting a perfunctory proposal with no serious intent of being accepted may be removed from Mohave's prospective bidders list. Any vendor not responding to two (2) consecutive Requests for Proposal for similar procurements may be removed from the prospective bidders list for those items or services. A "no bid" response or request to remain on the list is sufficient to keep a vendor on the prospective bidders list.

14.21. Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

14.22. Successful performance: The sections of solicitation defining the scope of services, requirements, qualifications, etc., are not to be construed as a complete listing that exempts successful offeror from reasonable services required to ensure successful performance under the contract.

15. PAYMENT

15.1. Billing: All invoices shall list the applicable member purchase order number and Mohave contract number. Contract vendor will invoice members directly. All transactions are payable in U.S. currency only.

15.2. Contacting member about payment: Contract vendor may contact member for payment for a product or service delivered to the member under the contract. Such contact shall be professional and courteous.

15.3. Contract vendor invoice: Contract vendor shall invoice member after delivery of goods and/or services. Goods and services shall be invoiced at applicable contract prices, which include Mohave's 1% administration fee. Invoice must include member purchase order number and Mohave contract number.

Mohave's administration fee is included in the invoice amount paid by the member. Contract vendor shall remit administration fee to Mohave monthly. Administration fee shall be calculated at .0099 of the subtotal amount. The Mohave administration fee shall not be calculated on ancillary charges (e.g. performance bonds, shipping, transaction privilege tax, transportation charges, mileage, lodging, meals and incidental expenses (M&IE), permits, etc.).

15.4. Contract vendor payment: Member shall issue payment to contract vendor after receipt of invoice.

15.5. Correct billing: Contract products may not be invoiced greater than the purchase order. If incorrect invoices are discovered, contract vendor must correct invoices resulting in excess charges, no matter the cause of the error. Any excess payment must be returned to member within the time allowed by law, in the form of a check or credit memo, as determined by the member.

If a member is invoiced at less than contract prices, contract vendor will invoice the member for the difference unless Mohave approves the undercharge.

If contract pricing in effect on the contract has gone down between the time of the order and the invoice date, contract vendor may invoice at the current contract price.

15.6. Credit hold: Contract vendor agrees to advise Mohave's Procurement Manager of a member(s) being placed on credit hold, within five (5) days of the action.

15.7. Payment time: Payment terms are net thirty (30) days from receipt of contract vendor's invoice.

15.8. Quick pay discounts: Quick pay discounts may be offered to members, provided they have received the materials or services, and that such discounts are available equally to all members. Mohave must approve such discounts in writing and before they are offered to members.

15.9. Reporting and payment of administration fees to Mohave: The contract vendor agrees to provide a Reconciliation Report detailing activity under the contract, and payment for Mohave administration fees for invoices paid in the previous month. Items in the report must include member names, PO numbers, amounts, administration fees, invoice numbers, invoice dates and credit/return information for all invoices paid in the prior month. Payment and report are due as per a schedule agreed upon by Mohave and contract vendor. The initial due date shall be the **10th, 15th, 20th, 25th or 30th** of the following month and will be specified in an award notification letter. If no invoices were paid under the contract in the previous month, the contract vendor will provide notice of no activity. A sample reconciliation report will be made available upon award of contract.

Make Mohave administration fees payable to Mohave Educational Services Coop., Inc. Payments shall be mailed to: 625 E. Beale St.
Kingman, AZ 86401

16. PREPARATION OF PROPOSAL and PROPOSAL FORMAT

16.1. Modification of proposal: An offeror may modify a proposal in writing at any time before proposal opening if the modification is received before the proposal due date and time at the location designated in the request for proposals for receipt of proposals.

16.2. Compliance with instructions: Offeror's ability to follow proposal preparation instructions in this solicitation will be considered an indicator of offeror's ability to follow instructions should it receive an award as a result of this solicitation. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract is awarded. As a result, the proposal will be evaluated as a sample of data submission. Subjective judgment on the part of Mohave's evaluators is implicit in this process.

16.3. Cost of proposal preparation: Mohave will not reimburse the cost of developing, presenting, or providing any response to this solicitation.

16.4. Offeror responsibility: Offeror shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at offeror's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

16.5. Proposal forms: The forms and format contained in the solicitation shall be used. Offerors may reproduce the forms and retype the information, but all of the required information must be presented in the tab order requested. Electronic or faxed proposals shall not be considered.

17. PRODUCT LINES

17.1. Current products: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

17.2. Discontinued products: If a product or model is discontinued by the manufacturer, contract vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. New products shall be submitted for approval following the process detailed in the Special Terms and Conditions (see **Pricing, New catalogs/pricelists**), prior to being offered to members.

17.3. New products/services: New products and/or services that meet the scope of work may be added to the contract. Contract vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Mohave may require additions to be submitted with documentation from members demonstrating an interest in, or a potential requirement for, the new product or service. New products/services must be submitted and approved by Mohave, prior to being offered to member. Mohave may reject any additions without cause.

17.4. Options: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

17.5. Product line: Offerors with a published catalog may submit the entire catalog. Mohave reserves the right to select products within the catalog for award without having to award all contents. Mohave may reject any addition of equipment options without cause.

18. PROTESTS

Protests shall be filed with Julia E. Tribbett, the Executive Director of Mohave (the District Representative), and shall be resolved in accordance with Arizona Procurement rules and code, ARS, Title 41, Chapter 23, Article 9 and State Board Rules R7-2-1001 through R7-2-1196. *A protest must be in writing and must be filed with the Executive Director of Mohave at 625 E. Beale Street, Kingman, Arizona, 86401.* Protests based upon alleged improprieties in a solicitation shall be filed before the due date and time for responses to the solicitation. The interested party shall file the protest within ten (10) days after Mohave makes the procurement file available for public inspection. A protest filed on the tenth day must be received by 5:00 pm, local AZ time. The interested party may file a written request for an extension. The written request shall be filed before the time limit specified above and shall set forth good cause as to the specific action or inaction of Mohave that resulted in the interested party being unable to file the protest before the time limit specified above.

A protest shall be in writing and shall include the following information:

- The name, address and telephone number of the interested party;
- The signature of the interested party or the interested party's representative;
- Identification of the solicitation by contract number;
- A detailed statement of the legal and factual grounds of protest including copies of any relevant documents;
- The form of relief requested.

Should Mohave prevail in an appeal of a decision issued by the Executive Director, appellant waives any objection to the hearing officer awarding Mohave its reasonable attorneys fees and costs along with the costs for the hearing.

19. RIGHT TO ASSURANCE

Whenever one party to the contract has a good faith reason to question the other party's intent to perform, he may demand that the other party give written assurance of its intent to perform. If a demand is made and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory breach of the contract.

20. SAFETY STANDARDS

Items supplied under the contract shall comply with applicable Occupational Safety and Health Standards of the Arizona Industrial Commission, National Electric Code, and National Fire Protection Association Standards.

21. SHIPPING

21.1. Shipping terms/transfer of title: Shipments shall be F.O.B. destination. Title and risk of loss of material shall not pass to member until member receives the material at delivery point, unless otherwise provided in the contract.

21.2. Shipment under reservation: Contract vendor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

21.3. Shipping charges: Prices that include shipping to any location in Arizona, delivered to the specific receiving point identified in the purchase order, are preferred. If shipping is charged, it shall be that member is not charged more than the actual invoiced amount for shipping, and is prepaid by the contract vendor (PP&A). It is the member's responsibility to confirm shipping charges under the contract.

21.4. Shipping errors/risk of transportation: Shipping errors will be at contract vendor's expense. If contract vendor ships a product that was not ordered, contract vendor shall pay for return shipment at the convenience of member. All risk of transportation and all related charges shall be contract vendor's responsibility. Contract vendor shall file all claims for visible or concealed damage. Member will notify contract vendor promptly of any damaged goods and shall assist contract vendor in arranging for inspection.

22. SUSPENSION OR DEBARMENT STATUS

Offeror shall include a letter in its proposal notifying Mohave of any debarment, suspension or other lawful action taken by any federal, state or local government within the last five years that precludes offeror or its employees from participating in any public procurement activity. Such letter shall provide name and address of the public procurement unit, effective date, duration, and relevant circumstances of the suspension or debarment. Failure to supply such letter or not disclose all pertinent information shall result in cancellation of any contract.

23. TAXES

23.1. Federal Excise Tax: Most members are exempt from paying Federal Excise Tax.

23.2. Payment of taxes: Member is responsible for payment of all taxes listed on the invoice. Contract vendor is responsible for collecting such taxes and shall forward all taxes to the proper revenue office.

23.3. Pre-tax prices: Prices shall not include applicable state and local taxes. All applicable taxes must be listed as a separate item on all invoices and will be paid by member issuing the purchase order.

23.4. Property taxes: Arizona public agencies may not pay state property taxes. (Arizona Constitution, Article 9, Section 2)

23.5. Reservation or tribal tax: If goods or services are subject to reservation or tribal tax, contract vendor shall include such taxes as a separate item on the original invoice to the member.

23.6. Transaction Privilege Tax (Sales Tax): Most members are taxable. Transaction Privilege Taxes in Arizona may include state, county and city taxes. The tax status of the ordering member determines if and when Transaction Privilege Taxes are to be applied. Documentation for members who do not pay Transaction Privilege Tax is available upon request from member. Contract vendor is responsible for charging taxes correctly.

General Terms and Conditions Acceptance Form

Place after Tab 1c

Signature on Page 42 certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☒ **We take no exceptions/deviations to the general terms and conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ **We take the following exceptions/deviations to the General Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding General Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the General Terms and Conditions. Provide details on your exceptions/deviations below:**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Special Terms and Conditions

Place after Tab 1d

The following Special Terms and Conditions are in addition to the applicable General Terms and Conditions that appear on pages 28 - 40. Please review them and complete the *Special Terms and Conditions Acceptance Form* (page 25).

1. **CONSTRUCTION**

   1.1. Construction: Contract vendor shall not perform any construction under this contract. For the purposes of this contract, construction is defined as: *The process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include:*

   - *The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.*
   - *The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.*

   Offerors may sell and install finished products, materials or articles of merchandise, which are fabricated into and become a permanent fixed part of a structure. However, if the removal of the finished products, materials or articles of merchandise would cause damage to the structure or render the structure unfit for its intended use, offeror must indicate this in its proposal.

   1.2. Liens: All materials be free of liens.

2. **DELIVERY**

   2.1. Default in one installment to constitute total breach: Contract vendor shall deliver conforming materials in each installment or lot under this contract and may not substitute nonconforming materials. Mohave reserves the right to declare a breach of contract if contract vendor delivers nonconforming materials to any member under this contract.

   2.2. Defective goods: Contract vendor agrees to pay for return shipment of goods that arrive in a defective or non-operable condition. Contract vendor shall arrange for return shipment of damaged or defective goods.

   2.3. Delivery time: Failure to deliver any order within the time frame specified on the purchase order may result in cancellation of that purchase order.

   2.4. Improper delivery: If the goods or tender of delivery fail in any respect to conform to this contract, member may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.

   2.5. Restocking fees: A restocking fee may only be charged on products ordered and delivered to member's site. Restocking fees in excess of fifteen percent (15%) shall not be allowed. Contract vendor may waive restocking fees. Shipping charges on returns must be identified. Restocking and return shipping charges shall be identified on the price workbook.

3. **FORM OF CONTRACT**

   3.1. Contract vendor documents: Mohave will review proposed contract vendor documents. Contract vendor's documents shall not become part of Mohave's contract with contract vendor unless, and until, an authorized representative of Mohave reviews and approves them. If a firm submitting an offer requires member to sign an additional agreement, a copy of the proposed agreement shall be included with the proposal.

   3.2. Form of contract: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals.

3.3. Parol evidence: The contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4. **INSURANCE**

4.1. Liability insurance: Prior to commencing services under this contract, contract vendor shall procure and maintain during the life of this agreement, comprehensive public liability insurance, to include automobile liability, providing limits of an aggregate amount of not less than $2,000,000. Evidence of the required insurance shall be provided by means of a current certificate of insurance with the coverage as stated above, with your proposal. Before any orders are processed under an awarded contract, contract vendor shall provide a certificate that names Mohave as the certificate holder. **Place after Tab 2b.**

In addition, contract vendor must be willing to provide, upon request, identical certification of insurance to any member using this contract.

4.2. Workers' compensation insurance: Contract vendor shall also procure and maintain during the life of this agreement, workers' compensation insurance for all of contract vendor's employees engaged in work under the contract. All workers' compensation insurance will be in compliance with state statute and evidenced by a certificate of insurance.

