



## Town of Chino Valley

### MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING  
TUESDAY, AUGUST 13, 2019  
6:00 P.M.**

**Council Chambers  
202 N. State Route 89  
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. Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)
  - b. Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.
  - c. Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

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 Grittmann 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 adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network. (Scott Bruner, Community Services Director)
- b. Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of \$53,218.23 and a Parks Utility Cart in the amount of \$24,842.58, totaling \$78,060.81. (Scott Bruner, Community Services Director)
- c. Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of \$ \_\_\_\_\_. (Chuck Wynn, Police Chief)
- d. Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of \$29,446.48. (Frank Marbury, Public Works Director/Town Engineer)
- e. Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc. (Frank Marbury, Public Works Director)
- f. Consideration and possible action to accept the July 16, 2019, study session minutes.

## 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. Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraiso Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley. (Jami Lewis, Town Clerk)

Recommended Action:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for El Paraiso.

- b. Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply. (Frank Marbury, Public Works Director)

Recommended Action: Execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

- c. Consideration and possible action to authorize Water Attorney Bill Staudenmaier and Manager Gritman to purchase 20 acre feet of assured water supply for \$20,000 an acre foot. (Cecilia Gritman, Town Manager)

Recommended Action: Authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Gritman to purchase 20 acre feet of assured water for \$20,000 an acre foot, for a total of \$400,000.00.

## 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.*

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town's position and instruct the attorneys for the Town regarding the Town's position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

## 9. ACTION ITEMS RESUMED

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

## 10. ADJOURNMENT

Dated this 8th day of August, 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:** 08/13/2019  
**Contact Person:** Chuck Wynn, Police Chief  
 Phone: 928-636-2646 x-1258  
**Department:** Police  
**Estimated length** 5 minutes  
**of Staff Presentation:**  
**Physical location of item:** n/a

#### AGENDA ITEM TITLE:

Announcement regarding the retirement of the Police Department's K9, Gus. (Chuck Wynn, Police Chief)

#### SITUATION & ANALYSIS:

Announce the retirement of our K9, Gus.

#### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

2.b.

**Meeting Date:** 08/13/2019  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Council  
**Estimated length** 10 minutes  
**of Staff Presentation:**  
**Physical location of item:** Chino Valley Public Library

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#### AGENDA ITEM TITLE:

Report by Elizabeth Vicory on the results of the Summer Fun Kids Club held at the Library.

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#### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

2.c.

**Meeting Date:** 08/13/2019  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Council  
**Estimated length** 10 minutes  
**of Staff Presentation:**  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Presentation by Jeff Frohock and Lorette Brashear regarding a proposal to establish a repertory theater in the Town. (Cyndi Thomas, Assistant Community Services Director)

### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6.a.

**Meeting Date:** 08/13/2019  
**Contact Person:** Scott Bruner, Community Services Director  
 Phone: 928-636-2687 x-1237  
**Department:** Community Services  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** Chino Valley Public Library

#### AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network.

#### RECOMMENDED ACTION:

Adopt Resolution No. 2019-1145 approving an Intergovernmental Agreement with Yavapai County Free Library District for library support services and membership in the Yavapai Library Network.

#### SITUATION AND ANALYSIS:

The Yavapai County Free Library District is a special taxing subdivision of the State of Arizona that was established in 1987 to provide library services to participating town and city libraries and unincorporated areas in Yavapai County.

The Town of Chino Valley has determined it in their best interest to enter into an agreement whereby the DISTRICT shall provide data services, support, and other library services to the Town of Chino Valley Library.

The term shall be from July 1, 2019 through June 30, 2020 and shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

RES 2019-1145 YLN IGA

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## RESOLUTION NO. 2019-1145

### A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY FREE LIBRARY DISTRICT FOR LIBRARY SUPPORT SERVICES AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK.

**BE IT RESOLVED** by the Mayor and Common Council of the Town of Chino Valley, Yavapai County, Arizona as follows:

SECTION 1. The Intergovernmental Agreement with Yavapai County Free Library District for Library Support Services and Membership in the Yavapai Library Network (the "Agreement") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and 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 August 13, 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. 2019-1145 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on August 13, 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. 2019-1145

[Agreement]

See following pages.

**AGREEMENT FOR LIBRARY SUPPORT SERVICES  
AND MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK  
BETWEEN THE YAVAPAI COUNTY FREE LIBRARY DISTRICT AND  
THE TOWN OF CHINO VALLEY**

This Agreement for Library Support Services and Membership in the Yavapai Library Network (hereinafter referred to as this “Agreement”) is made and entered into July 1, 2019, by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as “DISTRICT”), and the Town of Chino Valley, an Arizona municipal corporation (hereinafter referred to as “MEMBER LIBRARY”). DISTRICT and MEMBER LIBRARY may each be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

**WHEREAS**, DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

**WHEREAS**, DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

**WHEREAS**, DISTRICT, various municipalities, boards, and other entities recognize the need to cooperate in the provision of library services and have since 1985 formed a consortium of public, school, academic, and special libraries known as the Yavapai Library Network (hereinafter referred to as “YLN”); and,

**WHEREAS**, YLN better serves the needs of libraries in Yavapai County through mutual cooperation, resource sharing, and the use of common technology standards for library products and services; and,

**WHEREAS**, MEMBER LIBRARY wishes to become a member of the YLN and participate in the YLN; and,

**WHEREAS**, MEMBER LIBRARY wishes to join together with DISTRICT and YLN to cooperate in the provision of library products and services in Yavapai County; and,

**WHEREAS**, MEMBER LIBRARY is classified as a(n):

☐ **PUBLIC LIBRARY**, which is a library, open to the general public, that does not charge Yavapai County residents to obtain a library card or checkout an item that is available for checkout in any library in the Yavapai Library Network;

☐ **SCHOOL LIBRARY**, which is a library that only serves K-12 students, faculty, and staff

that attend the school or are part of the school district where the library is located. A School Library is not open to the general public;

☐ **ACADEMIC LIBRARY**, which is a library that supports a college or university, that may or may not be open to the general public, and serves the students, faculty, and staff of the college or university; or

☐ **SPECIAL LIBRARY**, which is a library that gives the general public access to its collection, but does not allow items in its collection to leave the library premises; and,

**WHEREAS**, the Parties have determined that it is in their mutual interest to enter into an agreement whereby DISTRICT shall provide data services, support, and other library services to MEMBER LIBRARY, subject to the terms and conditions set forth herein.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual promises and conditions set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to become legally bound, agree as follows:

1. **Term of Agreement.** The initial term of this Agreement shall commence on July 1, 2019, and shall continue through June 30, 2020. Thereafter, this Agreement shall automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.
2. **Termination.**
  - 2.1. **Termination for Convenience/Without Cause.** The Parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other Party specifying the termination date.
  - 2.2. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming a breach shall provide written notice to the Party for which a breach is alleged, with said notice setting forth the factual basis for the determination that a breach has occurred. If the alleged breach is not remedied within fifteen (15) days of receipt of the notice by the Party for which a breach is alleged, this Agreement may terminate, at the option of the Party alleging a breach.
  - 2.3. **Residual Obligations.** Unless otherwise expressly agreed by the Parties, all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties. MEMBER LIBRARY agrees to forfeit any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.
  - 2.4. **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation pursuant

to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

**3. DISTRICT Duties and Obligations for Library Support Services.** DISTRICT hereby agrees to:

- 3.1. Assign, within budgetary and resources limitations, technical, professional, and management staff to meet the normal service requirements of MEMBER LIBRARY and YLN. Examples of normal service requirements include cataloging, routine system maintenance, upgrades, backups, and recovery.
- 3.2. Timely notify MEMBER LIBRARY of system changes and scheduled system outages.
- 3.3. Work cooperatively with vendors, MEMBER LIBRARY, YLN, and others to ensure compliance with industry standards and to ensure the success of on-going system operations.
- 3.4. Act as YLN's host, fiscal, and administrative agent to ensure continued delivery of library services to MEMBER LIBRARY and to facilitate the stability and operations of YLN.
- 3.5. Provide dedicated hardware and software resources to be housed in a secure environment and incorporate sufficient bandwidth to allow MEMBER LIBRARY to readily access the resources of the YLN.
- 3.6. Provide periodic operational status reports to inform MEMBER LIBRARY of the nature, type, and status of services being rendered by DISTRICT.
- 3.7. Provide technical management services for YLN systems including, but not limited to, maintenance and systems administration that supports the operation of the Integrated Library System (ILS).
- 3.8. Evaluate all equipment that interfaces directly with DISTRICT or YLN services to ensure compatibility.
- 3.9. Apply enhancements to the ILS, with the advice and recommendations of the YLN Steering Committee, deems necessary.
- 3.10. Allocate financial resources, as DISTRICT deems necessary, for the stability, growth, and enhancement of YLN.
- 3.11. Gather statistics and other information, as required, for establishing annual billing amounts payable by MEMBER LIBRARY to ensure the continuity of YLN operations. Statistics gathered will be based on a full calendar year, if possible.
- 3.12. Provide MEMBER LIBRARY an estimated annual cost of operation assessment with anticipated benefits for MEMBER LIBRARY no later than January 15 each year.

**3.13.** Provide MEMBER LIBRARY an annualized invoice for MEMBER LIBRARY's Membership Fee no later than March 15 each year in accordance with the methodology in the "MEMBERSHIP FEE" document attached hereto as Exhibit A.

**3.14.** Notify MEMBER LIBRARY of any determination by DISTRICT to withdraw from oversight of and/or participation in YLN no less than one (1) year prior to the effective date of any such determination.

**3.15.** Additional duties and obligations if MEMBER LIBRARY is a School Library or Academic Library, as more fully described on the "REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY" document attached hereto as Exhibit B.

**4. MEMBER LIBRARY Duties and Obligations for Library Support Services.** MEMBER LIBRARY hereby agrees to:

**4.1.** Coordinate with DISTRICT prior to the acquisition of any hardware or software intended to interface with YLN designated systems to ensure proper functionality and compatibility for MEMBER LIBRARY.

**4.2.** And understands that DISTRICT reserves the right to decline to connect any hardware and/or software determined by DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of DISTRICT or YLN.

**4.3.** Designate an individual who can resolve computer problems and who is responsible for consulting with DISTRICT regarding matters relating to the operation of the automated system.

**4.4.** Purchase, operate, and maintain, at MEMBER LIBRARY's sole expense, its circulation, cataloging, and public access stations and telecommunications equipment.

**4.5.** Provide, at MEMBER LIBRARY's sole expense, Internet connectivity with sufficient bandwidth to meet MEMBER LIBRARY's needs and any requirements established by DISTRICT or YLN.

**4.6.** Pay all fees and charges pursuant to this Agreement no later than 30 days following receipt of an invoice for said fees or charges.

**4.7.** Clearly check the appropriate box below indicating whether MEMBER LIBRARY is an Affiliate Library of DISTRICT pursuant to A.R.S. § 11-903(A) (hereinafter referred to as "Affiliate Library"):

☐ MEMBER LIBRARY is an Affiliate Library.

☐ MEMBER LIBRARY is NOT an Affiliate Library.

**4.7.1.** If MEMBER LIBRARY is an Affiliate Library, then MEMBER LIBRARY agrees to the following additional duties and obligations as an Affiliate Library as follows:

- 4.7.1.1** Affiliate Library shall provide equal access to use an Affiliate Library's facilities and services, including core services such as borrowing privileges and computer use, if available, free of charge, to all the residents of Yavapai County.
- 4.7.1.2** DISTRICT and Affiliate Library shall cooperate in planning and implementing resource sharing activities acceptable to DISTRICT and Affiliate Library. Shared resources shall be free to Yavapai County residents, except if there are inter-library loans or materials from a lending library that is not a member of the YLN. If the lending library is not a member of the YLN, then postage recovery costs for library materials sent to and from the library that is not a member of the YLN may be passed on to the user up to a total cost of \$6.00 per item or transaction.
- 4.7.1.3** DISTRICT acknowledges that the services to be performed by the Affiliate Library have a value to the residents of Yavapai County and that if Affiliate Library did not perform library services for its community, then DISTRICT may have to bear the costs of providing library services to residents benefitting from the Affiliate Library.
- 4.7.1.4** Affiliate Library may be eligible for a distribution of funds from DISTRICT according to the formula as set forth in "ANNUAL CONTRIBUTIONS TO AFFILIATE LIBRARY" attached hereto as Exhibit C.
  - 4.7.1.4.1** Affiliate Library agrees and acknowledges that DISTRICT, in its sole discretion, may or may not allocate funds for an annual contribution, and that if funds are allocated for an annual contribution, the amounts may fluctuate from year-to-year. The estimated allocated amount, if any, and conditions, if any, will be provided to Affiliate Library on or before March 15 of each year.
  - 4.7.1.4.2** Affiliate Library agrees and acknowledges that the combined contribution for funds for Fiscal Year (FY) 2019-20 for Affiliate Libraries, before the Contribution Formula is applied, is \$1,675,000, as evidenced on Exhibit C.
  - 4.7.1.4.3** Affiliate Library may receive an annual contribution so long as Affiliate Library is a member of the YLN.

**4.7.1.4.4** If Affiliate Library receives funds from DISTRICT, then Affiliate Library shall solely use funds received from DISTRICT to directly support Affiliate Library, and Affiliate Library shall provide a certification on or before June 30 of each year that Affiliate Library has solely used funds from DISTRICT to directly support Affiliate Library. DISTRICT shall provide the certification form for Affiliate Library to use on or before May 31 of each year. DISTRICT may also request an annual accounting from Affiliate Library describing the manner and use of DISTRICT funds, and Affiliate Library shall provide the annual accounting to DISTRICT within thirty (30) days of receipt of such request.

**4.7.1.4.5** Affiliate Library agrees and acknowledges that all unused funds Affiliate Library receives from DISTRICT in a fiscal year shall be forfeited to DISTRICT.

**4.7.1.5** Affiliate Library agrees and acknowledges that contributions and funds that are declared for a specific purpose shall be used for their declared purpose.

**4.7.1.6** Affiliate Library agrees and acknowledges that contributions and funds that are not used for their declared purpose are forfeited and shall be the property of DISTRICT.

**4.7.1.7** All library materials purchased with DISTRICT funds for Affiliate Library are the property of the Affiliate Library.

**4.7.1.8** Affiliate Library may wish to utilize technology support services from DISTRICT in accordance with the detailed description of "TECHNOLOGY SUPPORT SERVICES" attached hereto as Exhibit D. Affiliate Library shall check the appropriate box below whether it elects to utilize these services:

☐ Affiliate Library will utilize technology support services as outlined in Exhibit D.

☐ Affiliate Library will NOT utilize technology support services as outlined in Exhibit D.

**5. Membership in YLN and Duties and Obligations for Membership in the YLN.** Under the terms of this Agreement, DISTRICT and MEMBER LIBRARY are members of the YLN and as members of the YLN, MEMBER LIBRARY agrees to:

**5.1.** Adhere to all YLN governing documents, including, but not limited to, bylaws, policies,

rules, and guidelines.

- 5.2. Contribute bibliographic and holdings data into the ILS.
- 5.3. Protect the security and access to the catalog and further agree to comply with YLN protocols with regard to cataloging as outlined in the YLN Cataloging Manual.
- 5.4. Comply with the requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases.
- 5.5. Comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of DISTRICT and YLN.
- 5.6. Adhere to practices and procedures as outlined in the YLN Circulation Manual.
- 5.7. Have access to the YLN catalog of shared items that shall be available for use.
- 5.8. Allow members of the general public to use its premises to view and use materials available in the online catalog, except if MEMBER LIBRARY is a School Library or an Academic Library not open to the general public.
- 5.9. Participate in sharing library materials with and between all YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.10. Be a pick-up and a drop-off location for library materials to and from other YLN members, except if MEMBER LIBRARY is a Special Library.
- 5.11. At all times maintain the privacy and confidentiality of library users and patrons acting in compliance with all privacy laws, including A.R.S. § 41-151.22 and, if applicable, those specifically relevant to students as covered under the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and its implementing regulations at 34 C.F.R. Part 99. DISTRICT and MEMBER LIBRARY acknowledge that violations of user privacy may be subject to civil penalties and criminal prosecution.
- 5.12. Form a YLN Steering Committee, which shall act as a general oversight and guidance body in accordance with YLN governing documents and as outlined on the "YLN STEERING COMMITTEE" document attached hereto as Exhibit E.
- 5.13. Participate in the functions and activities of the YLN Steering Committee.
- 5.14. Designate a representative to serve on the YLN Steering Committee.
- 5.15. DISTRICT providing a secretary for taking minutes at YLN Steering Committee Meetings.
- 5.16. The duties and obligations of the YLN Steering Committee as follows:

- 5.16.1.** The YLN Steering Committee shall allocate funds collected from the Membership Fee as determined to be necessary for the stability, growth, and enhancement of YLN and MEMBER LIBRARY.
- 5.16.2.** The YLN Steering Committee shall determine the total annual amount of funds to be collected for the Membership Fee in accordance with Exhibit A. The total amount to be collected for FY 2019-20 is \$175,000.
- 5.16.3.** The YLN Steering Committee shall have as its ex officio member the DISTRICT or Yavapai County Information Technology Services (ITS) Library Network Manager.
- 5.16.4.** All decisions of the YLN Steering Committee shall be ratified by the DISTRICT Director to be effective.
- 5.16.5.** The YLN Steering Committee, through its policies and procedures, may place additional requirements on YLN membership and duties and obligations of membership.
- 5.17.** Form a YLN Executive Committee in accordance with YLN governing documents.
- 5.18.** DISTRICT providing a secretary for taking minutes at YLN Executive Committee Meetings.
- 5.19.** Establish a YLN Fund. MEMBER LIBRARY and DISTRICT shall pay a Membership Fee to DISTRICT with the amount to be determined annually as set forth in Exhibit A. All monies collected will be deposited in the Yavapai County Library Network Fund (hereinafter referred to as "YLN Fund") of which DISTRICT is the custodian. The YLN Steering Committee shall have sole discretion on how the YLN Fund is expended. The YLN Fund does not have to be fully expended each year and can roll-over.
- 5.20.** The purpose of the YLN Fund as follows:
  - 5.20.1.** Ensure the continued stability and viability of the YLN.
  - 5.20.2.** Allow for service expansions.
  - 5.20.3.** Upgrade technology to ensure the provision of existing services.
- 5.21.** The YLN Fund being expended in the following areas:
  - 5.21.1.** Technology purchases.
  - 5.21.2.** Library-related service expansions.
  - 5.21.3.** Special Projects.

#### 5.21.4. Professional development and continuing education.

- 5.22. Have the YLN Fund pay for a cataloging position at DISTRICT that is dedicated to the YLN to lead technical services, monitor and maintain the bibliographic database, provide training on cataloging processes and standards to the members of the YLN, and attend YLN meetings as needed. The cataloging position shall report to the DISTRICT Director and require a Master's in Library Science or a related field and at least three (3) years of experience cataloging or training personnel in a library or library system, pursuant to a job description approved by DISTRICT and the YLN Steering Committee.
- 5.23. Have the YLN Fund pay for additional positions dedicated to the YLN pursuant to job descriptions approved by DISTRICT and the YLN Steering Committee.
- 5.24. MEMBER LIBRARY forfeiting any right, title, or interest in tangible or intangible monies, materials, equipment, or property contributed or allocated to the YLN or the YLN Fund if MEMBER LIBRARY terminates this Agreement or is no longer a member of the YLN.
- 5.25. The YLN Fund and all items purchased with the YLN Fund being transferred to another entity if the YLN's administrative and fiscal functions are transferred to such other entity.
- 5.26. The YLN Fund and all items purchased with the YLN Fund becoming the property of DISTRICT if the YLN dissolves. This is in consideration of DISTRICT's provision of services pursuant to this Agreement.
6. **Insurance.** The Parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a Party upon request.
7. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "**Indemnatee**") from and against any and all claims, losses, liability, costs or expenses to which any Indemnatee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "**Claims**") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
8. **Notices.** All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested as follows:

**DISTRICT:**

Yavapai County Free Library District  
 Attn: Corey Christians, Director  
 1971 Commerce Center Circle, Suite D  
 Prescott, AZ 86301

**MEMBER LIBRARY:**

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|  |

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

- 9. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the Parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 10. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT or MEMBER LIBRARY. This Agreement is not intended to benefit any third party.
- 11. Assignment.** MEMBER LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of DISTRICT, which may be withheld at the sole discretion of DISTRICT. Any purported assignment of rights or delegation of performance in violation of this section is void.
- 12. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.
- 13. Fingerprint and E-verify.** If required, and only to the extent required, the Parties shall comply with the fingerprinting provisions in A.R.S. § 15-512(H) and the e-verify provisions in A.R.S. § 41-4401.
- 14. Non-discrimination.** The Parties shall comply with State Executive Order 2009-09, the pertinent provisions of which are incorporated into this Agreement by reference, and which mandate, in part, that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 15. Americans With Disabilities Act.** The Parties shall comply with all applicable provisions of the

Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

- 16. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 17. Workers’ Compensation.** For purposes of workers’ compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another Party pursuant to this Agreement, is deemed to be an employee of both the Party who is his primary employer and the Party under whose jurisdiction or control or within whose jurisdiction he is then working, as provided by A.R.S. § 23-1022(D). The primary employer Party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. The Parties herein shall comply with the provisions of A.R.S. § 23-1022(E) by posting the public notice required.
- 18. Written Certification Pursuant to A.R.S. § 35-393.01.** The Parties are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of Israel.
- 19. Alternative Dispute Resolution.** In the event of any dispute under this Agreement, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 20. Waiver of Jury Trial/Waiver of Attorneys’ Fees.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement. The Parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither Party shall be entitled to an award of attorneys’ fees, either pursuant to this Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, or common law.
- 21. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The Parties agree to bring any legal proceedings arising under this Agreement in a state or federal court of competent jurisdiction within Yavapai County, Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.
- 22. Material Change in Law or Regulation.** In the event of adoption of legislation, regulations, or

instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the Parties hereto, either Party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the Parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either Party may terminate this Agreement upon written notice to the other Party.

**23. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

**24. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

**25. Waiver.** A Party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that Party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the Party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a Party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

**26. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**27. Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

**28. Incorporated Documents and Order of Precedence.** All Exhibits identified herein and YLN governing documents, including, but not limited to, bylaws, bylaws, policies, rules, and guidelines, are incorporated in this Agreement by reference. In the event of conflicts or discrepancies among this Agreement and any amendments thereto, Exhibits, or YLN governing documents, interpretations will be based on the following priorities in the following order:

**28.1.** Amendments and/or modifications to this Agreement;

**28.2.** This Agreement;

**28.3.** All Exhibits identified herein and incorporated by reference; and

**28.4.** YLN governing documents, including, but not limited to, bylaws, policies, rules, and guidelines.

**29. Entire Agreement.** This Agreement contains the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

**30. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**31. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

## APPROVALS

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed by their duly authorized officials.

**DISTRICT:** Yavapai County Free Library District

\_\_\_\_\_  
 Randall W. Garrison, Chairman,  
 Board of Directors

Date: \_\_\_\_\_

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to DISTRICT.

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name  
 Deputy Yavapai County Attorney

**MEMBER LIBRARY:** \_\_\_\_\_

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name and Title

This AGREEMENT has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to MEMBER LIBRARY.

\_\_\_\_\_  
 Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name and Title/Law Firm Name

## Exhibit A

### MEMBERSHIP FEE

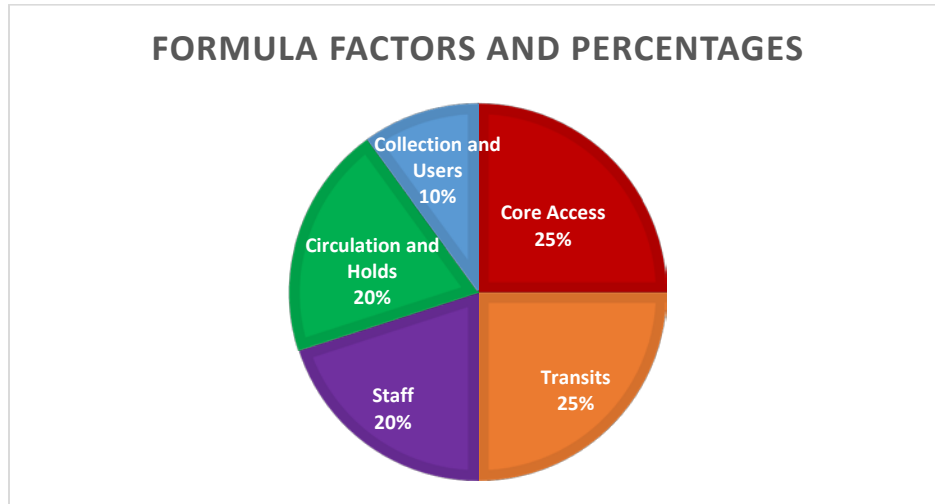
MEMBER LIBRARY shall be responsible for an annual Membership Fee in the YLN. A formula shall be applied annually to determine MEMBER LIBRARY's Membership Fee. DISTRICT shall gather statistics for factors from MEMBER LIBRARY or the Integrated Library System (ILS) each calendar year. The percentages associated with each factor of the formula must always equal 100% and may be adjusted by the YLN Steering Committee by two-thirds vote of a quorum. The factors for the formula are as follows:

1. Core Access (25%). An amount divided evenly between all members of the YLN that represents access to YLN services.
2. Transits (i.e., Interlibrary Loans) (25%). The number of items received by MEMBER LIBRARY from other libraries in the YLN.
3. Staff (20%). Volunteers, interns, students, and paid staff that use the ILS. Staff that do not perform system functions shall not be included in the calculation. The calculation shall use the full-time equivalent (FTE) for each position. An example is as follows:

| Position           | Hours | FTE   |
|--------------------|-------|-------|
| Volunteers         | 10    | 0.25  |
| Student Helper     | 10    | 0.25  |
| Intern             | 5     | 0.125 |
| Part-time Employee | 15    | 0.375 |
| Full-time Employee | 40    | 1     |
| Total              | 80    | 2     |

4. Circulation and Holds (20%). The number of physical and electronic items checked out and renewed. Electronic items that cannot have a circulation attributed to MEMBER LIBRARY or that cannot be checked out or renewed shall not be included in the calculation. Filled and Expired On-shelf Holds shall be included in the calculation. The total of the circulation and the holds shall be calculated for this portion for MEMBER LIBRARY.
5. Collection and Users (10%). The number of patron or user records in the system (whether active or inactive) as well as the number of item records in the system shall be combined to determine the value of Collection and Users.

The following chart visually represents each of these factors:



MEMBER LIBRARY shall be responsible for its portion of each factor which will be totaled to determine each MEMBER LIBRARY's Membership Fee.

The following is an example for membership fees from fiscal year 2017-2018 (July 1, 2017, through June 30, 2018). Amounts fluctuate from year-to-year based on the annual amount to be collected as determined by the YLN Steering Committee (e.g. \$175,000 in FY 2017-2018) and the performance of each MEMBER LIBRARY.