5. **MANUFACTURER SUPPORT**

Offerors submitting proposals as a manufacturer's representative must be able, if requested by Mohave, to supplement the offer with a letter from the manufacturer certifying that offeror is a bona fide dealer for the equipment offered, that offeror is authorized to submit an offer on such equipment, and which guarantees that should offeror fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

6. **OFFER ACCEPTANCE PERIOD**

Offer acceptance period: A proposal submitted in response to this solicitation shall be valid and irrevocable for ninety (90) days after opening time and date.

7. **OVERVIEW**

7.1. Serial numbers: Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way.

7.2. Offeror qualifications: It is preferred that the offeror have extensive knowledge and at least three (3) years experience with the products offered. Mohave reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

7.3. Order cycle overview:

1. Member forwards purchase orders to Mohave that lists the contract number. Vendor listed on the purchase order is contract vendor.
2. Mohave reviews and emails member order with "*MESC Reviewed*" stamp, to contract vendor and member.
3. Contract vendor provides product/services.
4. Contract vendor invoices member.
5. Member pays contract vendor.
6. Contract vendor sends monthly Reconciliation Report to Mohave.
7. Contract vendor remits administration fee monthly, based on invoices paid.
8. Mohave audits selected purchases.

8. **PRICING**

8.1. Administration fee: Mohave's 1% administration fee shall be included in offeror's contract price. Contract vendor shall not add the administration fee to approved contract prices. The value of trade-ins or rebates shall not affect the amount of administration fee paid to Mohave.

8.2. Application of pricing: In Mohave's purchase order review process, the date Mohave receives a member purchase order or the date of a valid contract vendor's quote will generally be used to determine the contract pricing that is in effect for that order. The date Mohave receives a member purchase order will only be used to determine the contract pricing that is in effect for an order when a contract vendor's quote does not exist or is invalid. However, other factors may apply.

8.3. Basis for pricing: Contract pricing under this RFP must be based upon:

1. Percent of discount(s) off manufacturer's price list(s), published List Price, or catalog(s);
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal); or
3. A combination of the above.

8.4. Catalogs/price lists: A copy of the latest edition of the price list or catalog to which discount shall be applied shall be included with proposal. Include a copy of the latest edition of all applicable price lists or catalogs to which discount shall be applied with your proposal. Submission of outdated price lists or catalogs may result in rejection of proposal.

8.5. Combination pricing: Offers for combination contracts shall clearly identify items covered by discount(s) and those with fixed prices. Prices for such contracts shall be adjusted as identified for the appropriate contract type above.

8.6. Decimal places: Pricing shall use a maximum of three (3) decimal places, unless specified otherwise.

8.7. Discounts: Discounts must clearly identify the percent of discount to apply to the price list. If multiple discounts apply, offeror shall clearly indicate the discounts and applicable materials or services. Offeror shall agree that there will be no reduction in discount(s) during the term of contract.

8.8. Effect of price: No contract shall be awarded solely on the basis of price.

8.9. Established catalog price: The price included in a catalog, price list, schedule or other form that:

- Is regularly maintained by a manufacturer, distributor or contractor.
- Is either published or otherwise available for inspection by customers.
- States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

Established catalog price is referred to as manufacturer's price list, price list, or catalogs throughout this solicitation.

8.10. Fixed prices: Fixed price offers shall include prices for any and all items. Fixed prices shall be firm until each anniversary date of the contract, unless there is an occurrence of one or more allowable economic price adjustment contingencies outlined in the proposal. If allowable price adjustment contingencies occur, contract vendor may submit a fully documented request for price adjustment to Mohave. The documentation must substantiate that any requested price increase was clearly unpredictable at the time of proposal submittal and results from an increased cost to contract vendor that was out of contract vendor's control.

8.11. Fixed price review: Mohave will review requests for fixed price adjustments to determine if the new prices or another option is in the members' best interests. New fixed prices shall apply to the contract upon approval from Mohave. Price changes shall be a factor in contract renewal.

8.12. New catalogs/price lists: New price lists, workbooks and/or catalogs may be submitted for review throughout the term of the contract. Mohave will review new price lists, workbooks and/or catalogs to determine if the new prices or an alternative option is in the members' best interests. New price lists, workbooks and/or catalogs shall apply to the contract only upon approval from Mohave. New price lists workbooks and/or catalogs found to be non-competitive at any time during the contract may be grounds for terminating the contract.

8.13. Overcharges by antitrust violations: Mohave maintains that overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, contract vendor assigns to member any and all claims for such overcharges as to the goods or services used to fulfill the contract.

8.14. Percent of discount as fixed price: Percent of discount offers that are not based upon published price lists or catalogs will be administered as fixed price contracts.

8.15. Price reduction and adjustment: Price reduction may be offered at any time during a contract and shall become effective upon notice of acceptance from Mohave. Special time-limited reductions are permissible under the following conditions: 1) reduction is available to all members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Mohave has approved the new prices prior to any offer of the prices to a member. Mohave shall be the sole judge on the acceptance of price reductions under an awarded contract.

8.16. Price workbook: All offerors must complete the 14R Irrigation and Landscaping Products Workbook titled **"14r irrigation and landscaping products.xlsx"**. Provide a CD, USB, or similar electronic media device with the completed workbook in your response. Failure to provide and complete the 14R Irrigation and Landscaping Products Workbook shall render your proposal nonresponsive. ***Place after Tab 3a.***

If awarded a contract, all future pricing updates shall be based on the electronic workbook, or similar approved format.

8.17. Special pricing offers: Special pricing offers (e.g., volume discounts) must apply to all Mohave orders of similar size and scope. Special pricing limited to a single member is not acceptable. Mohave must approve special pricing before it is offered to any member.

9. SITE REQUIREMENTS

9.1. Contract vendor employee fingerprinting: Contract vendor and its employees or subcontractors working under an awarded contract who are required to provide services on a regular basis at an individual school, shall obtain and present a valid Department of Public Safety fingerprint clearance card in accordance with ARS § 15-512 (H). The fingerprint card shall be issued pursuant to Title 41, Chapter 12, Article 3.1. Charges for such fingerprint checks will be the responsibility of the contract vendor, subcontractor or individual employee as determined by the member.

An exception to this requirement may be authorized in member's Governing Board policy, for persons who, "*as part of the normal job duties of the persons, are not likely to have independent access to or unsupervised contact with pupils.*"

Contract vendor and its employees or subcontractors shall not provide services on school district property until so authorized by the school district. Additionally, contract vendor shall comply with applicable governing board fingerprinting policy(ies) at the school district where services are provided.

9.2. Smoking: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

10. TERM OF CONTRACT AND EXTENSION

10.1. Contract period: It is Mohave's intent to award a multi-term contract for the specified materials, equipment and services. The initial contract term shall be for one (1) calendar year from the effective date of contract award. By mutual written agreement between Mohave and contract vendor, the contract may be extended for up to four (4) consecutive additional 12-

month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contract vendor is so notified by Mohave.

10.2. Contract extension: Conditions for contract extension may include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract.

10.3. Month-to-month extensions: Mohave reserves the right to offer month-to-month extensions if that is determined to be in the best interests of members.

11. WARRANTY/QUALITY GUARANTEE

11.1. Fitness: Contract vendor warrants that any equipment or material supplied to Mohave or its members shall fully conform to all requirements of the contract, all representations of contract vendor, and shall be fit for all purposes and uses required by the contract.

11.2. Inspection: The warranties set forth in this section shall not be affected by inspection or testing of, or payment for the equipment or materials to contract vendor by member.

11.3. Quality: Unless otherwise specified, contract vendor warrants that for ninety (90) days after acceptance of the equipment or materials by member, they shall be:

- Of a quality to pass without objection in the industry or trade normally associated with them;
- Fit for the intended purpose(s) for which they are used;
- Of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract;
- Adequately contained, packaged and marked as the contract may require; and
- Conform to the written promises or affirmations of fact made by contract vendor.

11.4. Warranty requirements: Contract vendor warrants that all equipment, materials, and service delivered under this contract shall conform to the specifications. Unless stated otherwise, all equipment shall carry a minimum 12-month manufacturer's warranty that includes parts and labor. Contract vendor agrees to help member reach resolution in a dispute with the manufacturer over warranty terms. Any extended manufacturer's warranty shall be passed on to member without exception. Mohave reserves the right to cancel the contract if contract vendor charges member for a replacement part that the contract vendor received at no cost under a warranty.

Special Terms and Conditions Acceptance Form

Place after Tab 1d

Signature on Page 42 certifies complete acceptance of the Special Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Special Terms and Conditions:

☒ **We take no exceptions/deviations to the Special Terms and Conditions.**

(Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)

☐ **We take the following exceptions/deviations to the Special Terms and Conditions. All exceptions/deviations shall be clearly explained. Reference the corresponding Special Terms and Conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the Special Terms and Conditions. Provide details on your exceptions/deviations below.**

(Note: All requested exceptions/deviations must be clearly explained. Reference the specific special terms and conditions that you are taking exceptions/deviations to, detail any proposed substitute special terms and conditions, and clearly demonstrate how Mohave and its membership will be better served by the substituted special terms and conditions. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)

Scope of Work

Place after Tab 1e

1. DESCRIPTION

In order to gain economies of scale, Mohave is formally soliciting statewide sources of irrigation and landscaping products as specified within this Request for Proposal. These products are requested for Mohave's membership of over 430 public agencies. Contracts, in whole or in part, shall be awarded to offeror, or offerors, for an initial one (1) year term and four (4) consecutive one-year extension options.

The scope of work and minimum specifications define the quality and characteristics of the desired materials and application. They are based upon specifications for known acceptable manufacturers, processes, materials and/or brands such as Advantage Controls, Aeromist, Arrowhead, Cantex, Carson, Channel Lock, Christy's, Dura, Everfilt, EZ Flo, Febco/Watts, Halco, Hunter, Inject-O-Meter, Intermatic, K-Rain, Kichler, Lakos, JM Eagle, Monsanto, Netafim, Oatey, Pennington, Rain Bird, Signature, True Temper, WeatherTRAK, and/or equal quality products. Specifications are not intended to be exclusive or to restrict competition. Offerors may offer alternate solutions, including alternate manufacturers, which meet the quality and performance characteristics in the specifications. Mohave shall review such offers and be the final judge on the acceptance of any alternate solutions.

This is a new contract for Mohave. We are responding to member requests from around the state for products/services. We anticipate that contract volume from this solicitation will be significant in the first year, and increase in volume in subsequent years. This information is provided as an aid to vendors in preparing offers only. The successful offeror(s)' pricing schedule shall apply regardless of the volume of business under the contract. Work shall be performed at various locations statewide.

2. ESTIMATED TIMELINE OF EVENTS

Mohave has developed the following estimated timeline of events related to this formal solicitation. All dates are subject to change as required and at the sole discretion of Mohave.

EVENT	ESTIMATED DATE
Request for Proposal Issued	September 12, 2014
Pre-proposal Conference Held	September 22, 2014 at 10:00 a.m. (local AZ time) Pre-proposal conference will be held utilizing *WebEx/MeetingBridge* telephone conferencing. Please contact Mohave for reservation details.
Deadline for Questions	October 3, 2014 at 5:00 p.m. (local AZ time)
Published RFP Due Date and Time	October 10, 2014 at 3:00 p.m. (local AZ time) 625 East Beale Street, Kingman, AZ 86401
Public Opening of Proposal	October 10, 2014 at 3:00 p.m. (local AZ time)
Notice of Intent to Award (*estimated date only*)	November 26, 2014
Execution of Contract(s) (*estimated date only*)	November 26, 2014

3. SUBMISSION OF PROPOSAL

3.1. Proposals should provide straightforward, concise information that satisfies the requirements. Expensive bindings, color displays, etc., are not necessary. Emphasis should be placed on conformity to the specifications and terms and conditions, as well as the completeness and clarity of the submittal content.

3.2. The offeror must submit a proposal following information detailed in the *RFP Instructions to Offeror and Checklist.*

4. CONTRACT TYPE

The term contract shall be a percent of discount off manufacturer's price list or catalog, fixed price, or a combination of both with indefinite quantities.

5. AWARD CRITERIA

The weighted award criteria for this solicitation, in relative order of importance, are as follows:

Award(s) shall be made to the responsive and responsible offeror(s) whose proposal(s) are determined in writing to be most advantageous to Mohave for its members.

Responsive and responsible offeror(s) shall provide the following requirements:

1) Offer and Acceptance, Terms and Conditions, Scope of Work and Specification Documents: Offer and Acceptance, amendments (if any), acceptance of General and Special Terms and Conditions, Scope of Work, Specifications with exceptions/deviations noted;

2) Pricing Information: Discount summary, electronic workbook and/or pricing documents, pricing methodology;

3) Required Information: Complete response to the Method of Approach and Qualification and Experience pages, references (past performance information), certificate of insurance, company financials;

4) Primary Contract Documents: Completed primary contract documents, support and maintenance information, sample supplemental agreements;

5) Additional Information: Checklist form, descriptive literature and supporting printed data, additional information.