| FY17-18 Membership Fee Assessment    |           |                    |               |                    |                |                    |               |                    | Total Assessment  |                 | \$175,000           |
|--------------------------------------|-----------|--------------------|---------------|--------------------|----------------|--------------------|---------------|--------------------|-------------------|-----------------|---------------------|
| Member Name                          | Access    | Amount             | FTE           | Amount             | Circ and Holds | Amount             | Transits      | Amount             | Items and Patrons | Total           | Overall Total       |
|                                      | 25%       | \$43,750           | 20%           | \$35,000           | 20%            | \$35,000           | 25%           | \$43,750           | 10%               | \$17,500        | \$175,000           |
| Camp Verde Community Library         | 1         | \$1,067.07         | 7             | \$1,853.95         | 84685          | \$1,195.99         | 10313         | \$1,571.13         | 35981             | \$501.09        | \$6,189.24          |
| Chino Valley Public Library          | 1         | \$1,067.07         | 6             | \$1,589.10         | 124422         | \$1,757.18         | 18706         | \$2,849.77         | 65039             | \$905.77        | \$8,168.89          |
| Camp Verde Unified School District   | 1         | \$1,067.07         | 1.5           | \$397.28           | 27755          | \$391.98           | 1135          | \$172.91           | 31019             | \$431.99        | \$2,461.22          |
| Chino Valley Unified School District | 1         | \$1,067.07         | 1             | \$264.85           | 3558           | \$50.25            | 346           | \$52.71            | 20575             | \$286.54        | \$1,721.42          |
| Cottonwood Public Library            | 1         | \$1,067.07         | 10.6          | \$2,807.42         | 254986         | \$3,601.10         | 31275         | \$4,764.59         | 129864            | \$1,808.55      | \$14,048.74         |
| Embry-Riddle Aeronautical University | 1         | \$1,067.07         | 7             | \$1,853.95         | 30174          | \$426.14           | 2756          | \$419.86           | 38455             | \$535.54        | \$4,302.57          |
| Humboldt Unified School District     | 1         | \$1,067.07         | 1             | \$264.85           | 9780           | \$138.12           | 67            | \$10.21            | 45322             | \$631.18        | \$2,111.43          |
| Jerome Public Library                | 1         | \$1,067.07         | 1.78          | \$471.43           | 6855           | \$96.81            | 1341          | \$204.29           | 15933             | \$221.89        | \$2,061.50          |
| Mayer Unified School District        | 1         | \$1,067.07         | 0             | \$0.00             | 5178           | \$73.13            | 373           | \$56.82            | 10718             | \$149.26        | \$1,346.29          |
| Mingus Union High School             | 1         | \$1,067.07         | 1             | \$264.85           | 1277           | \$18.03            | 112           | \$17.06            | 16748             | \$233.24        | \$1,600.26          |
| The Orme School of Arizona           | 1         | \$1,067.07         | 0.25          | \$66.21            | 648            | \$9.15             | 13            | \$1.98             | 8890              | \$123.81        | \$1,268.22          |
| Prescott College                     | 1         | \$1,067.07         | 3.75          | \$993.19           | 7209           | \$101.81           | 645           | \$98.26            | 38758             | \$539.76        | \$2,800.10          |
| Prescott Public Library              | 1         | \$1,067.07         | 19            | \$5,032.16         | 797981         | \$11,269.69        | 68336         | \$10,410.65        | 191514            | \$2,667.12      | \$30,446.69         |
| Prescott Unified School District     | 6         | \$6,402.44         | 5.875         | \$1,556.00         | 77214          | \$1,090.47         | 1464          | \$223.03           | 94819             | \$1,320.50      | \$10,592.44         |
| Prescott Valley Public Library       | 1         | \$1,067.07         | 21.37         | \$5,659.86         | 437614         | \$6,180.32         | 51832         | \$7,896.35         | 128244            | \$1,785.99      | \$22,589.58         |
| Sedona Public Library                | 2         | \$2,134.15         | 12.6          | \$3,337.12         | 299030         | \$4,223.13         | 47194         | \$7,189.77         | 98712             | \$1,374.71      | \$18,258.88         |
| Sharlot Hall Museum                  | 1         | \$1,067.07         | 2             | \$529.70           | 0              | \$0.00             | 0             | \$0.00             | 6813              | \$94.88         | \$1,691.66          |
| Tri-City College Prep High School    | 1         | \$1,067.07         | 1             | \$264.85           | 235            | \$3.32             | 105           | \$16.00            | 1312              | \$18.27         | \$1,369.51          |
| Yavapai College                      | 2         | \$2,134.15         | 10.5          | \$2,780.93         | 41675          | \$588.57           | 3518          | \$535.95           | 137427            | \$1,913.88      | \$7,953.47          |
| Yavapai County Free Library District | 15        | \$16,006.10        | 18.925        | \$5,012.30         | 267994         | \$3,784.81         | 47646         | \$7,258.63         | 140455            | \$1,956.05      | \$34,017.89         |
| <b>Total</b>                         | <b>41</b> | <b>\$43,750.00</b> | <b>132.15</b> | <b>\$35,000.00</b> | <b>2478270</b> | <b>\$35,000.00</b> | <b>287177</b> | <b>\$43,750.00</b> | <b>1256598</b>    | <b>\$17,500</b> | <b>\$175,000.00</b> |

## Exhibit B

### REQUIREMENTS FOR DISTRICT AND MEMBER LIBRARY IF MEMBER LIBRARY IS A SCHOOL LIBRARY OR ACADEMIC LIBRARY

1. DISTRICT agrees that it shall comply with the fingerprinting requirements of A.R.S. § 15-512, if those requirements are applicable to any activities performed by DISTRICT for a MEMBER LIBRARY that is a School Library or Academic Library.
2. DISTRICT shall be considered an extension of a School Library or Academic Library because DISTRICT will be providing library automation services on behalf of a School Library or Academic Library. Information shared between the Parties shall be consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g and its implementing regulations at 34 C.F.R. part 99.

- a. The following student information may be transferred to DISTRICT:

Last Name;  
First Name;  
Middle Name;  
Student ID;  
SAIS;  
Interlibrary loan status;  
Internet Permission;  
Graduation Year;  
Current School Grade;  
Mailing Address;  
Email;  
Phone Number;  
Homeroom Teacher;  
Academic Level;  
Homeroom room number;  
Homeroom time;  
School Code;  
Date of Birth;  
Enrollment Status; and  
Academic Program.

- b. FERPA describes circumstances under which MEMBER LIBRARY is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no others and the information is destroyed when no longer needed.
- c. The following terms further specify the manner in which MEMBER LIBRARY agrees to

share data with DISTRICT, subject to FERPA regulations:

- i. MEMBER LIBRARY is a state educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et al.* DISTRICT is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, MEMBER LIBRARY needs to share student data with DISTRICT, some of which may allow the identification of individual students.
- ii. COMPLIANCE WITH FERPA. To affect the transfer of data subject to FERPA, DISTRICT agrees to:
  1. In all respects comply with the provisions of FERPA. For purposes of this agreement, “FERPA” includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this Agreement may be construed to allow either Party to maintain, use, disclose, or share student information in a manner not allowed by federal law or regulation.
  2. Use the data shared under this Agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. DISTRICT further agrees not to share data received under this Agreement with any other entity without MEMBER LIBRARY approval. DISTRICT agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this Agreement and any relevant records of DISTRICT for purposes of completing authorized audits of the Parties.
  3. Require all employees, contractors, and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this Agreement. DISTRICT agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor, or agent with access to data pursuant to this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
  4. Maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce, or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from DISTRICT to any other institution or entity.

5. Not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. DISTRICT specifically agrees to abide by all MEMBER LIBRARY policies and procedures regarding student records, and to require all employees, contractors, and agents of any kind to also abide by those same policies and procedures.
  6. Not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
  7. Destroy all data obtained under this Agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this Agreement authorizes either Party to maintain data beyond the time reasonably needed to complete the purpose of the request. All data no longer needed shall be destroyed or returned to MEMBER LIBRARY in compliance with 34 CFR Section 99.31(6)(iii)(C)(4). DISTRICT agrees to require all employees, contractors, or agents of any kind to comply with this provision.
- iii. DATA REQUESTS. MEMBER LIBRARY may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted in person or by post, electronic mail, or facsimile.
  - iv. AUTHORIZED REPRESENTATIVE. DISTRICT shall designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. MEMBER or its agents may upon request review the records required to be kept under this section.
  - v. RELATED PARTIES. DISTRICT represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees, or contractors who may have access to the data or may own, lease, or control equipment or facilities of any kind where the data is stored, maintained, or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of DISTRICT, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with MEMBER LIBRARY.

## Exhibit C

### ANNUAL CONTRIBUTION TO AFFILIATE LIBRARY

An Affiliate Library of DISTRICT is eligible to receive an annual contribution, if allocated, so long as MEMBER LIBRARY is a member of the YLN. The basis for determining an Affiliate Library's portion of the total allocated funds shall be based on the following factors:

1. Five percent (5%) of the total funds available will be a base amount and apportioned to each Affiliate Library based on the ratio of the total number of Affiliate Libraries.
2. Five percent (5%) of the total funds available will be based on the population of the incorporated municipality, and service area for Affiliate Library's branches in unincorporated areas, that governs the Affiliate Library divided by the combined population of the incorporated Municipalities. Official census data shall be used to determine the population for each incorporated area.
3. Fifty percent (50%) is based on total net assessed value (NAV) of the property of the incorporated municipality that is responsible for Affiliate Library divided by the total NAV of the incorporated municipalities. If an Affiliate Library has a library in unincorporated area, then DISTRICT, at DISTRICT's sole discretion, shall use the NAV that DISTRICT determines most closely matches the Affiliate Library's service area. NAV data shall be provided from publicly available data released from the assessor's office for the last full calendar year.
4. Twenty percent (20%) is based on total amount of the circulation, including first-time checkouts and renewals of physical and electronic items, and the number of items lent to Affiliate Library divided by the total number of the same for all Affiliate Libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Affiliate Library divided by the total number of the same for all Affiliate Libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Affiliate Library divided by the total number of the same for all Affiliate Libraries.

An example of the application of the formula to the FY 2018-2019 total contribution is below:

| FY 18-19 YCFLD Affiliates Contribution Formulation |             |         |              |              |         |              |                         |         |               |                      |           |                |         |         |                |        |         |               |        |                      |               |                 |         |
|----------------------------------------------------|-------------|---------|--------------|--------------|---------|--------------|-------------------------|---------|---------------|----------------------|-----------|----------------|---------|---------|----------------|--------|---------|---------------|--------|----------------------|---------------|-----------------|---------|
| Service Area                                       | Affiliation |         |              | Demographics |         |              |                         |         |               | Performance Measures |           |                |         |         |                |        |         |               |        | FY18-19 Contribution |               |                 |         |
|                                                    | Base Amount | 5%      |              | Population   | 5%      |              | FY17 Assessed Valuation | 50%     |               | Circ.                | Electron. | Intral Lending | Total   | 20%     | Active Patrons | 10%    |         | Items         | 10%    |                      | Total         | 100%            |         |
|                                                    | Amount      | Percent | \$ 83,772.81 | Amount       | Percent | \$ 83,772.81 | Amount                  | Percent | \$ 83,728.09  |                      | Amount    | Amount         | Amount  | Percent | \$ 335,091.24  | Amount | Percent | \$ 167,545.62 | Amount | Percent              | \$ 167,545.62 | Amount          | Percent |
| Camp Verde                                         | 1           | 11.11%  | \$ 9,308.09  | 10873        | 6.09%   | \$ 5,103.18  | \$ 67,995,063           | 4.21%   | \$ 35,274.91  | 72606                | 4413      | 7878           | 84897   | 4.14%   | \$ 13,858.71   | 5409   | 5.68%   | \$ 9,516.08   | 30572  | 5.19%                | \$ 8,695.76   | \$ 81,756.73    | 4.88%   |
| Chino Valley                                       | 1           | 11.11%  | \$ 9,308.09  | 15488        | 8.68%   | \$ 7,269.21  | \$ 76,175,661           | 4.72%   | \$ 39,518.89  | 102489               | 8492      | 11967          | 122948  | 5.99%   | \$ 20,070.21   | 7775   | 8.16%   | \$ 13,678.59  | 57264  | 9.72%                | \$ 16,287.92  | \$ 106,132.91   | 6.33%   |
| Clarkdale                                          | 1           | 11.11%  | \$ 9,308.09  | 4097         | 2.30%   | \$ 1,922.90  | \$ 33,049,964           | 2.05%   | \$ 17,145.87  | 7893                 | 951       | 4174           | 13018   | 0.63%   | \$ 2,125.08    | 780    | 0.82%   | \$ 1,372.26   | 10040  | 1.70%                | \$ 2,855.73   | \$ 34,729.93    | 2.07%   |
| Cottonwood                                         | 1           | 11.11%  | \$ 9,308.09  | 28181        | 15.79%  | \$ 13,226.59 | \$ 91,121,033           | 5.64%   | \$ 47,272.35  | 212252               | 15218     | 32066          | 259536  | 12.64%  | \$ 42,367.03   | 15590  | 16.37%  | \$ 27,427.56  | 114274 | 19.40%               | \$ 32,503.59  | \$ 172,105.21   | 10.27%  |
| Dewey-Humboldt                                     | 1           | 11.11%  | \$ 9,308.09  | 3894         | 2.18%   | \$ 1,827.63  | \$ 26,394,831           | 1.63%   | \$ 13,693.28  | 12465                | 1245      | 2603           | 16313   | 0.79%   | \$ 2,662.96    | 693    | 0.73%   | \$ 1,219.20   | 7480   | 1.27%                | \$ 2,127.58   | \$ 30,838.73    | 1.84%   |
| Jerome                                             | 1           | 11.11%  | \$ 9,308.09  | 461          | 0.26%   | \$ 216.37    | \$ 5,929,485            | 0.37%   | \$ 3,076.14   | 5430                 | 118       | 2947           | 8495    | 0.41%   | \$ 1,386.74    | 407    | 0.43%   | \$ 715.04     | 15526  | 2.64%                | \$ 4,416.15   | \$ 19,119.51    | 1.14%   |
| Prescott                                           | 1           | 11.11%  | \$ 9,308.09  | 55008        | 30.82%  | \$ 25,817.70 | \$ 647,649,002          | 40.11%  | \$ 335,991.47 | 674297               | 67111     | 64051          | 805459  | 39.24%  | \$ 131,484.28  | 28205  | 29.62%  | \$ 49,621.19  | 163309 | 27.72%               | \$ 46,450.88  | \$ 598,673.60   | 35.73%  |
| Prescott Valley                                    | 1           | 11.11%  | \$ 9,308.09  | 46878        | 26.26%  | \$ 22,001.93 | \$ 328,846,320          | 20.36%  | \$ 170,600.99 | 362685               | 31649     | 35499          | 429833  | 20.94%  | \$ 70,166.55   | 23840  | 25.03%  | \$ 41,941.82  | 104404 | 17.72%               | \$ 29,696.21  | \$ 343,715.59   | 20.51%  |
| Sedona                                             | 1           | 11.11%  | \$ 9,308.09  | 13609        | 7.62%   | \$ 6,387.31  | \$ 337,622,978          | 20.91%  | \$ 175,154.20 | 241720               | 19478     | 51037          | 312235  | 15.21%  | \$ 50,969.69   | 12535  | 13.16%  | \$ 22,052.88  | 86177  | 14.63%               | \$ 24,511.80  | \$ 288,383.97   | 17.21%  |
| Total                                              | 9           | 100%    | \$ 83,772.81 | 178489       | 100.00% | \$ 83,772.81 | \$1,614,784,337         | 100.00% | \$ 837,728.09 | 1691837              | 148675    | 212222         | 2052734 | 100.00% | \$ 335,091.24  | 95234  | 100.00% | \$ 167,545.62 | 589046 | 100.00%              | \$ 167,545.62 | \$ 1,675,456.18 | 100.00% |

## Exhibit D

### TECHNOLOGY SUPPORT SERVICES

The following services are provided in response to the need for the provision of technology support services to MEMBER LIBRARY. The provided services are limited to issues and maintenance for computing and networking equipment owned and operated by MEMBER LIBRARY with DISTRICT acting as support for MEMBER LIBRARY's equipment and procurement of such equipment in accordance with MEMBER LIBRARY's needs.

1. Technology Support Services. The following services are provided by DISTRICT in response to the basic maintenance and support needs of MEMBER LIBRARY:
  - a. Maintenance and Monitoring. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's servers as follows:
    - i. Backup – includes maintaining and monitoring backups based upon the procedures and schedule already in place by DISTRICT.
    - ii. Hardware errors – specifically servers procured with the assistance of DISTRICT shall include monitoring and remote support.
    - iii. Event log filtering – includes monitoring vendor application issues that might arise and working with the vendor to the best of DISTRICT's ability.
    - iv. Antivirus – includes routine monitoring of MEMBER LIBRARY's servers for possible infections.
    - v. Routine maintenance of the servers shall include file system space monitoring, file system defragmentation and the application of critical updates.
    - vi. DISTRICT shall be responsible for monitoring and managing MEMBER LIBRARY's workstations.
    - vii. Antivirus – includes routine monitoring of MEMBER LIBRARY's workstations for possible infections.
    - viii. Software updates – Includes providing updates for software installed by DISTRICT. Only software deemed necessary by DISTRICT can be installed on the workstations.
  - b. Ordering and setup of new equipment as follows:
    - i. MEMBER LIBRARY shall obtain written verification from DISTRICT that any hardware or software purchased by MEMBER LIBRARY is compatible with DISTRICT hardware and software prior to acquisition.
    - ii. Operating System installation as needed – this includes installing any and all licensed software DISTRICT deems necessary for the provision of services to library users and staff.
    - iii. Securing the device with antivirus software.
    - iv. Working with software vendors on implementation of new products.

1. DISTRICT shall not be held responsible for defects in any vendor's software.
  2. If desired by MEMBER LIBRARY, DISTRICT shall provide a project plan with expected milestones based upon the availability of DISTRICT resources.
  3. DISTRICT shall not be held responsible for delays created by MEMBER LIBRARY's hardware and software vendors.
- v. Work with MEMBER LIBRARY staff on migrating to any new equipment.
- vi. Provide status reports as requested.
- c. Provide Disaster/Recovery services as needed on servers as follows:
- i. Restoring files that were deleted.
  - ii. Restoring the server to the last full backup.
  - iii. Reloading software and recovering all data available.
  - iv. DISTRICT is not responsible for data lost due to the failures of MEMBER LIBRARY's backup media.
- d. MEMBER LIBRARY shall be responsible for all costs, including, but not limited to, the following:
- i. All hardware costs.
  - ii. All antivirus software costs.
  - iii. Purchasing any and all software licenses.
  - iv. All warranty costs that exceed a manufacturers' warranty.
- e. Domain Name Service as follows:
- i. DISTRICT shall allow MEMBER LIBRARY to use a subdomain name of yavapailibrary.org.
  - ii. MEMBER LIBRARY may use its own domain name hosted on the DNS server of MEMBER LIBRARY's choice.
- f. Web Site Hosting and Support as follows:
- i. If desired by MEMBER LIBRARY, DISTRICT shall maintain the web site and act as a hosting site for MEMBER LIBRARY, including basic design services based on web pages already in production that were developed by DISTRICT.
  - ii. Future changes to the website shall happen at the discretion of DISTRICT.
  - iii. Changes to the website shall be coordinated with DISTRICT and MEMBER LIBRARY designee.
  - iv. MEMBER LIBRARY designee has all necessary authority to request changes to the website.

- v. MEMBER LIBRARY website shall not exceed 2 GB of disk storage.
    - vi. DISTRICT shall resolve any support issues related to MEMBER LIBRARY's website.
  - g. Network maintenance and monitoring as follows:
    - i. DISTRICT shall maintain and monitor any and all network equipment that is installed by DISTRICT, including firewalls, routers, modems, or switches that are used to connect MEMBER LIBRARY to the Internet and DISTRICT network.
    - ii. DISTRICT shall maintain and monitor any and all filtering and authentication equipment attached to MEMBER LIBRARY's network that is installed by DISTRICT.
2. Requests for Services NOT Covered Under This Agreement. This Agreement does not cover the following requests:
- a. Assistance with application usage when unsupported or nonstandard hardware or software is involved—Use of unsupported or nonstandard hardware or software often results in unexpected behavior of otherwise reliable systems.
  - b. Hardware procurement – DISTRICT is not responsible for procuring workstations, peripherals, and other technology-related hardware. If possible, DISTRICT may assist MEMBER LIBRARY with procurement depending on the procurement policies of Yavapai County. The cost of all hardware is the responsibility of MEMBER LIBRARY.
3. Service Request Process. MEMBER LIBRARY shall create a help desk ticket through [help@yln.info](mailto:help@yln.info) or MEMBER LIBRARY may call DISTRICT help desk to communicate its needs with DISTRICT. MEMBER LIBRARY shall include a description of the request and specify its impact on business. DISTRICT shall assess the situation and respond within two (2) hours during normal business hours of 8:00 AM to 5:00 PM Monday through Friday, excluding Yavapai County holidays. DISTRICT shall do its best to respond to each situation in a timely fashion; however, it is not possible to guarantee a resolution to any individual problem in a given time period.
4. Cost of Services as follows:
- a. The level of service shall be decided on an annual basis. MEMBER LIBRARY must decide what tier of service it would like DISTRICT to provide. If MEMBER LIBRARY does not adjust the tier of service in writing prior to March 1, then the tier from the previous year shall be used.
  - b. DISTRICT offers four tiers of service and support hours as follows:
    - i. Tier One (12 hrs.) (remote support only): \$600.

- ii. Tier Two (25 hrs.): \$1,250.
- iii. Tier Three (50 hrs.): \$2,500.
- iv. Tier Four (100 hrs.): \$5,000.

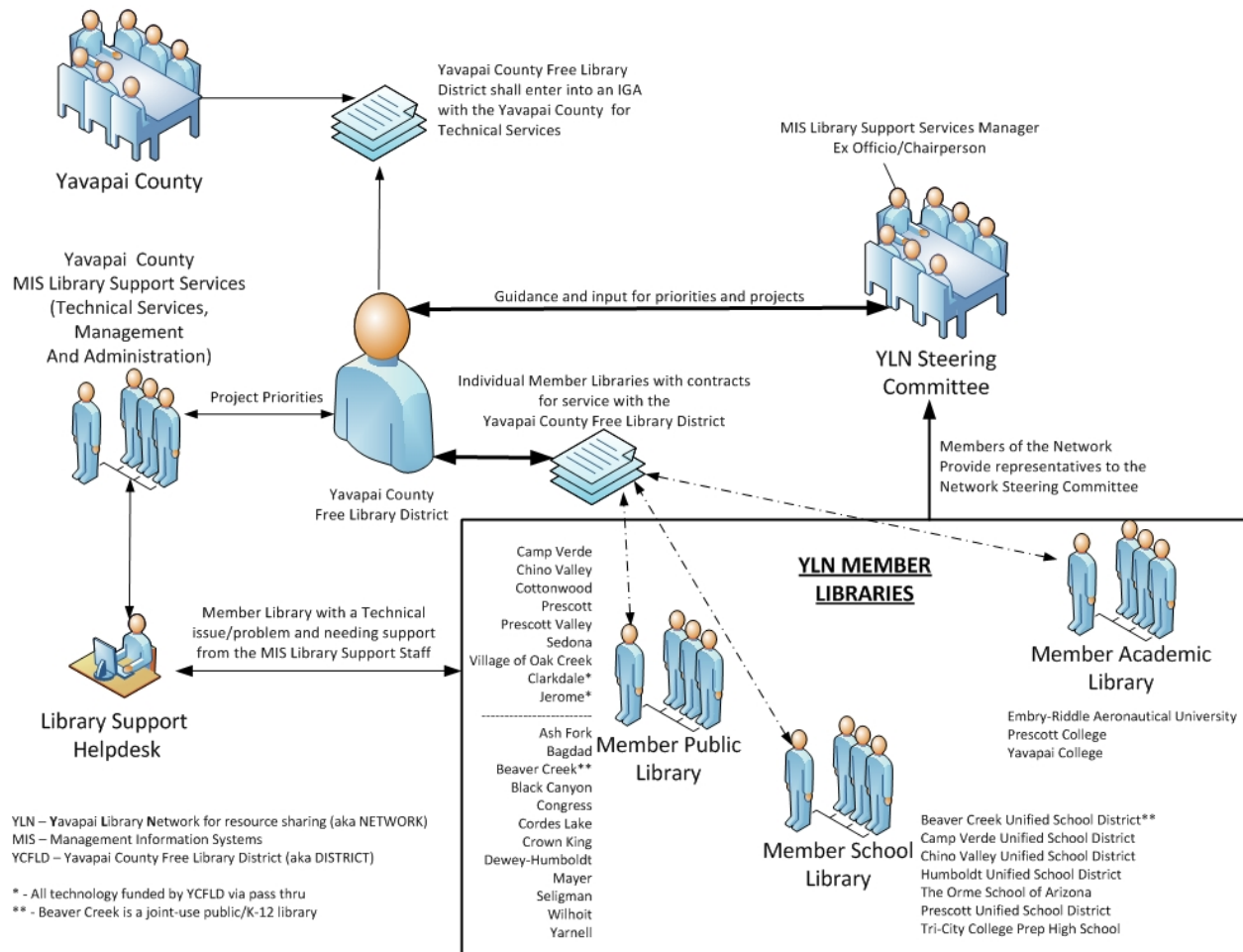
- c. Unused hours shall roll over to the next year.
  - d. Travel time shall count as support hours.
  - e. If desired, MEMBER LIBRARY may choose to upgrade to the next tier within a fiscal year after all support hours have been used under the current tier.
  - f. Additional hours may be purchased for \$75 per hour.
5. Billing of Services
- a. Billing for services shall be invoiced on July 30. Quarterly statements may be sent with remaining balances.
  - b. There shall be no funding available for services not provided herein.

## Exhibit E

### YLN STEERING COMMITTEE

The YLN Steering Committee is a body that serves the needs of MEMBER LIBRARY. It is composed of representatives of all members of the YLN, including, but not limited to, DISTRICT, MEMBER LIBRARY, and other members of the YLN, including Public Libraries, Public and Private Schools, and Colleges and Universities. MEMBER LIBRARY has a single representative seat on the YLN Steering Committee. MEMBER LIBRARY's representative is selected by MEMBER LIBRARY to represent its interests and needs for library services.

The YLN Steering Committee is advisory in nature and helps the DISTRICT Director establish priorities and the direction of the YLN. All decisions of the YLN Steering Committee must be ratified by the DISTRICT Director who has sole authority over recommended spending.



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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

**6.b.**

**Meeting Date:** 08/13/2019  
**Contact Person:** Scott Bruner, Community Services Director  
 Phone: 928-636-2687 x-1237  
**Department:** Community Services  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

#### AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of \$53,218.23 and a Parks Utility Cart in the amount of \$24,842.58, totaling \$78,060.81.

#### RECOMMENDED ACTION:

Approve a Cooperative Purchasing Agreement between the Town and Simpson Norton Corporation for purchase of a Parks Mower in the amount of \$53,218.23 and a Parks Utility Cart in the amount of \$24,842.58, totaling \$78,060.81.

Simpson Norton Corporation quotes were based off of the Mohave Cooperative Purchase Agreement #15G-SNG-0824.

#### SITUATION AND ANALYSIS:

After more than twenty-five plus years of use and service both the Parks Mower and Parks Utility Cart have finally broken down beyond repair and equipment parts purchase.

#### Other Pertinent Documents Available Upon Request:

**Appendix 6b-A.** [Cooperative Purchasing Agreement With Simpson Norton Corporation](http://www.chinoaz.net/AgendaCenter) is available at [www.chinoaz.net/AgendaCenter](http://www.chinoaz.net/AgendaCenter) with the August 13, 2019 meeting documents.

#### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 01-68-5410  
**Available:** 76,060.81  
**Funding Source:**

The Department Budgeted \$85,000 for the purchase of these two pieces of equipment.

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6.c.

**Meeting Date:** 08/13/2019  
**Contact Person:** Chuck Wynn, Police Chief  
 Phone: 928-636-2646 x-1258  
**Department:** Police  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** n/a

### AGENDA ITEM TITLE:

Consideration and possible action to approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of \$35,043.02 and the outfitting of vehicle through MHQ of Arizona in the amount of \$21,032.16. Total Purchase Price \$56,075.18.

### RECOMMENDED ACTION:

Approve First Amendment to Cooperative Purchasing Agreement between the Town and PFVT Motors (dba Peoria Ford) for the purchase of a 2020 Police Interceptor Utility Vehicle, in the amount of \$35,043.02 and the outfitting of the vehicle through MHQ of Arizona in the amount of \$21,032.16.

### SITUATION AND ANALYSIS:

Purchase of this vehicle has been budgeted for and approved in the FY 19/20 budget.

### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 01-60-5411  
**Available:** 56,075.18  
**Funding Source:**

The Town budgeted \$50,000.00 in the Police Department Budget.  
 The remaining amount of \$6,075.18 will come out of the Capital Asset Replacement Fund.

### Attachments

Police Interceptor Quote  
 CPA-Peoria Ford-1st Amendment-Police Interceptor  
 Vehicle Outfitting Quote

CPA - MHQ of Arizona - First Amendment

---


**AZ Contract #: ADSP017-166117**
**Town of Chino Valley**

Attn: rchapman@chinoaz.net

Quote Date: 7/18/19

Exterior Color: Oxford White

Interior Color: Charcoal Black

**See attached specifications**

Current Estimated Lead Time: 20-22 Weeks

**Troy Wallace**

9130 West Bell Road

Peoria, Arizona 85382

**Phone: 602-635-6234**

Fax: 480-393-5536

**Email: twallace@peoriaford.com**

| Line Item: | Order Code | Description                         | Price       |
|------------|------------|-------------------------------------|-------------|
| 1          | K8A        | 2020 Police Interceptor Utility AWD | \$32,412.60 |
| 2          | 99B        | 3.3L V6                             | INC         |
| 3          | 59B        | Keyed Alike 1284x                   | INC         |
| 4          | DIO        | Tint to state spec                  | INC         |
| 5          | DIO        | (2) Extra Basic Keys                | INC         |
| 6          |            |                                     |             |
| 7          |            |                                     |             |
| 8          |            |                                     |             |
| 9          |            |                                     |             |
| 10         |            |                                     |             |
| 11         |            |                                     |             |
| 12         |            |                                     |             |
| 13         |            |                                     |             |
| 14         |            |                                     |             |

|                        |  |                                     |             |
|------------------------|--|-------------------------------------|-------------|
| <b>Taxable Total:</b>  |  |                                     | \$32,412.60 |
| <b>Sales Tax:</b>      |  | Sales Tax if applicable Peoria 8.1% | \$2,625.42  |
| <b>Warranty Cost:</b>  |  |                                     | \$0.00      |
| <b>Tire Tax:</b>       |  |                                     | \$5.00      |
| <b>Freight</b>         |  |                                     | \$0.00      |
| <b>Total Per Unit:</b> |  |                                     | \$35,043.02 |

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2020 Police Intercept Utility AWD Base (K8A)

Price Level: 20

---



**Client Proposal**

Prepared by:

Troy Wallace

Office: 602.635.6234

Email: [twallace@peoriaford.com](mailto:twallace@peoriaford.com)

Date: 07/18/2019



Peoria Ford | 9130 W. Bell Rd., Peoria, Arizona, 853823700

Office: 623-977-8888 | Fax: 623-877-8372



Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

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## Table of Contents

| Description            | Page |
|------------------------|------|
| Cover Page             | 1    |
| Table of Contents      | 2    |
| As Configured Vehicle  | 3    |
| Selected Equip & Specs | 5    |
| Warranty               | 15   |



Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### As Configured Vehicle

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| K8A                          | Base Vehicle Price (K8A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 500A                         | Order Code 500A<br><i>Includes:</i><br>- 3.73 Axle Ratio<br>- GVWR: TBD<br>- Tires: 255/60R18 AS BSW<br>- Wheels: 18" x 8" 5-Spoke Painted Black Steel<br><i>Includes polished stainless steel hub cover, center caps and full size spare.</i><br>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br><i>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i><br>- Radio: AM/FM/MP3 Capable<br><i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 99B                          | Engine: 3.3L V6 Direct-Injection (FFV)<br><i>(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 44U                          | Transmission: 10-Speed Automatic (44U)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| STDAX                        | 3.73 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| STDGV                        | GVWR: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| STDWL                        | Wheels: 18" x 8" 5-Spoke Painted Black Steel<br><i>Includes polished stainless steel hub cover, center caps and full size spare.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| STDTR                        | Tires: 255/60R18 AS BSW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 9                            | Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br><i>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Troy Wallace

07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

## As Configured Vehicle (cont'd)

| Code                   | Description                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Other Options</b>   |                                                                                                                                                                                                                                                      |
| 113WB                  | 113" Wheelbase                                                                                                                                                                                                                                       |
| PAINT                  | Monotone Paint Application                                                                                                                                                                                                                           |
| STDRD                  | Radio: AM/FM/MP3 Capable<br><i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> |
| 59B                    | Keyed Alike - 1284x                                                                                                                                                                                                                                  |
| <b>Emissions</b>       |                                                                                                                                                                                                                                                      |
| 425                    | 50 State Emission System<br>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.                                                                                                 |
| <b>Interior Colors</b> |                                                                                                                                                                                                                                                      |
| 96_01                  | Charcoal Black                                                                                                                                                                                                                                       |
| <b>Primary Colors</b>  |                                                                                                                                                                                                                                                      |
| YZ_01                  | Oxford White                                                                                                                                                                                                                                         |

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07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

# Selected Equip & Specs

## Dimensions

- Exterior length: 198.8"
- Exterior height: 69.4"
- \* **Min ground clearance: 7.6"**
- Rear legroom: 40.7"
- Rear headroom: 40.4"
- Rear hiproom: 59.1"
- Rear shoulder room: 61.3"
- Cargo volume: 52.0cu.ft.
- Maximum cargo volume: 90.3cu.ft.
- Exterior width: 78.9"
- Wheelbase: 119.1"
- Front legroom: 40.9"
- Front headroom: 40.7"
- Front hiproom: 59.3"
- Front shoulder room: 61.8"
- Passenger volume: 118.0cu.ft.
- Cargo volume seats folded: 90.3cu.ft.

## Powertrain

- \* **285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, gasoline direct injection**
- ULEV II
- All-wheel drive
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A
- Capless fuel filler

## Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- P255/60WR18 BSW AS front and rear tires
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 18 x 8 black steel wheels

## Body Exterior

- 4 doors
- Black door mirrors
- Body-coloured bumpers
- Clearcoat paint
- 1 front tow hook(s)
- Driver and passenger power remote, manual folding door mirrors
- Lip rear spoiler
- Class III trailer hitch
- Front and rear 18 x 8 wheels

## Convenience

- Dual zone front automatic air conditioning with air filter
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- Wireless phone connectivity
- Dual visor mirrors
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Power door locks
- Manual telescopic steering wheel
- Internet access
- 1 1st row LCD monitor
- Driver and passenger door bins

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Seats and Trim

- Seating capacity of 5
- 8-way 6-way power driver seat adjustment
- Power height adjustable driver seat
- 35-30-35 folding rear split-bench seat
- Metal-look instrument panel insert
- Front bucket seats
- Manual driver lumbar support
- 4-way passenger seat adjustment
- Cloth seat upholstery

#### Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Integrated roof antenna
- External memory control
- 4 speakers

#### Lighting, Visibility and Instrumentation

- LED low/high beam projector beam headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Low tire pressure warning
- Trip odometer
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Camera(s) - rear with washer
- Trip computer
- Traction battery level gauge

#### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Power door locks
- 3 manually adjustable rear head restraints
- Brake assist with hill hold control
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Manually adjustable front head restraints

#### Dimensions

##### General Weights

|      |            |         |            |
|------|------------|---------|------------|
| GVWR | 6,840 lbs. | Payload | 1,670 lbs. |
|------|------------|---------|------------|

##### Trailer Type

|      |         |       |     |
|------|---------|-------|-----|
| Type | Regular | Class | III |
|------|---------|-------|-----|

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Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                           |             |                           |             |
|---------------------------|-------------|---------------------------|-------------|
| Hitch                     | Yes         |                           |             |
| <i>General Trailering</i> |             |                           |             |
| Towing capacity           | 5000 lbs.   |                           |             |
| <i>Fuel Tank type</i>     |             |                           |             |
| * Capacity                | 21.4 gal.   | Capless fuel filler       | Yes         |
| <i>Off Road</i>           |             |                           |             |
| * Min ground clearance    | 8 "         | Load floor height         | 31 "        |
| <i>Interior cargo</i>     |             |                           |             |
| Cargo volume              | 52.0 cu.ft. | Cargo volume seats folded | 90.3 cu.ft. |
| Maximum cargo volume      | 90.3 cu.ft. | Length to rear seat       | 46.2 "      |
| Maximum width             | 47.9 "      |                           |             |

### Powertrain

#### Engine Type

|                        |                           |                  |                  |
|------------------------|---------------------------|------------------|------------------|
| Block material         | Iron                      | Cylinders        | V-6              |
| Head material          | Aluminum                  | Ignition         | Spark            |
| * Injection            | Gasoline direct injection | Liters           | 3.3L             |
| Orientation            | Longitudinal              | Recommended fuel | Regular unleaded |
| Valves per cylinder    | 4                         | Valvetrain       | DOHC             |
| Variable valve control | Yes                       |                  |                  |

#### Engine Spec

Displacement 204 cu.in.

#### Engine Power

Output 285 HP @ 6,500 RPM      Torque 260 ft.-lb @ 4,000 RPM

#### Alternator

\* Amps 250

#### Battery

Amp hours 80      \* Cold cranking amps 730

#### Engine Extras

Oil cooler Yes      Radiator HD

#### Transmission

|                    |           |         |     |
|--------------------|-----------|---------|-----|
| Electronic control | Yes       | Lock-up | Yes |
| Overdrive          | Yes       | Speed   | 10  |
| Type               | Automatic |         |     |

#### Transmission Gear Ratios

|     |       |     |       |
|-----|-------|-----|-------|
| 1st | 4.696 | 2nd | 2.985 |
|-----|-------|-----|-------|

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07/18/2019

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                     |       |      |       |
|---------------------|-------|------|-------|
| 3rd                 | 2.146 | 4th  | 1.769 |
| 5th                 | 1.52  | 6th  | 1.275 |
| 7th                 | 1     | 8th  | 0.854 |
| 9th                 | 0.689 | 10th | 0.636 |
| Reverse Gear ratios | 4.866 |      |       |

#### Transmission Extras

Oil cooler Regular duty

#### Drive Type

4wd type Automatic full-time Type All-wheel drive

#### Drive Feature

Traction control ABS and driveline Locking hub control Permanent

#### Drive Axle

Ratio 3.73

#### Exhaust

Material Stainless steel System type Dual

#### Emissions

CARB ULEV II EPA Tier 2 Bin 5

#### Fuel Economy

Fuel type Gasoline

#### Fuel Economy (Alternate 1)

\* Fuel type E85

### Driveability

#### Brakes

ABS 4-wheel ABS channels 4  
Type 4-wheel disc Vented discs Front and rear

#### Brake Assistance

Brake assist Yes Hill hold control Yes

#### Suspension Control

Ride Regular Electronic stability control Stability control with anti-roll

#### Front Suspension

Independence Independent Type Strut  
Anti-roll bar Regular

#### Front Spring

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07/18/2019

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                        |                       |             |             |
|------------------------|-----------------------|-------------|-------------|
| Type .....             | Coil                  | Grade ..... | Regular     |
| <i>Front Shocks</i>    |                       |             |             |
| Type .....             | Gas-pressurized       |             |             |
| <i>Rear Suspension</i> |                       |             |             |
| Independence .....     | Independent           | Type .....  | Multi-link  |
| Anti-roll bar .....    | Regular               |             |             |
| <i>Rear Spring</i>     |                       |             |             |
| Type .....             | Coil                  | Grade ..... | Regular     |
| <i>Rear Shocks</i>     |                       |             |             |
| Type .....             | Gas-pressurized       |             |             |
| <i>Steering</i>        |                       |             |             |
| Activation .....       | Electric power-assist | Type .....  | Rack-pinion |
| <i>Steering Specs</i>  |                       |             |             |
| # of wheels .....      | 2                     |             |             |

### Exterior

|                              |       |                |       |
|------------------------------|-------|----------------|-------|
| <i>Front Wheels</i>          |       |                |       |
| Diameter .....               | 18"   | Width .....    | 8.00" |
| <i>Rear Wheels</i>           |       |                |       |
| Diameter .....               | 18"   | Width .....    | 8.00" |
| <i>Spare Wheels</i>          |       |                |       |
| Wheel material .....         | Steel |                |       |
| <i>Front and Rear Wheels</i> |       |                |       |
| Appearance .....             | Black | Material ..... | Steel |
| Covers .....                 | Hub   |                |       |
| <i>Front Tires</i>           |       |                |       |
| Aspect .....                 | 60    | Diameter ..... | 18"   |
| Sidewalls .....              | BSW   | Speed .....    | W     |
| Tread .....                  | AS    | Type .....     | P     |
| Width .....                  | 255mm |                |       |
| <i>Rear Tires</i>            |       |                |       |
| Aspect .....                 | 60    | Diameter ..... | 18"   |
| Sidewalls .....              | BSW   | Speed .....    | W     |
| Tread .....                  | AS    | Type .....     | P     |
| Width .....                  | 255mm |                |       |

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Spare Tire

Mount ..... Inside under cargo      Type ..... Compact

#### Wheels

Wheelbase ..... 119.1"

#### Body Features

Rear spoiler ..... Lip      Body material ..... Galvanized steel/aluminum  
Side impact beams ..... Yes      Front tow hook(s) ..... 1

#### Body Doors

Door count ..... 4      Left rear passenger ..... Conventional  
Right rear passenger ..... Conventional      Rear cargo ..... Liftgate

#### Exterior Dimensions

Length ..... 198.8"      Body width ..... 78.9"  
Body height ..... 69.4"

### Safety

#### Airbags

Driver front-impact ..... Yes      Driver side-impact ..... Seat mounted  
Occupancy sensor ..... Yes      Overhead ..... Curtain 1st and 2nd row  
Passenger front-impact ..... Yes      Passenger side-impact ..... Seat mounted  
Knee ..... Passenger

#### Seatbelt

Rear centre 3 point ..... Yes      Height adjustable ..... Front  
Pre-tensioners ..... Front      Pre-tensioners (#) ..... 2

### Seating

#### Passenger Capacity

Capacity ..... 5

#### Front Seats

Split ..... Buckets      Type ..... Bucket

#### Driver Seat

Fore/aft ..... Power      Height adjustable ..... Power  
Reclining ..... Manual      Way direction control ..... 8  
Lumbar support ..... Manual      Cushion tilt ..... Power

#### Passenger seat

Fore/aft ..... Manual      Reclining ..... Manual  
Way direction control ..... 4

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Front Head Restraint

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
|---------|--------|------|------------|

#### Rear Seats

|            |             |                  |                       |
|------------|-------------|------------------|-----------------------|
| Descriptor | Split-bench | Facing           | Front                 |
| Folding    | 35-30-35    | Folding position | Fold forward seatback |
| Type       | Fixed       |                  |                       |

#### Rear Head Restraints

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
| Number  | 3      |      |            |

#### Front Seat Trim

|          |       |               |       |
|----------|-------|---------------|-------|
| Material | Cloth | Back material | Vinyl |
|----------|-------|---------------|-------|

#### Rear Seat Trim Group

|          |       |               |        |
|----------|-------|---------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------|-------|---------------|--------|

### Convenience

#### AC And Heat Type

|                  |           |                 |     |
|------------------|-----------|-----------------|-----|
| Air conditioning | Automatic | Dual zone front | Yes |
| Air filter       | Yes       | Underseat ducts | Yes |

#### Audio System

|           |              |                         |                         |
|-----------|--------------|-------------------------|-------------------------|
| Radio     | AM/FM stereo | Radio grade             | Regular                 |
| Seek-scan | Yes          | External memory control | External memory control |

#### Audio Speakers

|              |         |          |   |
|--------------|---------|----------|---|
| Speaker type | Regular | Speakers | 4 |
|--------------|---------|----------|---|

#### Audio Controls

|                        |     |                         |     |
|------------------------|-----|-------------------------|-----|
| Speed sensitive volume | Yes | Steering wheel controls | Yes |
|------------------------|-----|-------------------------|-----|

#### Audio Antenna

|      |                 |
|------|-----------------|
| Type | Integrated roof |
|------|-----------------|

#### LCD Monitors

|         |   |                               |     |
|---------|---|-------------------------------|-----|
| 1st row | 1 | Primary monitor size (inches) | 4.2 |
|---------|---|-------------------------------|-----|

#### Cruise Control

|                |                              |
|----------------|------------------------------|
| Cruise control | With steering wheel controls |
|----------------|------------------------------|

#### Remote Releases

|              |       |
|--------------|-------|
| Cargo access | Power |
|--------------|-------|

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Convenience Features

Driver foot rest ..... Yes  
12V DC power outlet ..... 2

Retained accessory power ..... Yes

#### Door Lock Activation

Type ..... Power

#### Door Lock Type

Rear child safety ..... Manual

Tailgate/rear door lock Included with power door locks

#### Instrumentation Type

Display ..... Analog

#### Instrumentation Gauges

Tachometer ..... Yes  
Engine hour meter ..... Yes

Engine temperature ..... Yes

#### Instrumentation Warnings

Oil pressure ..... Yes  
Battery ..... Yes  
Key ..... Yes  
Low washer fluid ..... Yes  
Trunk/liftgate ajar ..... Yes  
Brake fluid ..... Yes

Engine temperature ..... Yes  
Lights on ..... Yes  
Low fuel ..... Yes  
Door ajar ..... Yes  
Service interval ..... Yes  
Low tire pressure ..... Tire specific