Specifications

Place after Tab 1e

SPECIFICATIONS

Compliance with specifications: The fact that a manufacturer, supplier or offeror chooses not to produce or supply equipment, supplies and/or services to meet the specifications will not be considered sufficient cause to adjudge the specifications as restrictive. Offerors shall offer equipment, supplies, and/or services they believe come closest to meeting specifications.

Deviations from specifications: Offerors will respond to each numbered specification by checking the appropriate "Comply" or "Deviate" box. "No Bid" items shall be marked as such in the appropriate "Deviate" box. Your exceptions/deviations must be clearly explained. Reference the specification that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final. Details for exceptions/deviations will be listed by specification number on the *Scope of Work/ and Specifications Acceptance Form.*

Partial proposals: Mohave will consider partial proposals for award of a contract. Mohave will be the sole judge of products offered, and Mohave's decision shall be final.

Purpose of specifications: Specifications are designed to enable offeror to satisfy a requirement for a product, material, process, or service. A specification may be expressed as a standard, part of a standard, or independent of a standard. No specification is intended to limit competition by eliminating items capable of satisfactorily meeting the requirements of the procurement. If offeror believes a specification is unnecessarily restrictive, offeror must indicate such in its proposal.

Use of brand names: Brand names, trade names, model numbers, and/or catalog numbers are used to describe the standard of quality, performance, and other characteristics needed to meet member requirements. Use of the name of a manufacturer, brand, make or catalog number is not intended to limit or restrict competition, nor does it restrict offeror from the submission of equivalent brands. However, Mohave reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the materials and equipment described in the solicitation. Mohave will be the sole judge on the question of equal quality, and Mohave's decision shall be final.

Requirement		Comply	Deviate*
1.1	**Irrigation and Landscaping Products - General Requirements**		
1.1.01	Products offered shall meet current applicable federal, state, and local building codes for the application(s) of the product(s) intended use.	✓	
1.1.02	Products offered shall meet current applicable industry standards for materials and/or manufacturing.	✓	
1.1.03	Contract vendor shall provide member documentation that provides proof product or products comply with current applicable building code and/or industry standard upon request.	✓	
1.1.04	Contract vendor shall supply current applicable Material Safety Data Sheets (MSDS) upon request.	✓	
1.2	**Anti-Siphon Valves and Backflow Devices**		
1.2.01	Anti-siphon valves shall include, but not be limited to: electrical or manual control; adapters; and replacement parts.	✓	
1.2.02	Backflow devices shall include, but not be limited to: reduced pressure preventers; ball valves; vacuum breakers; high hazard; double check valves; in-line; and replacement parts.	✓	
1.3	**Cable, Wiring, and Electrical Products**		
1.3.01	Cable products shall include, but not be limited to: shielded cable; communication cable; and control cable.	✓	

1.3.02	Wiring products shall include, but not be limited to: direct bury; UV rated; low voltage; non metallic (NM) cable; armored cable; bare and building wire.	✓	
1.3.03	Electrical products shall include, but not be limited to: fuses; hardware; lamps; sockets; wire connectors; butt connectors; circuit breakers; electrical fittings; conduit; interior and exterior metal and plastic junction boxes; wiring devices; tape; and covers.	✓	
1.4	**Controllers and Controller Accessories**		
1.4.01	Controller products shall include, but not be limited to: automatic and manual controllers; battery operated controllers; field controllers; wireless contrullers; irrigation controllers; custom command controllers; and timers.	✓	
1.4.02	Controller accessories products shall include, but not be limited to: solenoids; remote kits; actuators; enclosures; guard covers; and repair parts.	✓	
1.5	**Drainage and Flood Control Products**		
1.5.01	Drainage products shall include, but not be limited to: leach pipe; grates; channel drains; corrugated drainage pipe; sewer pipe; catch basins; flexible drainage pipe; and fittings.	✓	
1.5.02	Flood control products shall include, but not be limited to: sand bags; sand; waterproof tarps; flood control pumps; and portable pumps.		No-bid
1.6	**Drip Irrigation and Misting Systems**		
1.6.01	Drip irrigation products shall include, but not be limited to: controllers; bubblers; emitters; filters; fittings; spray heads; stakes; tubing; repair and maintenance kits.	✓	
1.6.02	Misting system products shall include, but not be limited to: tubing; fittings; sprayers; filter systems; repair and maintenance kits.		No-bid
1.6.03	Drip irrigation and misting system valves shall include, but not be limited to: air/vacuum relief valves; ball valves; and flow control valves.	✓	
1.7	**Edging and Border Products**		
1.7.01	Edging and border products shall include, but not be limited to: masonry edging; plastic edging; wood timbers and lodge poles; steel edging; benderboard; stakes; and spikes.	✓	
1.8	**Hoses and Accessories**		
1.8.01	Hose products shall include, but not be limited to: garden hoses; high-pressure hoses; industrial application hoses; and soaker hoses.	✓	
1.8.02	Hose accessories shall include, but not be limited to: hose nozzles; sprinklers; hose adaptors; washers; shut-offs; soakers; and sprayers.	✓	
1.9	**Landscape Lighting**		
1.9.01	Landscape lighting products shall include, but not be limited to: bollards; low- and high-voltage lighting systems; step lights; solar lights; walkway lighting; timers; well lights; underwater lighting; transformers; and timers.	✓	
1.10	**Landscaping, Gardening, and Hand Tools, Accessories, and Personal Safety Equipment**		
1.10.01	Tools for irrigation and landscaping repair and maintenance shall include, but not be limited to: hand tools; pipe wrenches; PVC cutters; shovels; irrigation control and electrical testing equipment; wheelbarrows; walk behind and hand held seed and fertilizer spreaders; propane torches; and wire brushes	✓	
1.10.02	Tools for landscaping and gardening shall include, but not be limited to: loppers; pruners; spreaders; shovels; rakes; brooms; and carts.	✓	
1.10.03	Safety equipment and accessories shall include, but not be limited to: gloves; hats; respirators and filters; eye and face protection; kneepads; and first aid kits.	✓	

1.10.04 Landscaping and gardening maintenance products shall include, but not be limited to: trash and cleanup bags; trash containers; and trash pickers.	✓	
1.10.05 Products for the maintenance and operation of hand operated power tools shall include, but not be limited to: chain saw chains and bars; gas cans; replacement cutting blades (mower, and edger); spark plugs; air filters; two-cycle and bar oil; and trimmer spools and string are requested.	✓	
1.10.06 New, refurbished, or used power tools and accessories/attachments are not requested and shall not be allowed under an awarded contract.	✓	
1.11 Landscaping Products		
1.11.01 Landscaping products shall include, but not be limited to: aggregate; decorative rock; stakes; wood chips; mortar and concrete mixes.	✓	
1.11.02 Landscaping chemical products shall include, but not be limited to: pre-emergence, weed killer, soil conditioners; and fertilizers.	✓	
1.11.03 Landscaping sheeting products shall include, but not be limited to: visqueen; landscaping cloth; and plant covers.	✓	
1.11.04 Landscaping agricultural products shall include, but not be limited to: seed; sod; soils; and soil amendments.	✓	
1.11.05 Landscaping walkway products shall include, but not be limited to: pavers; cobblestones; cultured stone products; brick; and pavers.	✓	
1.11.06 Fiberglass or faux decorative rock enclosures may be offered.		No-bid
1.11.07 Planter and container systems may be offered.		No-bid
1.12 Pipe and Tubing		
1.12.01 Pipe and tubing products shall include, but not be limited to: PVC (class 200 and 125, schedule 40 and 80); galvanized iron pipe; iron pipe; copper pipe and tubing; polyethylene pipe; triple wall drainage pipe; sewer pipe; CPVC; purple reclaimed water pipe; and custom striped tubing and piping.	✓	
1.13 Pipe and Tubing Fittings and Accessories		
1.13.01 Pipe and tubing fittings shall include, but not be limited to: couplings; sweeps; ells; tees; wyes; gasketed fittings; terminal adapters; repair couplings; compression fittings; manifolds; reducers; and caps.	✓	
1.13.02 Pipe and tubing accessories shall include, but not be limited to: PVC primer and glue, gasket sealer; solder; flux; polytetrafluoroethylene (PTFE) tape; gaskets; glue dabbers; and cleaners.	✓	
1.14 Sprinklers and Sprinkler Accessories		
1.14.01 Sprinkler products shall include, but not be limited to: impact; pop-up; rotary; and shrub.	✓	
1.14.02 Sprinkler accessories shall include, but not be limited to: sprinkler base; risers; riser fittings; swing joint assemblies and fittings; and repair kits.	✓	
1.15 Valves		
1.15.01 Valves shall include, but not be limited to: ball; butterfly; gate; brass, iron, chrome, or PVC; battery operated control; remote control valves; electric and hydraulic control valves; port valves; dirty-water valves; check and spring check valves; and irrigation valves.	✓	
1.15.02 Concrete, metal, fiberglass, composite, or plastic vault and valve boxes may be offered.	✓	
1.16 Watergarden Products and Accessories		
1.16.01 Watergarden products and accessories shall include, but not be limited to: pumps; fountain pumps; submersible pumps; fountain heads; filters; pond jets; pond liners; pond chemicals; pond covers; float valves; skimmers; cascades; drain kits; waterfall stones; pond kits; aerators and aerator systems; pond liner installation and repair kits.	✓	

1.17 In-Store Repair Services for Controllers, Timers, and Valves			
1.17.01 In-store repairs for irrigation controllers, timers, and valves are requested.			No bid
1.17.02 Repair parts for irrigation controllers, timers, and valves are requested.		✓	

***Exceptions/deviations must be listed on the *Scope of Work and Specifications Acceptance Form*. List the specification number for each exception/deviation.**

Scope of Work and Specifications Acceptance Form

Place after Tab 1e

Signature on page 42 certifies complete acceptance of the Scope of Work and Specifications in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Scope of Work and Specifications:

☐ **We take no exceptions/deviations to the Scope of Work and Specifications.**

(*Note: If nothing is listed below, it is understood that no exceptions/deviations are taken.)*

☐ **We take the following exceptions/deviations to the Scope of Work and Specifications. All exceptions/deviations shall be clearly explained. Reference the corresponding Scope of Work or Specifications that you are taking exceptions/deviations to. Provide details on your exceptions/deviations below:**

(*Note: All requested exceptions/deviations must be clearly explained. Reference the specific language that you are taking exceptions/deviations to, detail any proposed substitute language, and clearly demonstrate how Mohave and its membership will be better served by the substituted language. Unacceptable exceptions/deviations shall remove your proposal from consideration for award. Mohave shall be the sole judge on the acceptance of exceptions and Mohave's decision shall be final.)*

Required Information – Method of Approach

Place after Tab 2a

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the method of approach that an offeror would take regarding specific issues under an awarded contract. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Prepare an Executive Summary that provides a short narrative description of what you are offering for this contract. **See attached page.**
2. Offeror shall provide a project plan that describes how the offeror intends to implement the plan to Mohave and its members. This information will include, but not be limited to:
    - Account team structure and role which includes, but is not limited to description of sales contact process, account team support, and periodic account review processes;
    - Communication process with Mohave and its members;
    - Awards from this solicitation will not allow members to place orders directly online from a vendor website under an awarded contract. If your firm offers an online ordering process and website; provide information how sales can be monitored to prevent orders being processed under an awarded contract;
    - Training (initial and ongoing);
    - Delivery time to members; and
    - Any other value-added services that may benefit members.

    See attached page.
3. If your firm offers more than one location for in-store sales under an awarded contract, include details on how each location will administer sales under an awarded contract. How will sales be reported to Mohave in a reconciliation report? **See attached page.**
4. Provide all locations that will service members under an awarded contract. Include addresses, days and hours of operation, and the main contact person for each location.

    See attached page.
5. Indicate how you will ensure your sales staff (all locations) does not sell products or services that are not on contract or will not meet the public need.

    Training to all Ewing staff at all branch levels will be given to insure that we stay within compliance. The Mohave member account number will also flag the Ewing staff to not sell none contract products to Mohave members.

Question #3
Note: See Best and Final Offer
For further details

Method of Approach

Executive Summary

1. Ewing Irrigation, Golf and Industrial Products has been in business since 1922, headquartered in Phoenix Arizona and offering seventeen convenient locations throughout AZ. With the rapidly business world changes of today we treat each customer as a market of one and offer each client a flexible and custom approach to fulfilling their needs. As a service organization we strive to insure that our customers receive the finest treatment possible with each purchase. Ewing Irrigation offers a broad range of product selection for irrigation and landscape products. Our branch and sales staff of service professionals understand the demanding requirements of the irrigation and landscape industry, each member of our service professional team are trained to maintain a high level of product knowledge and technical expertise to assist you.

2. **Project Plan:**
    - To manage the Mohave project, Ewing shall assigned an account manager for Mohave and its members, this person will be the Main Mohave Representative person named on page 19 sections 7, the Ewing account team structure shall include each of the seventeen Ewing branch managers and the branch staff that best serves but is not limited to the nearest geographic location to the Mohave member. A Contract Administrator shall be the same as the Main Representative. The main contact/contract administrator shall oversee and review the account with the seventeen branch managers. The sales contact process shall begin at the Ewing location of purchase by the Mohave member for account support.
      Periodic account review process will be performed monthly by the Main contact / contract administrator who will review the member credit status monthly, quarterly; upon request by Mohave, its members or the Ewing branch managers to also include and review any concerns for this project. The Mohave purchasing account for administration fees and reconciliation report will be reviewed monthly by the Reconciliation contact named on page 19 sections 7.
    - Communication process with Mohave and its members is preferred to begin at the Ewing branch manager level, then if need be to the Ewing contact representative / administrator.
    - Ewing Irrigation provides online ordering, Mohave shall have an account number assigned to Mohave for the members use, the account number will be programmed to flag our Ewing staff to not process the order under the Mohave awarded contract and to contact the Mohave authorized purchasing member for instructions.
    - Training will be provided upon request by the Mohave member on the products purchased from Ewing. Most Ewing locations are equipped with a training room that can be utilized for customer training and support, product training may be in most circumstances provided at the customer's project or site location.
    - Delivery Time, scheduled deliveries vary based on location of delivery, product availability, delivery backlog and time of placed order. In many cases orders can be delivered next day, but on average delivery time can be 5-10 days.
    - Ewing offers many value services, we are committed to our customers success, Ewing Irrigation's seventeen convenient Arizona branch locations are well stock with the broadest range of irrigation and landscape products. We also offer job tracking express will call services, industry support, water management solutions and educational services.
3. In-store sales on the Mohave awarded contract will be tracked by a Mohave customer account number that will be assigned to Mohave, Mohave can provide this account number to the members after Mohave has reviewed the member purchase order for such purchasing. Under this account number Mohave will be set up with a Ewing job tracking number which will be associated with the Mohave member bid pricing. When the customer request to purchase on the pre approved purchase order by Mohave the account will flag our staff that this customer is a Mohave member and prompt them not to provide any additional products without a prior Mohave purchase order review. Our staff will enter the sale under the contract and these transactions will be generated in a monthly report to Mohave by the reconciliation contact.

4. The following are the Ewing Irrigation branch locations for member services:

Buckeye, AZ Lance Shuck 1031 N. Jackrabbit Trail Buckeye AZ 85326 Mon-Fri 6am to 5pm Sat 8am to 12pm	North Mesa, AZ Louie McPherson 2661 N. Ogden Rd Mesa, AZ 85215 Mon-Fri 6am to 5pm Sat 8am to 12pm	Phoenix, AZ Scott Wheeler 3441 E. Harbour Dr. Phoenix, AZ 85034 Mon-Fri 6am to 5pm Sat 8am to 12pm
Chandler, AZ Hunter Williams 6150 W. Chandler Blvd Chandler, AZ 85226 Mon-Fri 6am to 5pm Sat 8am to 12pm	Mesa, AZ JJ Markell 921 S. Horne Mesa, AZ 85204 Mon-Fri 6am to 5pm Sat 8am to 12pm	Central Phoenix, AZ Larry Naftzger 1811 W. Peoria Peoria, AZ 85029 Mon-Fri 6am to 5pm Sat 8am to 12pm
Deer Valley, AZ Ray Espinoza 21401 N. 21st Ave Phoenix, AZ 85027 Mon-Fri 6am to 5pm Sat 8am to 12pm	Peoria, AZ Jake Sommer 19085 N. 83rd Ave, Ste,B Peoria, AZ 85382 Mon-Fri 6am to 5pm Sat 8am to 12pm	West Phoenix, AZ Mario Ruiz 7920 W. Thomas Rd Phoenix, AZ 85033 Mon-Fri 6am to 5pm Sat 8am to 12pm

Pinnacle Peak, AZ TBA 7545 E. Adobe Dr Scottsdale, AZ 85255 Mon-Fri 6am to 5pm Sat 8am to 12pm	Scottsdale, AZ Roy mosel 8381 E. Gelding dr Scottsdale, AZ 85260 Mon-Fri 6am to 5pm Sat 8am to 12pm	Tucson, AZ Jesus Montano 4250 S. Station Master Dr Tucson, AZ 85714 Mon-Fri 6am to 5pm Sat 7am to 11am
Prescott Valley, AZ Miguel Pulido 8267 E. Pecos Dr Prescott Valley, AZ 86314 Mon-Fri 7am to 5pm Sat - Closed	Surprise, AZ Mike Mackey 17194 N. Dysart Rd Surprise, AZ 85378 Mon-Fri 6am to 5pm Sat 8am to 12pm	North Tucson, AZ Mike Debellis 4905 N. Shamrock Pl Tucson, AZ 85705 Mon-Fri 6am to 5pm Sat 7am to 11am
Queen Creek, AZ Dave Paetow 22030 S. Scotland Queen Creek, AZ 85142 Mon-Fri 6am to 5pm Sat 8am to 12pm	Tempe, AZ Frank Lopez 1221 E. Curry Rd Tempe, AZ 85281 Mon-Fri 6am to 5pm Sat 8am to 12pm	

List five (5) irrigation and/or landscaping product orders that have had problems. Describe the problem, and identify how the problem was solved (what steps were taken to satisfy the customer). Provide the name of the public agency, type of product(s), year of the product order, contract amount, contact name and telephone number. Do not include problems caused by another firm that your firm fixed. This information is used to evaluate your resolution to the issue(s), not to identify problematic vendors.

<table>
<tr><th>Number</th><th>Name of Public Agency</th><th>Contract Sales Amount</th><th>Year of the Project</th><th>Contact Name</th><th>Phone Number</th></tr>
<tr><td>1</td><td>Town of Marana</td><td>1642.00</td><td>2014</td><td>Steve Schmidt</td><td>520-382-1950</td></tr>
<tr><th colspan="6">Description of problem #1, and what steps were taken to satisfy the customer.</th></tr>
<tr><td colspan="6">#1. The order was placed by Ewing Irrigation and had shipped to the wrong Ewing branch location in another state, Ewing immediately informed the customer of the issue, then placed another order from the manufacture to get the product to the customer before their installation deadline.</td></tr>
<tr><td>2</td><td>University of Arizona</td><td>268.82</td><td>2014</td><td>Joshua Martin</td><td>520-621-3886</td></tr>
<tr><th colspan="6">Description of problem #2, and what steps were taken to satisfy the customer.</th></tr>
<tr><td colspan="6">The customer placed an order, but ordered the wrong product, because the customer made a one digit error and the wrong product had been delivered, The customer returned the product to Ewing and the customer account was credited, then the correct product was delivered.</td></tr>
<tr><td>3</td><td>City of San Luis</td><td>17,439.16</td><td>2013</td><td>Chris</td><td>928-920-5328</td></tr>
<tr><th colspan="6">Description of problem #3, and what steps were taken to satisfy the customer.</th></tr>
<tr><td colspan="6">Material was not available when custouer requested it. Ewing provided a better blend of materikl at the same price after customer apooved it.</td></tr>
<tr><td>4</td><td>Mesa Community College</td><td>543.20</td><td>2014</td><td>Cheryl</td><td>480-633-9530</td></tr>
<tr><th colspan="6">Description of problem #4, and what steps were taken to satisfy the customer.</th></tr>
<tr><td colspan="6">Ewing had a delivery to MCC. We forgot 2 Daubers on the shipment. The customer was given the Daubers, so as not to have to cut another P.O. for $1.54</td></tr>
<tr><td>5</td><td>Nogales School District 1</td><td>1425.72</td><td>2014</td><td>Joaquin Lopez</td><td></td></tr>
<tr><th colspan="6">Description of problem #5, and what steps were taken to satisfy the customer.</th></tr>
<tr><td colspan="6">Customer was mistakenly shipped twice the order amount. Customer was credit the wrong amount and the over order amount was picked up at no cost to customer. A credit re-bill was issued.</td></tr>
</table>

Indicate if your offer is regional or statewide: Regional ______ Statewide __×__

If regional, indicate the regions in Arizona you will serve.

Are there any limitations to the types of members that you will provide services to? If so, indicate what those limitations are.

NONE.

In the past three years, what percentage of your Arizona business do you estimate was in each geographical area identified below?

Maricopa/Pinal/Pima counties 85___%

Northern Arizona 5_____%

Southern Arizona 10____%

If you are awarded a contract with Mohave, which area(s) of the state will your sales force target?

Our sales force consist of nine Outside Sales Representatives as well as the seventeen Branch Managers, 100% of the State of Arizona will be covered .

The primary geographic sales areas are Phoenix, Tucson and their metropolitan areas.

If a Mohave member in a geographic area of Arizona that is remote from your general sales service area needs your products, please describe how you would service the remote member's needs. Are there any minimum order amounts required for delivery or shipping of products?

The delivery is qualified based on the amount of purchase and size of product to be delivered at one time. If Ewing uses a outside freight carrier for delivery of the product the amount is based on the freight carriers delivery rates based on weight and size to the members geographic area.

There are no minimum order amounts for delivery of products as long as there is carrier service to the geographical area.

Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

   Provide the address for your company's headquarters. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract. **See Attached Pages**

2. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c. See Attached Pages**

3. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*

   We do not qualify as a minority owned business

4. Include information regarding your authorization to submit a proposal for the specified products and that you can provide the products if awarded a contract. Indicate if you are a bona fide dealer for the products in the proposal, or if you are a manufacturer of the products in the proposal. **Ewing is a bona fide distributor for the products in the proposal. See Attached letter response: To: Mohave Arizona Cooperative Services**

5. Provide a letter of reference from three (3) different Arizona public agencies where products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:

   - Organization's name and location
   - Organization's representative and contact information (phone and email address)
   - A brief description of the work, when and where the work was performed
   - Any specific issues that may be pertinent regarding the work performed
   - Letters shall be properly dated, signed and on organization's letterhead

See Attached Letter of Reference

Question #5 (noted as #6 in BAFO)

Note: See Best and Final Offer
For further details

Required Information – Qualifications and Experience

Place after Tab 2a (except as noted below)

Offeror shall respond to each item below. The information will be used to assist Mohave in evaluating the qualifications and experience of the offeror. Do not use "boilerplate" answers for the questions. Respond to each item by specifically addressing the Mohave request. Failure to complete all questions may result in your proposal being considered nonresponsive.

1. Write a *brief* history of your company that includes length of time in business and your firm's philosophy of doing business. If offeror has recently purchased an established business or has proof of prior success in this business or a closely related business, please provide written verification.

   Ewing Irrigation, Golf and Industrial Products has been in business since 1922, (92 years) Headquartered in Phoenix Arizona Ewing provides landscape, irrigation and golf course professionals with the supplies they need to create healthy, sustainable environments. Our breadth of products has evolved to include water management solutions, agronomic supplies, landscape lighting, water features, hardscape and erosion control. Ewing maintains branch operations in 195 convenient locations from coast to coast. With the rapidly business world changes of today we treat each customer as a market of one and offer each client a flexible and custom approach to fulfilling their needs. As a service organization we strive to insure that our customers receive the finest treatment possible with each purchase. Our branch and sales staff of service professionals understand the demanding requirements of the irrigation and landscape industry, each member of our service professional team are trained to maintain a high level of product knowledge and technical expertise and ready to serve your business needs.

2. Provide the address for your company's headquarters. Indicate how long your company has provided the services/products you are proposing. Provide names, titles, qualifications and experience of the key people who will support this contract.

   Ewing Irrigation, Golf and Industrial Products, 3441 E. Harbour Dr. Phoenix AZ 85034.
   Since 1922, Ewing Irrigation has provided the services to its products that are being proposed.
   Rilus Graham, Senior Vice President Credit Administrator, 35 years experience in credit administration and green industry products.
   Lynda Jones, Credit Manager, 25 years accounting experience.
   Steve Montano, Water Management Specialist, I.A. Certified Irrigation Water Auditor, 32 years Irrigation and Landscape Professional.
   Jake Ray, Arizona Regional Manager, 10 years branch and customer account manager.
   Doug Donahue, Res-Com sales, 30 years experience in green industry products.