#### Instrumentation Displays

Clock ..... In-radio display  
Redundant digital speedometer ..... Yes

Systems monitor ..... Yes  
Camera(s) - rear ..... With washer

#### Instrumentation Feature

Trip computer ..... Yes

Trip odometer ..... Yes

#### Steering Wheel Type

Material ..... Urethane  
Telescoping ..... Manual

Tilting ..... Manual

#### Front Side Windows

Window 1st row activation ..... Power

#### Windows Rear Side

2nd row activation ..... Power

3rd row activation ..... Fixed

#### Window Features

1-touch down ..... Driver and passenger  
Tinted ..... Deep

1-touch up ..... Driver and passenger

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Front Windshield

Wiper ..... Variable intermittent  
Speed sensitive wipers ..... Yes

Sun visor strip ..... Yes

#### Rear Windshield

Wiper ..... Fixed interval  
Defroster ..... Yes

Heating ..... Wiper park  
Window ..... Fixed

### Interior

#### Driver Visor

Mirror ..... Yes

#### Passenger Visor

Mirror ..... Yes

#### Rear View Mirror

Day-night ..... Yes

#### Headliner

Coverage ..... Full

Material ..... Cloth

#### Floor Trim

Coverage ..... Full

Covering ..... Vinyl/rubber

#### Trim Feature

Instrument panel insert ..... Metal-look  
Door panel insert ..... Metal-look

Gear shift knob ..... Urethane  
Interior accents ..... Metal-look

#### Lighting

Dome light type ..... Fade  
Rear reading ..... Yes

Front reading ..... Yes  
Variable IP lighting ..... Yes

#### Overhead Console Storage

Storage ..... Yes

Type ..... Mini

#### Storage

Driver door bin ..... Yes  
Passenger door bin ..... Yes

Glove box ..... Locking  
Dashboard ..... Yes

#### Cargo Space Trim

Floor ..... Carpet

Trunk lid/rear cargo door ..... Plastic

#### Cargo Space Feature

Tie downs ..... Yes  
Cargo tray/organizer ..... Yes

Light ..... Yes

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07/18/2019

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

## Selected Equip & Specs (cont'd)

### *Legroom*

Front . . . . . 40.9"

Rear . . . . . 40.7"

### *Headroom*

Front . . . . . 40.7"

Rear . . . . . 40.4"

### *Hip Room*

Front . . . . . 59.3"

Rear . . . . . 59.1"

### *Shoulder Room*

Front . . . . . 61.8"

Rear . . . . . 61.3"

### *Interior Volume*

Passenger volume . . . . . 118.0 cu.ft.

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Warranty

#### Standard Warranty

##### *Basic*

|                    |              |                  |           |
|--------------------|--------------|------------------|-----------|
| Distance . . . . . | 36,000 miles | Months . . . . . | 36 months |
|--------------------|--------------|------------------|-----------|

##### *Powertrain*

|                    |               |                  |           |
|--------------------|---------------|------------------|-----------|
| Distance . . . . . | 100,000 miles | Months . . . . . | 60 months |
|--------------------|---------------|------------------|-----------|

##### *Corrosion Perforation*

|                    |                 |                  |           |
|--------------------|-----------------|------------------|-----------|
| Distance . . . . . | Unlimited miles | Months . . . . . | 60 months |
|--------------------|-----------------|------------------|-----------|

##### *Roadside Assistance*

|                    |              |                  |           |
|--------------------|--------------|------------------|-----------|
| Distance . . . . . | 60,000 miles | Months . . . . . | 60 months |
|--------------------|--------------|------------------|-----------|

##### *Hybrid Electrical Components*

|                    |               |                  |           |
|--------------------|---------------|------------------|-----------|
| Distance . . . . . | 100,000 miles | Months . . . . . | 96 months |
|--------------------|---------------|------------------|-----------|

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**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
PFVT MOTORS, LLC,  
D/B/A PEORIA FORD**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of August 13, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and PFVT Motors, LLC, a Delaware limited liability company, d/b/a Peoria Ford (the “Vendor”).

RECITALS

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADSP017-166117, dated March 31, 2017, as amended by Change Order No. 5, dated February 22, 2018, and Change Order No. 9, dated September 25, 2018, with the Vendor for the Vendor to provide new vehicles (collectively, the “State Contract”).

B. The Town and the Vendor entered into a Cooperative Purchasing Agreement, dated March 12, 2019 (the “Agreement”), based upon the State Contract, for the Vendor to provide the Town with new vehicles. All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. The Town has determined that it is necessary to purchase one 2020 Police Interceptor utility vehicle from the Vendor (the “Additional Vehicle”).

D. The Town and the Vendor desire to enter into this First Amendment to (i) modify the Scope of Work and (ii) provide for the increase in compensation to the Vendor for the Additional Vehicle.

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. Scope of Work. Vendor shall provide the Additional Vehicle as set forth in the Quote, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Town shall increase the compensation to Vendor by \$35,043.02 for the Additional Vehicle at the rate set forth in the State Contract and the Quote, resulting in an increase of the aggregate not-to-exceed compensation from \$38,032.79 to \$73,075.81.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Vendor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Vendor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument 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”**

PFVT MOTORS, LLC,  
a Delaware limited liability company,  
d/b/a PEORIA FORD

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
PFVT MOTORS, LLC,  
D/B/A PEORIA FORD

[Quote]

See following page.


**AZ Contract #: ADSP017-166117**
**Town of Chino Valley**

Attn: rchapman@chinoaz.net

Quote Date: 7/18/19

Exterior Color: Oxford White

Interior Color: Charcoal Black

**See attached specifications**

Current Estimated Lead Time: 20-22 Weeks

**Troy Wallace**

9130 West Bell Road

Peoria, Arizona 85382

**Phone: 602-635-6234**

Fax: 480-393-5536

**Email: twallace@peoriaford.com**

| Line Item: | Order Code | Description                         | Price       |
|------------|------------|-------------------------------------|-------------|
| 1          | K8A        | 2020 Police Interceptor Utility AWD | \$32,412.60 |
| 2          | 99B        | 3.3L V6                             | INC         |
| 3          | 59B        | Keyed Alike 1284x                   | INC         |
| 4          | DIO        | Tint to state spec                  | INC         |
| 5          | DIO        | (2) Extra Basic Keys                | INC         |
| 6          |            |                                     |             |
| 7          |            |                                     |             |
| 8          |            |                                     |             |
| 9          |            |                                     |             |
| 10         |            |                                     |             |
| 11         |            |                                     |             |
| 12         |            |                                     |             |
| 13         |            |                                     |             |
| 14         |            |                                     |             |

|                        |  |                                     |             |
|------------------------|--|-------------------------------------|-------------|
| <b>Taxable Total:</b>  |  |                                     | \$32,412.60 |
| <b>Sales Tax:</b>      |  | Sales Tax if applicable Peoria 8.1% | \$2,625.42  |
| <b>Warranty Cost:</b>  |  |                                     | \$0.00      |
| <b>Tire Tax:</b>       |  |                                     | \$5.00      |
| <b>Freight</b>         |  |                                     | \$0.00      |
| <b>Total Per Unit:</b> |  |                                     | \$35,043.02 |

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2020 Police Intercept Utility AWD Base (K8A)

Price Level: 20

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**Client Proposal**

Prepared by:

Troy Wallace

Office: 602.635.6234

Email: [twallace@peoriaford.com](mailto:twallace@peoriaford.com)

Date: 07/18/2019



Peoria Ford | 9130 W. Bell Rd., Peoria, Arizona, 853823700

Office: 623-977-8888 | Fax: 623-877-8372



Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

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## Table of Contents

| Description            | Page |
|------------------------|------|
| Cover Page             | 1    |
| Table of Contents      | 2    |
| As Configured Vehicle  | 3    |
| Selected Equip & Specs | 5    |
| Warranty               | 15   |



Prepared by: Troy Wallace  
07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### As Configured Vehicle

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| K8A                          | Base Vehicle Price (K8A)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 500A                         | Order Code 500A<br>Includes:<br>- 3.73 Axle Ratio<br>- GVWR: TBD<br>- Tires: 255/60R18 AS BSW<br>- Wheels: 18" x 8" 5-Spoke Painted Black Steel<br>Includes polished stainless steel hub cover, center caps and full size spare.<br>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.<br>- Radio: AM/FM/MP3 Capable<br>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display. |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 99B                          | Engine: 3.3L V6 Direct-Injection (FFV)<br>(136-MPH Top Speed) Note: Deletes Regenerative Braking and Lithium-Ion Battery Pack; adds 250-Amp Alternator, replaces H7 AGM battery (800 CCA/80-amp) with H7 SLI battery (730 CCA/80-amp) and replaces 19-gallon tank with 21.4-gallon.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 44U                          | Transmission: 10-Speed Automatic (44U)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| STDAX                        | 3.73 Axle Ratio                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| STDGV                        | GVWR: TBD                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| STDWL                        | Wheels: 18" x 8" 5-Spoke Painted Black Steel<br>Includes polished stainless steel hub cover, center caps and full size spare.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| STDTR                        | Tires: 255/60R18 AS BSW                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9                            | Unique HD Cloth Front Bucket Seats w/Vinyl Rear<br>Includes reduced bolsters, driver 6-way power track (fore/aft.up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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07/18/2019

Peoria Ford | 9130 W. Bell Rd. Peoria Arizona | 853823700

2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

## As Configured Vehicle (cont'd)

| Code                   | Description                                                                                                                                                                                                                                          |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Other Options</b>   |                                                                                                                                                                                                                                                      |
| 113WB                  | 113" Wheelbase                                                                                                                                                                                                                                       |
| PAINT                  | Monotone Paint Application                                                                                                                                                                                                                           |
| STDRD                  | Radio: AM/FM/MP3 Capable<br><i>Includes clock, 4-speakers, Bluetooth interface with hands-free voice command support (compatible with most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display.</i> |
| 59B                    | Keyed Alike - 1284x                                                                                                                                                                                                                                  |
| <b>Emissions</b>       |                                                                                                                                                                                                                                                      |
| 425                    | 50 State Emission System<br>Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.                                                                                                 |
| <b>Interior Colors</b> |                                                                                                                                                                                                                                                      |
| 96_01                  | Charcoal Black                                                                                                                                                                                                                                       |
| <b>Primary Colors</b>  |                                                                                                                                                                                                                                                      |
| YZ_01                  | Oxford White                                                                                                                                                                                                                                         |

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

# Selected Equip & Specs

## Dimensions

- Exterior length: 198.8"
- Exterior height: 69.4"
- \* **Min ground clearance: 7.6"**
- Rear legroom: 40.7"
- Rear headroom: 40.4"
- Rear hiproom: 59.1"
- Rear shoulder room: 61.3"
- Cargo volume: 52.0cu.ft.
- Maximum cargo volume: 90.3cu.ft.
- Exterior width: 78.9"
- Wheelbase: 119.1"
- Front legroom: 40.9"
- Front headroom: 40.7"
- Front hiproom: 59.3"
- Front shoulder room: 61.8"
- Passenger volume: 118.0cu.ft.
- Cargo volume seats folded: 90.3cu.ft.

## Powertrain

- \* **285hp 3.3L DOHC 24 valve V-6 engine with variable valve control, gasoline direct injection**
- ULEV II
- All-wheel drive
- Fuel Economy Highway: N/A
- Recommended fuel : regular unleaded
- 10 speed automatic transmission with overdrive
- Fuel Economy Cty: N/A
- Capless fuel filler

## Suspension/Handling

- Front independent strut suspension with anti-roll bar, gas-pressurized shocks
- Electric power-assist rack-pinion Steering
- P255/60WR18 BSW AS front and rear tires
- Rear independent multi-link suspension with anti-roll bar, gas-pressurized shocks
- Front and rear 18 x 8 black steel wheels

## Body Exterior

- 4 doors
- Black door mirrors
- Body-coloured bumpers
- Clearcoat paint
- 1 front tow hook(s)
- Driver and passenger power remote, manual folding door mirrors
- Lip rear spoiler
- Class III trailer hitch
- Front and rear 18 x 8 wheels

## Convenience

- Dual zone front automatic air conditioning with air filter
- Power windows
- Driver and passenger 1-touch down
- Manual tilt steering wheel
- Day-night rearview mirror
- Wireless phone connectivity
- Dual visor mirrors
- Cruise control with steering wheel controls
- Driver and passenger 1-touch up
- Power door locks
- Manual telescopic steering wheel
- Internet access
- 1 1st row LCD monitor
- Driver and passenger door bins

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Seats and Trim

- Seating capacity of 5
- 8-way 6-way power driver seat adjustment
- Power height adjustable driver seat
- 35-30-35 folding rear split-bench seat
- Metal-look instrument panel insert
- Front bucket seats
- Manual driver lumbar support
- 4-way passenger seat adjustment
- Cloth seat upholstery

#### Entertainment Features

- AM/FM stereo radio
- Steering wheel mounted radio controls
- Integrated roof antenna
- External memory control
- 4 speakers

#### Lighting, Visibility and Instrumentation

- LED low/high beam projector beam headlights
- LED brakelights
- Speed sensitive wipers
- Rear window defroster
- Deep tinted windows
- Tachometer
- Low tire pressure warning
- Trip odometer
- Fully automatic headlights
- Variable intermittent front windshield wipers
- Fixed interval rear windshield wiper
- Fixed rearmost windows
- Front and rear reading lights
- Camera(s) - rear with washer
- Trip computer
- Traction battery level gauge

#### Safety and Security

- 4-wheel ABS brakes
- 4-wheel disc brakes
- ABS and driveline traction control
- Dual seat mounted side impact airbag supplemental restraint system
- Knee airbag supplemental restraint system
- Power door locks
- 3 manually adjustable rear head restraints
- Brake assist with hill hold control
- Electronic stability control
- Dual front impact airbag supplemental restraint system
- Curtain 1st and 2nd row overhead airbag supplemental restraint system
- Airbag supplemental restraint system occupancy sensor
- Manually adjustable front head restraints

#### Dimensions

##### General Weights

|      |            |         |            |
|------|------------|---------|------------|
| GVWR | 6,840 lbs. | Payload | 1,670 lbs. |
|------|------------|---------|------------|

##### Trailer Type

|      |         |       |     |
|------|---------|-------|-----|
| Type | Regular | Class | III |
|------|---------|-------|-----|

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                           |             |                           |             |
|---------------------------|-------------|---------------------------|-------------|
| Hitch                     | Yes         |                           |             |
| <i>General Trailering</i> |             |                           |             |
| Towing capacity           | 5000 lbs.   |                           |             |
| <i>Fuel Tank type</i>     |             |                           |             |
| * Capacity                | 21.4 gal.   | Capless fuel filler       | Yes         |
| <i>Off Road</i>           |             |                           |             |
| * Min ground clearance    | 8 "         | Load floor height         | 31 "        |
| <i>Interior cargo</i>     |             |                           |             |
| Cargo volume              | 52.0 cu.ft. | Cargo volume seats folded | 90.3 cu.ft. |
| Maximum cargo volume      | 90.3 cu.ft. | Length to rear seat       | 46.2 "      |
| Maximum width             | 47.9 "      |                           |             |

### Powertrain

#### Engine Type

|                        |                           |                  |                  |
|------------------------|---------------------------|------------------|------------------|
| Block material         | Iron                      | Cylinders        | V-6              |
| Head material          | Aluminum                  | Ignition         | Spark            |
| * Injection            | Gasoline direct injection | Liters           | 3.3L             |
| Orientation            | Longitudinal              | Recommended fuel | Regular unleaded |
| Valves per cylinder    | 4                         | Valvetrain       | DOHC             |
| Variable valve control | Yes                       |                  |                  |

#### Engine Spec

Displacement 204 cu.in.

#### Engine Power

Output 285 HP @ 6,500 RPM      Torque 260 ft.-lb @ 4,000 RPM

#### Alternator

\* Amps 250

#### Battery

Amp hours 80      \* Cold cranking amps 730

#### Engine Extras

Oil cooler Yes      Radiator HD

#### Transmission

|                    |           |         |     |
|--------------------|-----------|---------|-----|
| Electronic control | Yes       | Lock-up | Yes |
| Overdrive          | Yes       | Speed   | 10  |
| Type               | Automatic |         |     |

#### Transmission Gear Ratios

|     |       |     |       |
|-----|-------|-----|-------|
| 1st | 4.696 | 2nd | 2.985 |
|-----|-------|-----|-------|

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                     |       |      |       |
|---------------------|-------|------|-------|
| 3rd                 | 2.146 | 4th  | 1.769 |
| 5th                 | 1.52  | 6th  | 1.275 |
| 7th                 | 1     | 8th  | 0.854 |
| 9th                 | 0.689 | 10th | 0.636 |
| Reverse Gear ratios | 4.866 |      |       |

#### Transmission Extras

Oil cooler Regular duty

#### Drive Type

4wd type Automatic full-time Type All-wheel drive

#### Drive Feature

Traction control ABS and driveline Locking hub control Permanent

#### Drive Axle

Ratio 3.73

#### Exhaust

Material Stainless steel System type Dual

#### Emissions

CARB ULEV II EPA Tier 2 Bin 5

#### Fuel Economy

Fuel type Gasoline

#### Fuel Economy (Alternate 1)

\* Fuel type E85

### Driveability

#### Brakes

ABS 4-wheel ABS channels 4  
Type 4-wheel disc Vented discs Front and rear

#### Brake Assistance

Brake assist Yes Hill hold control Yes

#### Suspension Control

Ride Regular Electronic stability control Stability control with anti-roll

#### Front Suspension

Independence Independent Type Strut  
Anti-roll bar Regular

#### Front Spring

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

|                        |                       |             |             |
|------------------------|-----------------------|-------------|-------------|
| Type .....             | Coil                  | Grade ..... | Regular     |
| <i>Front Shocks</i>    |                       |             |             |
| Type .....             | Gas-pressurized       |             |             |
| <i>Rear Suspension</i> |                       |             |             |
| Independence .....     | Independent           | Type .....  | Multi-link  |
| Anti-roll bar .....    | Regular               |             |             |
| <i>Rear Spring</i>     |                       |             |             |
| Type .....             | Coil                  | Grade ..... | Regular     |
| <i>Rear Shocks</i>     |                       |             |             |
| Type .....             | Gas-pressurized       |             |             |
| <i>Steering</i>        |                       |             |             |
| Activation .....       | Electric power-assist | Type .....  | Rack-pinion |
| <i>Steering Specs</i>  |                       |             |             |
| # of wheels .....      | 2                     |             |             |

### Exterior

|                              |       |                |       |
|------------------------------|-------|----------------|-------|
| <i>Front Wheels</i>          |       |                |       |
| Diameter .....               | 18"   | Width .....    | 8.00" |
| <i>Rear Wheels</i>           |       |                |       |
| Diameter .....               | 18"   | Width .....    | 8.00" |
| <i>Spare Wheels</i>          |       |                |       |
| Wheel material .....         | Steel |                |       |
| <i>Front and Rear Wheels</i> |       |                |       |
| Appearance .....             | Black | Material ..... | Steel |
| Covers .....                 | Hub   |                |       |
| <i>Front Tires</i>           |       |                |       |
| Aspect .....                 | 60    | Diameter ..... | 18"   |
| Sidewalls .....              | BSW   | Speed .....    | W     |
| Tread .....                  | AS    | Type .....     | P     |
| Width .....                  | 255mm |                |       |
| <i>Rear Tires</i>            |       |                |       |
| Aspect .....                 | 60    | Diameter ..... | 18"   |
| Sidewalls .....              | BSW   | Speed .....    | W     |
| Tread .....                  | AS    | Type .....     | P     |
| Width .....                  | 255mm |                |       |

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Spare Tire

Mount ..... Inside under cargo      Type ..... Compact

#### Wheels

Wheelbase ..... 119.1"

#### Body Features

Rear spoiler ..... Lip      Body material ..... Galvanized steel/aluminum  
Side impact beams ..... Yes      Front tow hook(s) ..... 1

#### Body Doors

Door count ..... 4      Left rear passenger ..... Conventional  
Right rear passenger ..... Conventional      Rear cargo ..... Liftgate

#### Exterior Dimensions

Length ..... 198.8"      Body width ..... 78.9"  
Body height ..... 69.4"

### Safety

#### Airbags

Driver front-impact ..... Yes      Driver side-impact ..... Seat mounted  
Occupancy sensor ..... Yes      Overhead ..... Curtain 1st and 2nd row  
Passenger front-impact ..... Yes      Passenger side-impact ..... Seat mounted  
Knee ..... Passenger

#### Seatbelt

Rear centre 3 point ..... Yes      Height adjustable ..... Front  
Pre-tensioners ..... Front      Pre-tensioners (#) ..... 2

### Seating

#### Passenger Capacity

Capacity ..... 5

#### Front Seats

Split ..... Buckets      Type ..... Bucket

#### Driver Seat

Fore/aft ..... Power      Height adjustable ..... Power  
Reclining ..... Manual      Way direction control ..... 8  
Lumbar support ..... Manual      Cushion tilt ..... Power

#### Passenger seat

Fore/aft ..... Manual      Reclining ..... Manual  
Way direction control ..... 4

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Front Head Restraint

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
|---------|--------|------|------------|

#### Rear Seats

|            |             |                  |                       |
|------------|-------------|------------------|-----------------------|
| Descriptor | Split-bench | Facing           | Front                 |
| Folding    | 35-30-35    | Folding position | Fold forward seatback |
| Type       | Fixed       |                  |                       |

#### Rear Head Restraints

|         |        |      |            |
|---------|--------|------|------------|
| Control | Manual | Type | Adjustable |
| Number  | 3      |      |            |

#### Front Seat Trim

|          |       |               |       |
|----------|-------|---------------|-------|
| Material | Cloth | Back material | Vinyl |
|----------|-------|---------------|-------|

#### Rear Seat Trim Group

|          |       |               |        |
|----------|-------|---------------|--------|
| Material | Vinyl | Back material | Carpet |
|----------|-------|---------------|--------|

### Convenience

#### AC And Heat Type

|                  |           |                 |     |
|------------------|-----------|-----------------|-----|
| Air conditioning | Automatic | Dual zone front | Yes |
| Air filter       | Yes       | Underseat ducts | Yes |

#### Audio System

|           |              |                         |                         |
|-----------|--------------|-------------------------|-------------------------|
| Radio     | AM/FM stereo | Radio grade             | Regular                 |
| Seek-scan | Yes          | External memory control | External memory control |

#### Audio Speakers

|              |         |          |   |
|--------------|---------|----------|---|
| Speaker type | Regular | Speakers | 4 |
|--------------|---------|----------|---|

#### Audio Controls

|                        |     |                         |     |
|------------------------|-----|-------------------------|-----|
| Speed sensitive volume | Yes | Steering wheel controls | Yes |
|------------------------|-----|-------------------------|-----|

#### Audio Antenna

|      |                 |
|------|-----------------|
| Type | Integrated roof |
|------|-----------------|

#### LCD Monitors

|         |   |                               |     |
|---------|---|-------------------------------|-----|
| 1st row | 1 | Primary monitor size (inches) | 4.2 |
|---------|---|-------------------------------|-----|

#### Cruise Control

|                |                              |
|----------------|------------------------------|
| Cruise control | With steering wheel controls |
|----------------|------------------------------|

#### Remote Releases

|              |       |
|--------------|-------|
| Cargo access | Power |
|--------------|-------|

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Convenience Features

Driver foot rest ..... Yes  
12V DC power outlet ..... 2

Retained accessory power ..... Yes

#### Door Lock Activation

Type ..... Power

#### Door Lock Type

Rear child safety ..... Manual

Tailgate/rear door lock Included with power door locks

#### Instrumentation Type

Display ..... Analog

#### Instrumentation Gauges

Tachometer ..... Yes  
Engine hour meter ..... Yes

Engine temperature ..... Yes

#### Instrumentation Warnings

Oil pressure ..... Yes  
Battery ..... Yes  
Key ..... Yes  
Low washer fluid ..... Yes  
Trunk/liftgate ajar ..... Yes  
Brake fluid ..... Yes

Engine temperature ..... Yes  
Lights on ..... Yes  
Low fuel ..... Yes  
Door ajar ..... Yes  
Service interval ..... Yes  
Low tire pressure ..... Tire specific

#### Instrumentation Displays

Clock ..... In-radio display  
Redundant digital speedometer ..... Yes

Systems monitor ..... Yes  
Camera(s) - rear ..... With washer

#### Instrumentation Feature

Trip computer ..... Yes

Trip odometer ..... Yes

#### Steering Wheel Type

Material ..... Urethane  
Telescoping ..... Manual

Tilting ..... Manual

#### Front Side Windows

Window 1st row activation ..... Power

#### Windows Rear Side

2nd row activation ..... Power

3rd row activation ..... Fixed

#### Window Features

1-touch down ..... Driver and passenger  
Tinted ..... Deep

1-touch up ..... Driver and passenger

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Selected Equip & Specs (cont'd)

#### Front Windshield

Wiper ..... Variable intermittent  
Speed sensitive wipers ..... Yes

Sun visor strip ..... Yes

#### Rear Windshield

Wiper ..... Fixed interval  
Defroster ..... Yes

Heating ..... Wiper park  
Window ..... Fixed

### Interior

#### Driver Visor

Mirror ..... Yes

#### Passenger Visor

Mirror ..... Yes

#### Rear View Mirror

Day-night ..... Yes

#### Headliner

Coverage ..... Full

Material ..... Cloth

#### Floor Trim

Coverage ..... Full

Covering ..... Vinyl/rubber

#### Trim Feature

Instrument panel insert ..... Metal-look  
Door panel insert ..... Metal-look

Gear shift knob ..... Urethane  
Interior accents ..... Metal-look

#### Lighting

Dome light type ..... Fade  
Rear reading ..... Yes

Front reading ..... Yes  
Variable IP lighting ..... Yes

#### Overhead Console Storage

Storage ..... Yes

Type ..... Mini

#### Storage

Driver door bin ..... Yes  
Passenger door bin ..... Yes

Glove box ..... Locking  
Dashboard ..... Yes

#### Cargo Space Trim

Floor ..... Carpet

Trunk lid/rear cargo door ..... Plastic

#### Cargo Space Feature

Tie downs ..... Yes  
Cargo tray/organizer ..... Yes

Light ..... Yes

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2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

## Selected Equip & Specs (cont'd)

### *Legroom*

Front . . . . . 40.9"

Rear . . . . . 40.7"

### *Headroom*

Front . . . . . 40.7"

Rear . . . . . 40.4"

### *Hip Room*

Front . . . . . 59.3"

Rear . . . . . 59.1"

### *Shoulder Room*

Front . . . . . 61.8"

Rear . . . . . 61.3"

### *Interior Volume*

Passenger volume . . . . . 118.0 cu.ft.

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## 2020 Police Interceptor Utility AWD Base (K8A)

Price Level: 20

### Warranty

#### Standard Warranty

##### *Basic*

|                    |              |                  |           |
|--------------------|--------------|------------------|-----------|
| Distance . . . . . | 36,000 miles | Months . . . . . | 36 months |
|--------------------|--------------|------------------|-----------|

##### *Powertrain*

|                    |               |                  |           |
|--------------------|---------------|------------------|-----------|
| Distance . . . . . | 100,000 miles | Months . . . . . | 60 months |
|--------------------|---------------|------------------|-----------|

##### *Corrosion Perforation*

|                    |                 |                  |           |
|--------------------|-----------------|------------------|-----------|
| Distance . . . . . | Unlimited miles | Months . . . . . | 60 months |
|--------------------|-----------------|------------------|-----------|

##### *Roadside Assistance*

|                    |              |                  |           |
|--------------------|--------------|------------------|-----------|
| Distance . . . . . | 60,000 miles | Months . . . . . | 60 months |
|--------------------|--------------|------------------|-----------|

##### *Hybrid Electrical Components*

|                    |               |                  |           |
|--------------------|---------------|------------------|-----------|
| Distance . . . . . | 100,000 miles | Months . . . . . | 96 months |
|--------------------|---------------|------------------|-----------|

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**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



# Quote

| Date     | Estimate # |
|----------|------------|
| 8/7/2019 | 114133     |

| Name / Address                                                                                   |
|--------------------------------------------------------------------------------------------------|
| Chino Valley Police Department<br>1950 VOSS DR, #301<br>Chino Valley, AZ 86323<br>Vincent Schaan |

| Ship To                  |
|--------------------------|
| MHQ AZ Build<br>Tempe,AZ |

| Rep         | Phone          | Fax                                                                                                                                                                                                                  | Office Hours                                                                                                                                              | Visit our Website |        | Project                |       |
|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------|------------------------|-------|
| Tom         | (480) 498-5105 | (480) 361-7716                                                                                                                                                                                                       | 7am to 4pm M-F                                                                                                                                            | www.mhqwest.com   |        | 2020 PI Utility Patrol |       |
| Item        |                | MFG                                                                                                                                                                                                                  | Description                                                                                                                                               | Qty               | MSRP   | Cost                   | Total |
| Build       |                | Build                                                                                                                                                                                                                | Contact Name: Randy Chapman<br>Contact Number:928-636-4223 ext.1273<br>e-mail: rchapman@chinoaz.net<br>Vehicle/Year:2020 PI Explorer<br>Type: Patol Build |                   |        |                        | 0.00T |
|             |                |                                                                                                                                                                                                                      | Contract: ADPS15-091457                                                                                                                                   |                   |        |                        |       |
|             |                |                                                                                                                                                                                                                      | **** Front , Top, & side of vehicle***                                                                                                                    |                   |        |                        |       |
| BK0534ITU20 | Setina         | PB400 VS full aluminum push bumper. 2020 PI Utility                                                                                                                                                                  | 1                                                                                                                                                         | 399.00            | 297.93 | 297.93T                |       |
| EMPS1STS1R  | Soundoff       | *Driver side grille light*<br>mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Red.     | 1                                                                                                                                                         | 120.00            | 66.00  | 66.00T                 |       |
| EMPS1STS1B  | Soundoff Si... | *passenger side grille light*<br>mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue. | 1                                                                                                                                                         | 120.00            | 66.00  | 66.00T                 |       |
| ES100C      | Fedsig         | 'DynaMax 100W High output speaker. Class A.                                                                                                                                                                          | 1                                                                                                                                                         | 315.00            | 173.25 | 173.25T                |       |
| ESB-U       | Fedsig         | Universal ES100C speaker bracket.                                                                                                                                                                                    | 1                                                                                                                                                         | 40.00             | 22.00  | 22.00T                 |       |
|             |                |                                                                                                                                                                                                                      |                                                                                                                                                           |                   |        |                        |       |