3. Provide a current letter from your financial institution indicating the range of credit available to your firm, (e.g., "credit in the low nine figures" or "credit line exceeding five figures"). Provide a current letter from your financial institution and/or officers of major suppliers, indicating confidence in your firm's stability and payment history. *These letters will only be used to evaluate proposals and will not be made available to the public.*

   Offerors may submit current audited annual financial reports in lieu of letters from financial institutions. However, the annual financial reports must provide essentially the same information as requested from the letters. Offerors are encouraged to highlight the requested information in any audited annual financial report submitted in response to this solicitation. All financial information will be kept confidential. **Place after Tab 2c.**

4. Indicate if your firm would qualify as a minority owned business. To qualify for ownership as a minority owned business, at least 51% of the firm's ownership must be held by a person, or persons, of a particular group (e.g., Woman owned, Hispanic owned, Native American owned, etc.). Proof of ownership is evidenced by the transaction privilege tax license or business privilege license for sole proprietorship; business privilege license **and** written partnership agreement for partnerships; or the Articles of Incorporation, Corporate By-laws **and** stock certificates for corporations. *NOTE: This information is used for reporting purposes only and is not a factor in evaluation.*

   We do not qualify as a minority owned business

5. Include information regarding your authorization to submit a proposal for the specified products and that you can provide the products if awarded a contract. Indicate if you are a bona fide dealer for the products in the proposal, or if you are a manufacturer of the products in the proposal.
   Ewing is a bona fide distributor for the products in the proposal.

   Ewing is a bona fide distributor for the products in the proposal. See Attached letter response: To: Mohave Arizona Cooperative Services

6. Provide a letter of reference from three (3) different Arizona public agencies where products and have been sold in the past five (5) years, for specific goods/services related to this solicitation. If you cannot provide three (3) Arizona public agency letters of reference, provide other public agency references. Include the reference letters in your response. Reference letters sent directly to Mohave on your behalf cannot be accepted. The letters of reference should provide the following information:
   - Organization's name and location
   - Organization's representative and contact information (phone and email address)
   - A brief description of the work, when and where the work was performed
   - Any specific issues that may be pertinent regarding the work performed
   - Letters shall be properly dated, signed and on organization's letterhead

See Attached Letters of Reference

Irrigation Golf Industrial

Date: 07 OCT 2014

To: Mohave Arizona Cooperative Services

From: Steve Montaño, Ewing Outside Sales Representative

The products entered in the 14R Irrigation and Landscaping work book and on a Ewing quote number submitted by Ewing to a Mohave member can be procured as an authorized manufacturer distributor and supplied by Ewing Irrigation, Golf and Industrial Products to its Mohave members.

Sincerely,

Steve Montaño

Ewing Irrigation Outside Sales Representative

MARANA

TOWN OF MARANA
PARKS AND RECREATION

October 6, 2014

Mohave Arizona Cooperative Purchasing

To Whom It May Concern,

Over the past five years, the Town of Marana Parks and Recreation Department has purchased on a regular basis through purchase order, blanket contract, point of sale, or sole distributor the following types of materials, supplies, and services from Ewing Irrigation;

Irrigation supplies, including pipe, fittings, automatic & manual valves, irrigation heads, drip system components, boxes, wire, etc.

Fertilizers, herbicides, and soil additives

Calsense irrigation controllers with in-house and field service

Landscaping, gardening and irrigation hand tools

Low voltage lighting systems and components

Our experience is that Ewing is a responsible and dependable company with knowledgeable and professional personnel. They go out of their way to take care of our needs and have helped us out in crises siturations more than once.

It is with complete confidence that I recommend Ewing Irrigation for your RFP.

Please call me at (520) 382-1954 or email tellis@marana.com if you have questions regarding our relationship with Ewing Irrigation.

Regards,

Tom Ellis
Director

11555 WEST CIVIC CENTER DRIVE ■ MARANA, ARIZONA 85653 ■ PH: (520) 382-1950
FAX: (520) 382-1951 ■ MARANA.PARKS@MARANA.COM

EWING
Irrigation Golf Industrial

Date: 08 OCT 2014

To: Mohave Arizona Cooperative Services

From: Steve Montaño, Ewing Outside Sales Representative

We have requested a letter of reference from several public agencies and as of 08 OCT 2014 we have only received one from the Town of Marana. The other public agencies that we requested the references from are the Sunnyside Unified School District and the City of Tucson. The Tucson Unified School District did reply that they could not give us a letter of reference do to state procurement policies, but they would welcome Mohave contacting them for information on our past purchased products. Do to the time lines for this proposal we are asking that Mohave receive what we currently have available.
Below is the contact person for Tucson Unified Schools.
Tucson Unified School District 1
1010 E. 10th Street Tucson Arizona, 85705
Kevin Startt,
(520) 225-6093
Kevin.startt@tusd1.org

Sincerely,
Steve Montaño
Ewing Irrigation Outside Sales Representative
(520) 465-1313
smontano@ewing1.com

Place after Tab 3b

Pricing Methodology Description

- ☐ Our pricing methodology is percent of discount off manufacturer's price list
- ☐ Published Price List
- ☐ Catalog
- ☒ Our pricing methodology is fixed pricing.
- ☐ Our pricing methodology is a combination of percent of discount off manufacturer's price, published Price List or catalog and fixed pricing.

Provide a description as to how your pricing will be managed under an awarded contract. If you are using fixed pricing, outline any contingencies for economic adjustments. (See **Basis for Pricing** in the Special Terms and Conditions.)

Ewing Irrigation will have one person assigned to manage the Mohave contract. That individual will be responsible for creating the order, ensuring correct pricing per the contract. Once the order has been created, it will be sent to one of our 17 Arizona branches for fulfillment. It is our intent to honor contract pricing for one year, barring any unforeseen circumstances. In that event, Mohave would be notified. Pricing will be adjusted on an annual basis, as allowed by the contract, based on any increases by the various manufacturers.

Volume Discount Description

Provide a description as to how your volume discounts (if offered) will be managed under an awarded contract.

Ewing pricing for the Mohave contract is based on volume, based on the expected value of the contract. No additional volume discounts are offered at this time.

Required Information – Primary Contract Documents

Place after Tab 4a

1. Provide Arizona Transaction Privilege (sales) Tax License Number: 07309650

   Do you collect city, county and/or other local sales tax in Arizona? *Yes* x *No* ___

   If yes, please check one:

   ☐ Our combined state, city, county and/or other local sales tax rate is __% (local rate).

   ☒ The sales tax rate varies by the location (e.g. ship-to-rate).

2. Mohave is established to offer a cooperative purchasing program "*which can be accomplished more efficiently and economically as a multi-district or multi-county operation.*"

   Efficiency and economy can be established through reduced bidding effort for members and vendors, management of a single contract, fewer price schedules to maintain, fewer contact persons, using Mohave as an extension of members' purchasing departments. Additionally, it is Mohave's assertion that a statewide contract available to over 430 public agencies results in economies of scale and lower prices than those received by bidding individual contracts, especially, but not limited to small member agencies.

   Will a contract based upon your proposal result in the efficiencies and economies described above?

   Yes x *No* ________

   If no, what efficiencies and economies would members receive from a contract based on your proposal?

   ____

   ____

3. Contact information for purchase orders:

   Physical Address 3441 E. Harbour Dr. Phoenix AZ, 85034

   Email Address rgraham@ewing1.com

   Fax (602) 431-9067

   Attention of Rilus Graham

4. Sales support by region:

Name	Region served	Phone
Steve Montano	AZ	(520) 465-1313
Doug Donahue	AZ	(480) 619-9943
Jake Ray	AZ	(480) 213-3663

5. Will you offer members a quick pay discount if payment is made within 10 or 20 days?
   Yes ____ No x If Yes, what is the discount for 10 days? ______ 20 days? ______

6. What is your general website (Internet) address? www.ewing1.com

7. Contacts for Mohave:

Main Mohave representative contact: Steve Montano

(Shall be the main point of contact for members and be responsible for member information requests.)

Title Outside Sale Representative Email address smontano@ewing1.com

Phone number (520) 465-1313 Fax (520) 791-9545

Contract Administrator contact: Steve Montano

(Shall be the main point of contact for Mohave Procurement/Contract Specialists. Shall be responsible for handling information requests from the Mohave specialists.)

Title Outside Sale Representative Email address smontano@ewing1.com

Phone number (520) 465-1313 Fax (520) 791-9545

Accounting contact: Lynda Jones

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title Credit Manager Email address ljones@ewing1.com

Phone number (602) 437-9530 Fax (602) 431-9067

Open Order Report/Status Report contact: Doug Donahue

(Shall be the main point of contact regarding open orders.)

Title Outside Sale Representative Email address ddonahue@ewing1.com

Phone number (480) 619-9943 Fax (480) 633-9530

Audit contact: Lynda Jones

(Shall be the main point of contact for Mohave Accounting Specialists.)

Title Credit Manager Email address ljones@ewing1.com

Phone number (602) 437-9530 Fax (602) 431-9067

Reconciliation contact: Rilus Graham

(Shall be the main point of contact for the reconciliation report.)

Title Senior Vice President Credit Admin Email address rgraham@ewing1.com

Phone number (602) 437-9530 Fax (602) 431-9067

Escalation contact: Jake Ray

(Shall be the main point of contact when an issue needs to be escalated above the main contact for the RFP/contract. ***This contact shall be a different individual than those named for the contacts listed above.*** *)*

Title Arizona Regional Manager Email address jray@ewing1.com

Phone number (480) 213-3663 Fax (480) 940-9269

8. **Payment remittance address** 3441 E. Harbour Dr. Phoenix AZ, 85034

Attn: Lynda Jones

City Phoenix State AZ ZIP 85034

Telephone (invoice questions) (602) 437-9530 FAX (602) 431-9067

Place after Tab 4a

Provide the requested customer support information for warranty service offered by your firm, as applicable.

☒ **Yes,** the following is applicable to our offer. (If yes, please provide the information below.)

☐ **No,** the following is not applicable to our offer.

Do you provide warranty for the items in the proposal? ☒ Yes ☐ No

If not, how do members obtain warranty service?

Provide the name and address of your facility that will provide warranty service, under an awarded contract. Additionally, provide a contact person and phone number for warranty service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Do you provide technical assistance via phone? ☒ Yes ☐ No If yes, provide a phone number and contact.

Phone Numbers and Contact Persons are listed on the warranty contact list.

How many technicians are located at each warranty/service facility that would serve a Mohave contract?

Three per warranty site list.

What is the value of parts inventory normally on hand at each warranty/service facility that would serve a Mohave contract?

Describe the steps a member should take to activate a warranty, if any. Member should verify if item is under warranty based on the manufacture warranty date. Member shall bring item to their local Ewing Branch for replacement based on manufacture warranty policies.

Provide the name and address of your facility that will provide warranty service, under an awarded contract. Additionally, provide a contact person and phone number for warranty service. If there is more than one facility, provide the names and addresses for all facilities. Attach a list if necessary.

Buckeye, AZ Lance Shuck 1031 N. Jackrabbit Trail Buckeye AZ 85326 Mon-Fri 6am to 5pm Sat 8am to 12pm	North Mesa, AZ Louie McPherson 2661 N. Ogden Rd Mesa, AZ 85215 Mon-Fri 6am to 5pm Sat 8am to 12pm	Phoenix, AZ Scott Wheeler 3441 E. Harbour Dr. Phoenix, AZ 85034 Mon-Fri 6am to 5pm Sat 8am to 12pm
Chandler, AZ Hunter Williams 6150 W. Chandler Blvd Chandler, AZ 85226 Mon-Fri 6am to 5pm Sat 8am to 12pm	Mesa, AZ JJ Markell 921 S. Horne Mesa, AZ 85204 Mon-Fri 6am to 5pm Sat 8am to 12pm	Central Phoenix, AZ Larry Naftzger 1811 W. Peoria Peoria, AZ 85029 Mon-Fri 6am to 5pm Sat 8am to 12pm
Deer Valley, AZ Ray Espinoza 21401 N. 21st Ave Phoenix, AZ 85027 Mon-Fri 6am to 5pm Sat 8am to 12pm	Peoria, AZ Jake Sommer 19085 N. 83rd Ave, Ste,B Peoria, AZ 85382 Mon-Fri 6am to 5pm Sat 8am to 12pm	West Phoenix, AZ Mario Ruiz 7920 W. Thomas Rd Phoenix, AZ 85033 Mon-Fri 6am to 5pm Sat 8am to 12pm
Pinnacle Peak, AZ TBA 7545 E. Adobe Dr Scottsdale, AZ 85255 Mon-Fri 6am to 5pm Sat 8am to 12pm	Scottsdale, AZ Roy mosel 8381 E. Gelding dr Scottsdale, AZ 85260 Mon-Fri 6am to 5pm Sat 8am to 12pm	Tucson, AZ Jesus Montano 4250 S. Station Master Dr Tucson, AZ 85714 Mon-Fri 6am to 5pm Sat 7am to 11am
Prescott Valley, AZ Miguel Pulido 8267 E. Pecos Dr Prescott Valley, AZ 86314 Mon-Fri 7am to 5pm Sat - Closed	Surprise, AZ Mike Mackey 17194 N. Dysart Rd Surprise, AZ 85378 Mon-Fri 6am to 5pm Sat 8am to 12pm	North Tucson, AZ Mike Debellis 4905 N. Shamrock Pl Tucson, AZ 85705 Mon-Fri 6am to 5pm Sat 7am to 11am
Queen Creek, AZ Dave Paetow 22030 S. Scotland Queen Creek, AZ 85142 Mon-Fri 6am to 5pm Sat 8am to 12pm	Tempe, AZ Frank Lopez 1221 E. Curry Rd Tempe, AZ 85281 Mon-Fri 6am to 5pm Sat 8am to 12pm	

Place after Tab 4b

Will members be required to sign any supplemental end-user agreements (sales, credit, repair.)?

☐Yes ☒No

If yes, review/revise your agreement(s) for any terms that conflict with the Mohave terms and conditions. In addition, review for the following common issues:

Acceptable agreements **shall** include:

- Non-appropriations clause;
- Contract or agreement must be governed by the laws of the State of Arizona;
- Net payment is thirty (30) days.

Agreements **shall not** include:

- Terms beyond one year;
- Waiver of right for a jury trial;
- Requirement of upfront payment by member when purchase order is placed;
- Entire agreement language;
- Auto-renewal language.

Attach your reviewed/revised agreement(s). **Unacceptable agreement(s) may render your proposal nonresponsive.** Do not assume a Request for Best and Final Offer will be issued to resolve conflicts within your agreement(s).

Letter received from contract vendor stating that the terms and conditions of the Mohave contract prevail over any conflicting invoice terms.
Added 1/6/16 MC.

[redacted]

1/5/2016

Mohave ESC
625 E Beale St.
Kingman, AZ 86401

Ref. Contract #14R-EWING-1212

This letter serves as confirmation that the terms set forth in your contract of Net 30 will prevail as we originally agreed to from the original contract date, and for as long as we are in contract with Mohave.

Thank you,

Ewing Irrigation

Lisa Rienstra
SW Spec and Public Agency Dev.
602-284-7964

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
EWING IRRIGATION PRODUCTS, INC.

[Quote]

See following pages.

EWING Irrigation & Landscape Supply

Home Office
3441 E. Harbour Drive, Phoenix, AZ 85034
602.437.9530
EwingIrrigation.com

*** CHARGE SALE *** 015 EWING, DEER VALLEY   ORDER NUMBER 9347926-A- 1
* ORDER CONFIRMED * 21401 N. 21ST AVE.   PAGE 1-
PHOENIX   850272633 ORDERED 2/12/2019 4:11PM
PHN (623)582-5083 FAX (623)582-2894 REQUESTED 2/12/2019
[redacted]: MOHAVE EDUCATIONAL SVCS CO-OP   SHIP TO: CHINO VALLEY
1014923 625 E BEALE ST
KINGMAN   AZ 86401
(928)753-6945
SPECIAL INSTRUCTIONS: ______

PO#:NEED PO PLEASE   BUYR: JASON OLSON   PH: ______   VIA:OUR TR
JOB: 14R.EWING.1212   EIP#:09695 BY: DOUG D   QUOTE#: ______

QTY ORDER	SUG SHIP	QTY SHIP	QTY B/O	ITEM	DESCRIPTION	LIST	NET	EXTENSION	LIN #
					COMMUNITY CENTER CONTROLLER				1
1				47012348	BL-3200XS-R48 48STA CNV SS XCB	7950.00	4770.000	4770.00	2
1				47020448	BL-5200XS-R48 48STA CNV SS XCB	3950.00	2370.000	2370.00	3
1				47001600	BL-CM4G-X/XS CELL MOD AT&T	2650.00	1590.000	1590.00	4
2				47051300	BL-XSP XS CAB BASE PEDESTAL	1775.00	1065.000	2130.00	5
					MEMORY PARK CONTROLLER				6
1				47011312	BL-3200X-R12 12STA LRG CAB CNT	5375.00	3225.000	3225.00	7
1				47001600	BL-CM4G-X/XS CELL MOD AT&T	2650.00	1590.000	1590.00	8
1				47001570	BL-ER-X ETHERNT 1000/3200 X/XS	2545.00	1527.000	1527.00	9
1				47022670	BL-ETH-SW ETHERNET SWITCH	500.00	300.000	300.00	10
1				47023312	BL-SUBSTNX-R12 12STA SUB X-CAB	3125.00	1875.000	1875.00	11
1				47001570	BL-ER-X ETHERNT 1000/3200 X/XS	2545.00	1527.000	1527.00	12
					MISC MATERIAL				13
1				47035400	BL-BHM400 4 HYDROMETER N/C	6800.00	4080.000	4080.00	14
1				47035200	BL-BHM200 2 HYDROMETER N/C	3000.00	1800.000	1800.00	15
1000	1000			22003010	14/2 BILINE WIRE BLUE 1000FT	930.00	339.450	339.45	16

FILLED BY ______
: #CARTONS : TOTAL LBS. : TRACKING NUMBER : DATE ______

: : : : DEL BY ______
DATE ______

2/12/2019 16:25:16   ORIGINAL

EWING Irrigation & Landscape Supply

Home Office
3441 E. Harbour Drive, Phoenix, AZ 85034
602.437.9530
EwingIrrigation.com

*** CHARGE SALE *** 015 EWING, DEER VALLEY — ORDER NUMBER 9347926-A- 1
* ORDER CONFIRMED * 21401 N. 21ST AVE. — PAGE 2-
PHOENIX — 850272633 ORDERED 2/12/2019 4:11PM
PHN (623)582-5083 FAX (623)582-2894 — REQUESTED 2/12/2019

[redacted]: MOHAVE EDUCATIONAL SVCS CO-OP — SHIP TO: CHINO VALLEY
1014923 625 E BEALE ST
KINGMAN AZ 86401
(928)753-6945

SPECIAL INSTRUCTIONS: Community Center/Memory Park
Baseline Quote Controller

PO#:NEED PO PLEASE BUYR: JASON OLSON PH: VIA:OUR TR
JOB: 14R.EWING.1212 EIP#:09695 BY: DOUG D QUOTE#:

QTY ORDER	SUG SHIP	QTY SHIP	QTY B/O	ITEM	DESCRIPTION	LIST	NET	EXTENSION	LIN #
4	4			17000287	3M DBR/Y-6 UL 2PK SPLICE KIT	5.55	3.924	15.70	17
2				17007315	5/8X8 GROUND ROD W/15' #6 BARE	127.45	62.760	125.52	18
2	2			38001070	910 CARSON 10IN TAN BOX/LID	27.56	17.914	35.83	19

ORDER CONTAINS SPECIAL ORDER NON STOCKING ITEM(S)
RETURN SUBJECT TO ADMINISTRATIVE APPROVAL

Want to save time? Login and save your favorite products on EwingIrrigation.com to order online and pick up in store.

SUB TOTAL	27300.50
TAX	2347.84
FREIGHT	
LABOR	
HANDLING	
TOTAL	29648.34

FIRM ______________________

BY ______________________

FILLED BY ______________
DATE ______________

: #CARTONS : TOTAL LBS. : TRACKING NUMBER
: : :

DEL BY ______________
DATE ______________

2/12/2019 16:25:16 ORIGINAL

Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
928-636-2646 (Phone)
928-636-2144 (Fax)

SHORT FORM AGREEMENT FOR IRRIGATION INSTALLATION SERVICES

THIS SHORT FORM AGREEMENT (this "Agreement") is entered into as of May 28, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and Abracadabra Landscape Corporation, an Arizona corporation (the "Contractor"), pursuant to Section 32.05 of the Town Code.

Section I – Project Information

1. Contractor will provide irrigation installation services at Community Center Park and Memory Park (the "Services"), as set forth in the Proposals attached hereto as Exhibit A and incorporated herein by reference.

2. Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration, American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

Section II – Compensation

The Town shall pay Contractor $13,081.12 for the Services.

Section III – Execution and Submission

By executing this Agreement, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated May 15, 2019 (the "Standard Terms and Conditions"), as set forth on the Town of Chino Valley website (http://www.chinoaz.net/173/Bid-Invitations), which are incorporated into this Agreement as if set forth fully herein, and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the Services set forth herein and upon written acceptance by the Town, it will have entered into a binding Agreement.

Signature: ___________________________________ Date: _______________________

Printed Name: ________________________________ Title: _______________________

Company Name: ____________________________________

Address: ____

City: ____________________________ State: ___________ Zip: ____________

Email Address: ________________________________ Telephone No. _________________

Amounts exceeding $25,000 will not be authorized and will require a formal procurement process.

CONTRACT AWARD (For Town of Chino Valley Use Only)

The Contractor shall not commence any billable work or provide any materials or service under this Agreement prior to the date this Agreement is executed by the Town.

Town of Chino Valley, an Arizona municipal corporation

____ Date: ______________________

Cecilia Grittman, Town Manager

Town Attorney Approval: A0520

EXHIBIT A
TO
SHORT FORM AGREEMENT
FOR
IRRIGATION INSTALLATION SERVICES

(Proposals)

See following pages.

ABRACADABRA LANDSCAPE CORP.

COMMERCIAL & RESIDENTIAL CONTRACTOR- ROC 200780
P.O. BOX 28 Litchfield Park, AZ 85340

Office 623-594-2773
EMAIL: design@abracadabralandscape.com

Irrigation Install Proposal

Date:	3/28/2019
Job Name:	TOWN OF CHINO VALLEY
Billing address	1527 North Road 1 East Chino Valley, AZ 86323
Job address	Chino Valley Community Center Park - E-Perkinsville RD & N RD 1 E
Attention:	Jason Olson Park Superintendent
Contacts:	928-636-264 EXT-1319
Project :1	Install Hydrometer & Baseline irrigation equipment provided by the Town of Chino Valley

	Scope of work	Unit	Total
47-man/hr	Install 4" BL-BHM400 Hydrometer flow Sensor/master valve east of backflow at pump station and all necessary equipment	$75.00	$3,525.00
1-man/hr	Install electrical wire from hydrometer to irrigation controller	$75.00	$75.00
	Irrigation technical labor subtotal	$75.00	$3,600.00
8-man/hr	Install BL-3200PSS-R48 48 station pedestal controller at pump station with all necessary electrical equipment	$75.00	$600.00
8-man/hr	Install BL-SUBSTN-48 station pedestal controller at pump station with all necessary electrical equipment	$75.00	$600.00
20-man/hr	Inspect irr-controllers & create KMZ files for irr-valve mapping	$750.00	$1,500.00
2	Irrigation controller misc. electrical install suppply's	$85.00	$170.00
	Irrigation technical labor subtotal	$75.00	$2,870.00
1	Travel -Per Diem Rates .54 per mile for 88 miles, Phoenix AZ To Chino Valley.	$47.52	$47.52
4	Lodging-Per Diem Rates $119 per night	$119.00	$476.00
4	Meals-Per Diem Rates $66 per night	$66	$264.00
	Travel Expence Total		$787.52
	Total		$7,257.52

ABRACADABRA LANDSCAPE CORP.

COMMERCIAL & RESIDENTIAL CONTRACTOR- ROC 200780
P.O. BOX 28 Litchfield Park, AZ 85340

Office 623-594-2773
EMAIL. design@abracadabralandscape.com

Irrigation Install Proposal

Date:	3/28/2019
Job Name:	TOWN OF CHINO VALLEY
Billing address	1527 North Road 1 East Chino Valley, AZ 86323
Job address	Palomino Road and N Road 1 Chino Valley,86323
Attention:	Jason Olson Park Superintendent
Contacts:	928-636-264 EXT-1319
Project :1	Install Hydrometer & Baseline irrigation equipment provided by the Town of Chino Valley

	Scope of work	**Unit**	**Total**
24-man/hr	Install 2" BL-BHM200 Hydrometer flow Sensor/master valve east of backflow at pump station and all necessary equipment	$75.00	$1,800.00
16-man/hr	Install electrical wire from hydrometer to irrigation controller	$75.00	$1,200.00
	Irrigation technical labor subtotal	$75.00	$3,000.00
8-man/hr	Install BL-3200PSS-R12 12 station pedestal controller at pump station with all necessary electrical equipment at library	$75.00	$600.00
8-man/hr	Install BL-3200PSS-R12 12 station pedestal controller at pump station with all necessary electrical equipment on the wall behind restrooms	$75.00	$600.00
20-man/hr	Inspect 2 irr-controllers & create KMZ files for irr-valve mapping	$750.00	$750.00
1	Irrigation controller misc. electrical install suppply's	$85.00	$85.00
	Irrigation technical labor subtotal	$75.00	$2,035.00
1	Travel -Per Diem Rates .54 per mile for 90 miles, Phoenix AZ To Chino Valley.	$48.60	$48.60
4	Lodging-Per Diem Rates $119 per night	$119.00	$476.00
4	Meals-Per Diem Rates $66 per night	$66	$264.00
	Travel Expence Total		$788.60
	Total		$5,823.60

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.e.**

Meeting Date:	05/28/2019
Contact Person:	Frank Marbury, Public Works Director/Town Engineer Phone: 928-636-7140 x-1226
Department:	Public Works
Item Type:	Action
Estimated length of staff presentation:	10 minutes
Physical location of item:	Chino Meadows Unit V Subdivision

AGENDA ITEM TITLE:

Consideration and possible action to award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley Community Development Block Grant (CDBG) Street Improvements project in the amount of $479,499.99.

RECOMMENDED ACTION:

Award a contract to Asphalt Paving & Supply, Inc. for the construction of the Chino Valley CDBG Street Improvements project in the amount of $479,499.99.

SITUATION AND ANALYSIS:

The Town of Chino Valley was awarded a Community Development Block Grant (CDBG) through the State of Arizona Department of Housing (ADOH) in the amount of $317,643 for the construction of street improvements in the Chino Meadows V neighborhood. Improvements will consist of installing 2-inches of hot mix asphalt over a gravel base course for the following streets: Cottonwood Dr., Sharon Rd., Jean Rd., Railroad Ave., Margie Dr., Pine Ct., Cottonwood Ln., Mylo Dr., Middle Dr., Little Doggie Draw, and Miles Dr.

The CDBG Grant will pay for $317,643 of the project. The Town's will pay the balance of $161,856.99 from the Capital Improvement Fund.

Public Works' Engineering staff developed construction plans, specifications, and estimates and advertised the project for bid solicitation on April 18, 2019. Bids were received on May 15, 2019 as follows:

Asphalt Paving & Supply, Inc. $479,499.99
Earth Resources Corporation $497,688.00

Other Pertinent Documents Available Upon Request:

Appendix 7___-1 CDBG Contract
in its entirety may be viewed online at www.chinoaz.net/agendacenter under the May 28, 2019 Council meeting link

Fiscal Impact

Fiscal Impact?:	479,499.99
If Yes, Budget Code:	03-60-5440
Available:	479,499.99
Funding Source:	

Project Funding Summary

CDBG Grant	$317,643.00
Town Capital Improvement Funds	$161,856.99
Total Project Cost	$479,499.99

Attachments

APS-CDBG Street Improvements 2019

Bid Schedule

CONSTRUCTION SERVICES CONTRACT
FOR DESIGN-BID-BUILD (DBB) PROJECT

THIS CONTRACT, made and entered into this _____ day of ____________, 2019, by and between the Town of Chino Valley, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "TOWN" and Asphalt Paving & Supply, Inc., hereinafter designated the "CONTRACTOR."

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1.0 CONSTRUCTION SERVICES

1.1 CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is known as and is hereinafter referred to as the Chino Valley Street Improvements and is generally described as follows: Construction work, in general, consists of furnishing all labor, materials, equipment, fixtures, and services required for the placement of hot mix asphalt in accordance with the plans, specifications, and other contract documents. The full scope of work is described in detail in the Contract Documents.

1.2 CONTRACTOR shall complete, provide and perform, or cause to be performed, all work in a proper and workmanlike manner, with appropriate consideration for public safety and convenience, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expediency consistent therewith all as more particularly described in the Contract Documents.

2.0 CONTRACT TIME

2.1 CONTRACTOR shall submit to TOWN, on or before the effective date of this Contract, a Critical Path Method (CPM) Construction Progress Schedule in Primavera compatible format, resource and cost loaded, indicating the times for starting and completing the various stages of the Work, including any Milestones specified in this Contract and as more fully described in the General Conditions and other Contract Documents. Revisions/updates to the CPM schedule shall be submitted to accurately reflect plans for completion of the work, but no less frequently than monthly.

2.2 Time is of the Essence. All of the time limits for Milestones, if any, for Substantial Completion and for Final Completion and readiness for final payments as stated in the Contract Documents, are of the essence for the Contract.

2.3 The Work shall be substantially complete within 30 working days after the date when the Contract Time commences to run as provided in the Notice to Proceed, and all Work shall be finally completed and ready for final payment in accordance with the Notice to

Proceed within 45 working days after the date when the Contract Time commences to run.

2.4 Failure of CONTRACTOR to perform any covenant or condition contained in the Contract Documents within the time periods specified herein, shall constitute a material breach of this Contract entitling TOWN to terminate the Contract unless CONTRACTOR applies for and receives an extension of time, in accordance with the procedures set forth in the Contract Documents.

2.5 Failure of TOWN to insist upon the performance of any covenant or condition within the time periods specified herein, shall not constitute a waiver of CONTRACTOR'S duty to perform every other covenant or condition within the designated periods, unless a specific waiver is granted in writing for each such covenant or condition.

2.6 TOWN's agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in the Contract Documents. Failure of CONTRACTOR to complete performance promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this Contract entitling TOWN to all the remedies set forth herein or provided by law.

3.0 LIQUIDATED AND SPECIAL DAMAGES

3.1 It is hereby agreed that the amounts per day set forth herein in paragraph 3.1.1 are reasonable estimates of such liquidated damages and that said amounts do in fact bear a reasonable relationship to the damage that would be sustained by TOWN, and CONTRACTOR agrees to pay such liquidated damages as herein provided.

3.1.1 TOWN and CONTRACTOR recognize that time is of the essence for this Contract and that TOWN will suffer financial loss, in addition to and apart from the costs described in Paragraph 3.2, if the Work and/or portions of the Work are not performed and completed within the times specified, plus any extensions thereof allowed in accordance within the Contract Documents. TOWN and CONTRACTOR also recognize the delays, expense, and difficulties involved in proving, through legal or arbitration proceedings, the actual loss suffered by TOWN if the Work or portion of the Work is not completed on time. Accordingly, instead of requiring any such proof, TOWN and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG Section 108.9] for each working day that expires after the time specified for substantial completion, until the Work is substantially complete. After Substantial Completion, if CONTRACTOR neglects, refuses or fails to complete the remaining Work within the Contract Time or any proper extension thereof granted by TOWN, CONTRACTOR shall pay TOWN Four Hundred Thirty dollars and no cents ($430.00) [or liquidated damages per MAG

Section 108.9] for each working day that expires after the time specified for Final Completion and readiness for final payment.

3.2 Special Damages: In addition to the amounts provided for liquidated damages, CONTRACTOR shall pay TOWN the actual costs reasonably incurred by TOWN for TOWN's PM/CM, if applicable, the Project Engineer and for engineering and inspection forces employed on the Work for each working day that expires after the time specified for Final Completion, including any extensions thereof made in accordance with the Contract Documents, until the Work is finally complete. The rate for inspection services for this contract is $70.00 per hour. The rate for the work by the Project Engineer for this Contract is $150.00 per hour. The rate for work by TOWN is $80.00 per hour. Each of these hourly rates is calculated at time and one half for work required to be performed during other than normal business hours.

3.3 TOWN may withhold and deduct from any payment due to CONTRACTOR the amount of liquidated damages, special damages, and other costs, such as CONTRACTOR'S failed testing costs or damages to other TOWN property, from any moneys due CONTRACTOR under the Contract.

4.0 CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, an amount in current funds not to exceed the sum of Four Hundred Seventy-Nine Thousand Four Hundred Ninety-Nine dollars and Ninety-Nine cents ($479,499.99) as more specifically set forth in CONTRACTOR'S bid, and any additional amounts agreed to pursuant to valid Change Order, approved by TOWN.

5.0 CONTRACT DOCUMENTS

The following documents are pertinent to the Project: (Place N/A in the blanks which are not applicable to this Contract).

5.1 This Contract (pages C-1 to C-8, inclusive).

5.2 Addenda consisting of Number 1 inclusive.

5.3 The project Special Provisions (pages SP-1 to SP-4, inclusive)

5.4 The improvement plans (attached).

5.5 Performance Bond ( ) and Payment Bond ( ).

5.6 The approved CPM Construction Schedule dated_____.

5.7 The project General Conditions (pages GC-1 to CG-78, inclusive).

5.8 The project Supplementary Conditions (pages SC-1 to SC-4, inclusive).

5.9 Notice to Proceed dated _________.

5.10 CONTRACTOR'S List of Subcontractors (pages B-6) inclusive.

5.11 CONTRACTOR'S Schedule of Manufacturers and Suppliers of Major Equipment and Material
Items (page B-7).

5.12 The following which may be delivered or issued after the Effective Date of this Contract and are not attached hereto:

A. Written Attachments
B. Work Change Directives
C. Change Order(s)

6.0 MISCELLANEOUS

6.1 This Agreement shall inure to the benefit of, and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

6.2 This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

6.3 This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.4 This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

6.5 CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the Work to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the Work, required by the Contract Documents. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, Subcontractors and their agents and employees, and other persons performing any of the Work under any Contract Documents.

6.6 Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if they so elect in the event of a dispute hereunder.

6.7 Under Section 38-511, Arizona Revised Statutes, as amended, TOWN may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of TOWN is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event TOWN elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, TOWN agrees to immediately give notice thereof to Contractor.

6.8 All notices and demands required or permitted by this Contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section.

TOWN:
Cecilia Grittman
Town Manager
Town of Chino Valley
202 N State Route 89
Chino Valley, AZ 86323

CONTRACTOR:
Mike McCormick
President
Asphalt Paving & Supply, Inc.
2425 N. Glassford Hill Rd.
Prescott Valley, AZ 86314

6.9 No amendment or waiver of any provision of these Contract Documents nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

6.10 No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN specifically reserves and shall have all rights and remedies available to it under the provisions of the Contract Documents.

6.11 Immigration Law Compliance Warranty:

6.11.1 As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.2 If Contractor uses any subcontractors in performance of the Work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program.

6.11.3 A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A).

6.11.4 Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times.

6.11.5 If state law is amended, the parties may modify this paragraph consistent with state law.

6.12 Equal Treatment of Workers: CONTRACTOR shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the WORK. CONTRACTOR shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). CONTRACTOR shall protect and indemnify TOWN and its representatives against any claim or liability arising form or based on the violation of such, whether by CONTRACTOR or its employees.

6.13 Non-Boycott of 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 of Israel, as that term is defined in Arizona Revised Statutes § 35-393.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first written above.

TOWN OF CHINO VALLEY

By: ________________________________
Darryl Croft, Mayor

ATTEST:

____
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

____
Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

CONTRACTOR

____

By:______________________________

Title:____________________________

NAME OF BIDDER: Asphalt Paving & Supply, Inc.

TOWN OF CHINO VALLEY

CHINO VALLEY STREET IMPROVEMENTS

BID SCHEDULE

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	Contractor Funding Source Code
1	Mobilization / Demobilization	1	LS	7,227.99	7,227.99	
2	Traffic Control	1	LS	30,000.00	30,000.00	
3	Construction Staking	1	LS	1,150.00	1,150.00	
4	2-inch Asphalt Concrete, ½" Marshall Mix Design, PG 64-22	3,553	TON	99.00	351,747.00	
5	Adjust Manhole Frame & Cover	35	EA	1,000.00	35,000.00	
6	Adjust Cleanout Frame & Cover	5	EA	875.00	4,375.00	
7	Contract Allowance	1	LS	$50,000.00	$50,000.00	

Project Name: Chino Valley Street Improvements

Total Bid Price (Items 1-7 Inclusive)	$ 479,499.99 (In Numbers)

FOUR HUNDRED SEVENTY-NINE THOUSAND FOUR HUNDRED NINETY-NINE Dollars

NINETY-NINE Cents

(In Words)

In evaluating Bids, discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Bidders are required to fill in all blank spaces with an entry. Bids submitted with blank spaces may be considered "Non-Responsive".

Quantities shown in this bid schedule are approximate only, and are used for the purpose of bid comparison.

In submitting this Bid, it is understood that the right to reject any and all Bids and to waive irregularities in the Bidding has been reserved by Town.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.f.**

Meeting Date:	05/28/2019
Contact Person:	Joe Duffy, Finance Director Phone: 928-636-2646 x-1211
Department:	Finance
Item Type:	Action-Presentation
Estimated length of staff presentation:	5 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve using $300,000 out of the Town's General Fund Contingency Account to reduce the PSPRS unfunded liability amount. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Approve using $300,000 from FY 2018/2019 Contingency Funds to reduce the PSPRS unfunded liability.

SITUATION AND ANALYSIS:

The Chino Valley Police Department's Retirement plan is part of the Arizona Public Safety Personnel Retirement System (PSPRS).

Annually PSPRS performs an actuarial valuation of the members covered by PSPRS to measure the funding progress and to determine the contribution rate for the next fiscal year.

In Fiscal Year 2017 the Town contributed $300,000 towards the unfunded liability. The percent funded increassed from 55.5% to 60.0% Ideally the Town should have the plan 100% funded. Additional funding each year will have a positive inpact on the Towns annual contribution rate.

In order to increase the funded percentage each year the Town should make additional contributions to the plan. As of June 30, 2018 the Town had an unfunded liability of $3,531,293.

Staff is recommending the Town make an extra contribution each year from unused contingency funds in the General Fund. .

Staff is requesting approval to use $300,000 to reduce the PSPRS unfunded liability.

Fiscal Impact

Fiscal Impact?:	Yes
If Yes, Budget Code:	01-95-5600
Available:	$300,000

Funding Source:

Funding will come from unused Contingency Funds in the General Fund Budget.

Attachments

PSPRS Summary

Present Value of Future Benefits and Accrued Liability – Tier 1 & 2

	June 30, 2017	June 30, 2018
Pension		
A. Accrued Liability		
1. For retirees and beneficiaries	$ 5,608,722	$ 5,584,692
2. For DROP members	-	-
3. For inactive/vested members	188,459	173,642
4. For present active members		
a. Value of expected future benefit payments	4,097,408	4,930,359
b. Value of future normal costs	(1,716,616)	(1,856,452)
c. Active member accrued liability: (a) - (b)	2,380,792	3,073,907
5. Total accrued liability	8,177,973	8,832,241
B. Present Assets (Funding Value)	4,537,847	5,300,948
C. Unfunded Accrued Liability: (A.5) - (B)	3,640,126	3,531,293
D. Stabilization Reserve	-	-
E. Net Unfunded Accrued Liability: (C) + (D)	$ 3,640,126	$ 3,531,293
F. Funding Ratio: (B) / (A.5)	55.5%	60.0%
Health		
A. Accrued Liability		
1. For retirees and beneficiaries	$ 94,577	$ 74,074
2. For DROP members	-	-
3. For present active members		
a. Value of expected future benefit payments	120,257	131,803
b. Value of future normal costs	(39,669)	(38,316)
c. Active member accrued liability: (a) - (b)	80,588	93,487
4. Total accrued liability	175,165	167,561
B. Present Assets (Funding Value)	260,399	268,250
C. Net Unfunded Accrued Liability: (A.4) - (B)	$ (85,234)	$ (100,689)
D. Funding Ratio: (B) / (A.4)	148.7%	160.1%

Impact of Extra Contributions

Extra Contribution in $(000)	$0	$100	$200	$300	$400	$500	$600	$700	$800	$900	$1,000
Impact on:											
- June 30, 2018 Funded Status	60.0%	61.2%	62.3%	63.5%	64.6%	65.8%	67.0%	68.1%	69.3%	70.4%	71.6%
- FYE 2020 Contribution Rate	30.82%	30.25%	29.67%	29.10%	28.53%	27.95%	27.38%	26.81%	26.24%	25.66%	25.09%

Based on the June 30, 2018 actuarial valuation, the table above shows the hypothetical change in the funded status and contribution rate due to each additional $100,000 in market value.

TOWN OF CHINO VALLEY
COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting **7.g.**

Meeting Date:	05/28/2019
Contact Person:	Susan Goodwin, Town Attorney
Department:	Town Attorney
Item Type:	Action-Presentation
Estimated length of staff presentation:	10 minutes
Physical location of item:	N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

RECOMMENDED ACTION:

Adopt the forms of Uniform Video Service Application/Affidavit and Uniform Video Service License as required by A.R.S. Section 9-1411 as the standard forms for the Town for Uniform Video Services Application/Affidavit and Uniform Video Services License.

SITUATION AND ANALYSIS:

In 2018, the state legislature adopted Chapter 331 related to cable television regulation. Cable television is now referred to as "video services," at least as to incumbent providers who elect to terminate their existing cable television licenses after December 31, 2018.

A.R.S. Section 9-1411B provides: "On or before July 1, 2019, each local government shall adopt a standard form of uniform video service license agreement for video service providers to be used by the local government and a standard form of application and affidavit as described in section 9-1414. A local government shall prescribe other forms only as necessary to implement this chapter."

A subcommittee of the Statewide Telecom Group (government entities) that participated with other entities to prepare these documents recommends that the documents be adopted by the Town Council. A representative of Cox Communications will have a representative present at this Council meeting.

Prior to December 31, 2019, the Council will be asked to repeal the Town's current Cable Television Regulatory Ordinance and adopt an ordinance that complies with Chapter 331. Staff is also revising it right-of-way regulations for persons and entities who work in the right-of-way. If there are any updates that need to be made, this will be brought to the Council.

Cable companies that have existing licenses may elect to terminate those licenses and use the Uniform Video Service License. This must occur between January 1, 2020 and June 30, 2020. No Council approval will be required or permitted. If the election is not made, the existing license will continue until its expiration as set forth in that license. The Town's license with CableOne expires in 2031.

Other Pertinent Documents Available Upon Request:
Appendix _____ - SB 1140 (Laws 2018 Ch. 331)

Fiscal Impact

Attachments

Video Service License Agreement
Video Services Application and Affidavit

Uniform Video Service License Agreement
Date of Issuance:__________

This Uniform Video Service License Agreement ("License") is made on the date of issuance hereof by and between the Town of Chino Valley, an Arizona municipal corporation ("Licensor") and _______________, a __________________ _________________ ("Licensee").

WHEREAS, Licensee has filed a completed application and affidavit under Title 9, Chapter 13, Arizona Revised Statutes ("Licensing Statute"), for Licensor to issue a Uniform Video Service License to Licensee; and

WHEREAS, Licensee is authorized under the laws of the State of Arizona to provide Cable Service.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and the mutual covenants set forth herein, the Parties agree as follows:

1. Definitions. Capitalized terms that are not defined herein have the same meaning prescribed in the Licensing Statute, including A.R.S. Section 9-1401.

2. Licensee Information. The following appear on Exhibit A attached hereto and are incorporated herein by this reference:

2.1 The name of Licensee, its type of entity and its jurisdiction of formation.

2.2 The address and telephone number of Licensee's principal place of business.

2.3 The names, titles and addresses of Licensee's principal executive officers or general partners.

2.4 The names, titles, telephone and fax numbers and email addresses of any persons authorized to represent Licensee before Licensor.

3. Grant of License. Under the Licensing Statute, Licensor hereby issues to Licensee, and Licensee hereby accepts from Licensor, a nonexclusive Uniform Video Service License.

3.1 The Service Area in which this License authorizes Licensee to provide Video Service in the area described on Exhibit B attached hereto and incorporated herein by this reference.

3.2. Licensor grants Licensee authority in the delivery of Video Service to use and occupy, and to construct and operate a Video Service Network in, Highways in the Service Area in compliance with the Licensing Statue and this License.

3.3 Licensee may operate and maintain facilities installed in the Highways in the Service Area to provide services pursuant to and subject to all the following: A.R.S. Section 9-584 and A.R.S. Title 9, Chapter 5.

4. Licensee Compliance with Law. Licensee shall comply with and be subject to:

4.1 All valid and enforceable federal and state laws.

4.2 All generally applicable, nondiscriminatory Local Laws, including highway use, mapping, insurance, performance bonds, security fund, indemnification, letter of credit or similar requirements that apply to the use and occupation of any highway and that conform to the Licensing Statute.

4.3 All public, education and government programming requirements of the Licensing Statute.

4.4 All customer service rules of the Federal Communications Commission under 47 Code of Federal Regulations Section 76.309(c) applicable to Cable Operators.

4.5 All consumer privacy requirements of 47 United States Code Section 551 applicable to Cable Operators.

5. Commencement of Video Service; Revocation. If Licensee is an incumbent cable operator, Licensee shall begin to provide Video Services under this License on the date of issuance of this license. If Licensee is not an incumbent cable operator, Licensee shall provide video service to at least one subscriber within each service area authorized by this License not later than twenty-four months after the date of issuance of this License. Failure of a non-incumbent cable operator to provide video service to at least one subscriber within each service area as set forth above shall result in revocation of this License unless the Licensee establishes to the satisfaction of the Town that such failure was for reasons beyond the Licensee's control.

6. License Fee. Licensee is required to pay the License Fees required under the Licensing Statute and all other lawful fees, taxes and charges imposed by Licensor. The initial rate of the License Fee shall be [five (5)] percent.

7. Federal Filing Requirement. Licensee is required to file in a timely manner with the Federal Communications Commission all forms required by that agency before Licensee offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

8. Term. The term of this License is ten (10) years and shall begin on the date of issuance.

9. Compliance with Law. Licensor and Licensee agree that they are subject to and must comply with the Licensing Statute. This License is subject to A.R.S. Section 38-511.

Licensor	**Licensee**
Town of Chino Valley, an Arizona municipal corporation	
By: ______________________________	By :______________________________
Its:___________________________	Its: ___________________________
Date: ___________________________	Date: ___________________________

ATTEST:

____
Town Clerk

APPROVED AS TO FORM:

____
Town Attorney

STATE OF ____________________)
) ss.
County of ____________________)

The foregoing instrument was acknowledged before me this _____ day of _________________, 20__ by ______________, the _______________ of _______________, a _______________ on behalf of Licensee.

(Seal)

____
Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _________________, 20__ by _______________, Mayor of the Town of Chino Valley, an Arizona municipal corporation, on its behalf.

(Seal) ___________________________________

EXHIBIT A

[Information about Licensee]

I. Licensee:

Date:		
Applicant's Name:		
Principal Place of Business		
Phone:	Address:	
City:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Licensee's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Licensee before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

EXHIBIT B

[Service Area]

APPLICATION AND AFFIDAVIT FOR UNIFORM VIDEO SERVICE LICENSE

(Pursuant to Title 9, chapter 13, Arizona Revised Statutes)

Local Government: Town of Chino Valley, Arizona

I. Applicant:

Date:		
Applicant's Name:		
Principal Place of Business~~:~~		
Phone:	Address:	
City/Town:	State:	Zip:
Type of Entity:	Jurisdiction of Formation:	Email:

II. Applicant's principal executive officers or general partners:

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

Name:	Title:
Address:	

III. Person(s) authorized to represent Applicant before Local Government:

Name:		Title:
Address:		
Phone:	Fax:	Email:

Name:		Title:
Address:		
Phone:	Fax:	Email:

IV. Check one pursuant to Arizona Revised Statutes Section 9-1411(C)(4):

☐ **Applicant is an Incumbent Cable Operator as provided in Arizona Revised Statutes, Section 9-1401(13).**

☐ **Applicant is <u>not</u> an Incumbent Cable Operator. The date on which the Applicant expects to provide Video Services in the Service Area identified below under Section 9-1411(C)(5) is:**

Date:

V. For All Applications:

A. Applicant will timely file with the Federal Communications Commission all forms required by that agency before Applicant offers Video Service in the Service Area, including the forms required by 47 Code of Federal Regulations Section 76.1801.

B. The term of the uniform video service license shall be (not to exceed ten years):

Years

C. Applicant agrees to pay all lawful fees and charges imposed by Local Government as provided in Arizona Revised Statutes, Section 9-1414(B)(4).

D. Applicant agrees to notify Local Government in writing of changes to the above information within thirty days after the change occurs as provided in Arizona Revised Statutes, Section 9-1414(B)(2).

E. Provide an exact description of the Service Area as set forth in Arizona Revised Statutes, Section 9-1411(C)(5), as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.

Select one:

The Service Area consists of all the territory within the Boundaries of Local Government:

The Service Area consists of all the territory within the area described on attached Exhibit A.

Applicant Verification

I certify that the information contained in this application for a video service license in the Town] of Chino Valley, Arizona is true and correct. I further affirm that I am authorized by __________________ [NAME OF APPLICANT] to file this application on behalf of applicant and to bind the applicant with respect to the representations made in Section V, Paragraphs A through D of this application. A copy of the authorization is attached to this application.

Name and Title (printed):	
Signature:	*Date:*

Local Government Receipt

The foregoing Application and Affidavit for Uniform Video Service License was received by Local Government this _____ day of _____________, 202#; at ______________.

Chino Valley, an Arizona municipal corporation ("Local Government")

____
By

____
Print Name

____
Title

____
Address

____
Town, State, Zip

SDG:sdg 3524248.1 5/23/2019

Phone

Fax

Email

Date