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| Date     | Estimate # |
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| 8/7/2019 | 114133     |

| Name / Address                                                                                   |
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| Tom             | (480) 498-5105 | (480) 361-7716 | 7am to 4pm M-F                                                                                                     | www.mhqwest.com   |         | 2020 PI Utility Patrol |           |
| Item            |                | MFG            | Description                                                                                                        | Qty               | MSRP    | Cost                   | Total     |
| ETHFSS-SP       |                | Sound Off S... | "Select-A-Pattern Headlight Flasher, Solid State w/ 18"" wire leads (compatible w/ 2016+ Ford PI Utility) 9.5 amp" | 1                 | 70.00   | 38.50                  | 38.50T    |
| ENT2B3RBW       |                | Soundoff       | *undermirror lights* Intersector Under Mirror Mount, Black Housing, 18 LEDs, Tri Color - Red/Blue/White.           | 2                 | 298.00  | 163.895                | 327.79T   |
| VALR44S-TX2     |                | Federal Signal | 44" Valor, Police 2-color, includes choice of HKB, no interface module                                             | 1                 | 4028.00 | 2,215.40               | 2,215.40T |
| HKB-FPIU20      |                | Federal Signal | Light bar mounting hook kit for 2020 PI Utility                                                                    | 1                 |         | 0.00                   | 0.00T     |
| 43884           |                | Tessco         | LARSEN 152-162 MHz unity gain 1/4 wave chrome pre-tuned antenna                                                    | 1                 | 18.92   | 18.92                  | 18.92T    |
| LARNMOKHFUDF... |                |                | 25' High Frequency Coax with FME Connector                                                                         | 1                 |         | 25.72                  | 25.72T    |
|                 |                |                | ***Interior of vehicle***                                                                                          |                   |         |                        |           |
| ECVDMLTAL00     |                | Sound Off S... | *Drivers compartment domelight* White/Red All LED Domelight-Universal                                              | 1                 | 81.00   | 44.55                  | 44.55T    |
| SI340TK06       |                | Secure Idle    | Secure Idle Late Model Tahoe                                                                                       | 1                 | 149.25  | 124.37                 | 124.37T   |
| SSP3000B        |                | Federal Signal | Smart Siren Platinum 3000                                                                                          | 1                 | 1869.00 | 1,027.95               | 1,027.95T |
| AAM01JQH9JC1N   |                | Motorola       | CM300D VHF, 136-174 MHz, 45W, 99 Channels, w/ Display, Analog                                                      | 1                 | 759.00  | 581.96                 | 581.96T   |
| RSN4001A        |                | Motorola       | External Speaker 13W                                                                                               | 1                 | 66.00   | 60.39                  | 60.39T    |

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| Tom          | (480) 498-5105 | (480) 361-7716                                                                                       | 7am to 4pm M-F | www.mhqwest.com   |        | 2020 PI Utility Patrol |  |
| Item         | MFG            | Description                                                                                          | Qty            | MSRP              | Cost   | Total                  |  |
| CC-UV20-L-18 | Troy Products  | New! 2020 PI Utility 18" L-Shape Console, 8" Slope, 10" Level                                        | 1              | 491.00            | 273.00 | 273.00T                |  |
| FP-CM300     | Troy           | 2" Face Plate, Motorola CM-300.                                                                      | 1              |                   | 0.00   | 0.00T                  |  |
| FP-PLATNUM   | Troy           | 4" FedSig SSP-3000 faceplate.                                                                        | 1              |                   | 0.00   | 0.00T                  |  |
| FP-USB-2DC   | Troy           | DC Outlet/USB Module Face Plate.                                                                     | 1              | 68.25             | 44.36  | 44.36T                 |  |
| FP-SGTRAY    | Troy           | 4" face plate shallow tray w/sloped floor; Store cell phone, keys, wallet, sunglasses, etc. 1.75" H. | 1              | 40.00             | 26.00  | 26.00T                 |  |
| AC-INBHG     | Troy           | 4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.              | 1              | 52.50             | 34.12  | 34.12T                 |  |
| FP-BLNK2     | Troy           | 2" Blank Plate.                                                                                      | 1              |                   | 0.00   | 0.00T                  |  |
| MMBP-25      | Magnetic Mic   | Magnetic Mic Single Unit.                                                                            | 2              | 34.95             | 26.25  | 52.50T                 |  |
| AC-ARMMNT-58 | Troy           | Troy HEIGHT ADJUSTABLE FOAM ARM REST (5"x8") Bolts to Console Rear                                   | 1              | 162.75            | 105.78 | 105.78T                |  |
| GVPM3613D-H  | Pro- Gard      | Vertical Partition Mount Dual weapon Tri-lock gunrack with handcuff style key                        | 1              | 535.00            | 428.00 | 428.00T                |  |
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| Tom             | (480) 498-5105 | (480) 361-7716 | 7am to 4pm M-F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | www.mhqwest.com   |         | 2020 PI Utility Patrol |           |
| Item            |                | MFG            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Qty               | MSRP    | Cost                   | Total     |
| ER11H425BM408N3 |                | Durabook       | Durabook R11, IP65, Intel Core i5-5200U 2.2GHz, 8GB DDR3, 128GB SSD, 11.6" FHD LCD (1920x1080) with Capacitive Multi-Touch Sunlight Readable Screen, X-Strap, Anti-Glare Screen Protector film, Stylus Pen and Tether, 802.11 a/b/g/n/ac Wireless, Bluetooth 4.0, 4130mAh Battery, AC Adapter and Power Cord, TPM 2.0, 5MP Rear Camera & FHD Webcam, RF Pass-Thru (WWAN/GPS), Gobi 5000 4G LTE with GPS, Windows 10 Professional 64-bit, 3-Year DURABOOK "Peace Of Mind" (POM) Warranty Coverage | 1                 | 2637.00 | 2,364.86               | 2,364.86T |
| DC-GT1950-4645  |                | Durabook       | LIND 12-16V Car Adapter-with 180 degree connector and 72" cable-Bare Wire                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                 | 110.00  | 110.00                 | 110.00T   |
| PMT-DOCK-R11-EX |                | Durabook       | PMT Expanded Vehicle Dock with RF Pass-Thru (Car Adapter sold separately)                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                 | 749.00  | 719.00                 | 719.00T   |
| PKG-KB-201      |                | Havis          | Havis Rugged Keyboard and Keyboard Mount (Patent Pending) System.                                                                                                                                                                                                                                                                                                                                                                                                                                | 1                 | 619.26  | 434.72                 | 434.72T   |
| C-MD-312        |                | Havis          | Heavy Duty Computer Monitor / Keyboard Mount and Motion Device                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1                 | 460.66  | 322.46                 | 322.46T   |
| C-SM-SA         |                | Havis          | Universal Mounting Brackets For Angled Console                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1                 | 47.59   | 33.31                  | 33.31T    |
| ECVDMLTST4G     |                | Sound Off      | Interior Cargo/LED Dome Light, Flush Surface Mount w/ Grey Base, 6" x 3" - White LEDs.                                                                                                                                                                                                                                                                                                                                                                                                           | 1                 | 34.38   | 18.91                  | 18.91T    |

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| Tom                | (480) 498-5105 | (480) 361-7716                                                                              | 7am to 4pm M-F | www.mhqwest.com   |          | 2020 PI Utility Patrol |
| Item               | MFG            | Description                                                                                 | Qty            | MSRP              | Cost     | Total                  |
| TP-E-SL6-US-SS     | Troy           | US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket. | 1              | 866.25            | 563.06   | 563.06T                |
| SAB-20-FDUV-BB     | Troy Products  | New! 2020 PI Utility Big-Boy partition mounting kit. Extra seat-back recline.               | 1              | 311.00            | 0.00     | 0.00T                  |
| KP-UV20-DAP-SS     | Troy Products  | New! 2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount               | 1              | 187.00            | 121.55   | 121.55T                |
| PS-20-UV-OS-R      | Troy Products  | New! Plastic seat with OS belts, rear partition (square-hole), square-hole side walls       | 1              | 1806.00           | 1,173.90 | 1,173.90T              |
| WG-20-UV-SET       | Troy Products  | New! 2020 PI Utility driver/passenger side window guards, welded bars, vertical design.     | 1              | 298.00            | 193.70   | 193.70T                |
| DP-UV20-SET        | Troy Products  | New! 2020 PI Utility driver and passenger side door panel (SET)                             | 1              | 285.00            | 185.25   | 185.25T                |
| CP-UV20-CARGO      | Troy Products  | New! 2020 PI Utility tilt-up cargo mount w/gas shocks.                                      | 1              | 525.00            | 341.25   | 341.25T                |
| AC-20-UV-TRAY      | Troy Products  | New! 2020 PI Utility electronics tray bolts to CP-UV20-CARGO                                | 1              | 260.00            | 169.00   | 169.00T                |
| PDU-12.5-42-18-001 | OPS            | Aluminum Pursuit Cargo Drawer                                                               | 1              | 843.63            | 632.72   | 632.72T                |

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| Tom          | (480) 498-5105 | (480) 361-7716                                                                           | 7am to 4pm M-F | www.mhqwest.com   |          | 2020 PI Utility Patrol |  |
| Item         | MFG            | Description                                                                              | Qty            | MSRP              | Cost     | Total                  |  |
| MPSM6-FPIURS | Federal Signal | Ford Interceptor Utility Spoiler Bracket Kit                                             | 1              | 93.00             | 51.15    | 51.15T                 |  |
| MPS600U-RR   | Federal Signal | *drivers side spoiler light*<br>MicroPulse Ultra 6 LED Surface Mount Red/Red             | 1              | 146.00            | 80.30    | 80.30T                 |  |
| MPS600U-BB   | Federal Signal | *passenger spoiler light*<br>MicroPulse Ultra Low Profile 6 LED Surface Mount Blue/Blue  | 1              | 146.00            | 80.30    | 80.30T                 |  |
| MPS300U-R    | Federal Signal | *under hatch when hatch is open*<br>MicroPulse Ultra 3-LED Lighthead, Surface Mount Red  | 1              | 100.00            | 55.00    | 55.00T                 |  |
| MPS300U-B    | Federal Signal | *under hatch when hatch is open*<br>MicroPulse Ultra 3-LED Lighthead, Surface Mount Blue | 1              | 100.00            | 55.00    | 55.00T                 |  |
| ETFBSSN-P    | Sound Off      | Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.                        | 1              | 77.00             | 42.35    | 42.35T                 |  |
|              |                | ***MISC***                                                                               |                |                   |          |                        |  |
| CH15.1.20    | 911 Harness    | Ch15 with Single Stage Timer, and 20' Outputs                                            | 1              | 760.00            | 475.00   | 475.00T                |  |
| Tint- Window |                | Window Tint                                                                              | 1              |                   | 240.00   | 240.00T                |  |
| Graphics     |                | Graphics                                                                                 | 1              |                   | 1,018.15 | 1,018.15T              |  |
| Labor AZ     | MHQ of AZ      | EVT Certified Installation Labor                                                         | 52             | 110.00            | 70.00    | 3,640.00               |  |

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| Tom       | (480) 498-5105 | (480) 361-7716                   | 7am to 4pm M-F | www.mhqwest.com   |        | 2020 PI Utility Patrol |  |
| Item      | MFG            | Description                      | Qty            | MSRP              | Cost   | Total                  |  |
| Materials |                | Misc Shop Supplies and Materials | 1              |                   | 165.00 | 165.00T                |  |
| Shipping  |                | Shipping                         | 1              |                   | 420.00 | 420.00                 |  |
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Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
DON CHALMERS FORD, INC.  
D/B/A MHQ OF ARIZONA**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this “First Amendment”) is entered into as of August 13, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Don Chalmers Ford, Inc., a New Mexico corporation d/b/a MHQ of Arizona (the “Contractor”).

**RECITALS**

A. After a competitive procurement process, the State of Arizona (the “State”) entered into Contract No. ADPS15-091457, dated March 26, 2015, as amended, with the Contractor for the Contractor to provide vehicle up-fitting services and parts purchase (collectively, the “State Contract”).

B. The Town and the Contractor entered into a Cooperative Purchasing Agreement, dated March 12, 2019 (the “Agreement”), based upon the State Contract, for the Contractor to provide the Town with vehicle up-fitting services (the “Materials and Services”). All capitalized terms not otherwise defined in this First Amendment have the same meanings as set forth in the Agreement.

C. The Town has determined that additional Materials and Services by the Contractor are necessary to upfit a 2020 Police Interceptor utility vehicle (the “Additional Materials and Services”).

D. The Town and the Contractor desire to enter into this First Amendment to (i) modify the Scope of Work and (ii) provide for the increase in compensation to the Contractor for the Additional Materials and Services.

**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 Contractor hereby agree as follows:

1. Scope of Work. Vendor shall provide the Additional Materials and Services as set forth in the Quote, attached hereto as Exhibit 1 and incorporated herein by reference.

2. Compensation. The Town shall increase the compensation to Contractor by \$21,032.16 for the Additional Materials and Services at the rates set forth in the State Contract

and the Quote, resulting in an increase of the aggregate not-to-exceed compensation from \$20,092.61 to \$41,124.77.

3. Effect of Amendment. The Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument 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

**“Contractor/Consultant”**

DON CHALMERS FORD, INC.,  
a New Mexico corporation d/b/a  
MHQ OF ARIZONA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT 1  
TO  
FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
DON CHALMERS FORD, INC.  
D/B/A MHQ OF ARIZONA

[Quote]

See following pages.

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



# Quote

| Date     | Estimate # |
|----------|------------|
| 8/7/2019 | 114133     |

| Name / Address                                                                                   |
|--------------------------------------------------------------------------------------------------|
| Chino Valley Police Department<br>1950 VOSS DR, #301<br>Chino Valley, AZ 86323<br>Vincent Schaan |

| Ship To                  |
|--------------------------|
| MHQ AZ Build<br>Tempe,AZ |

| Rep         | Phone          | Fax                                                                                                                                                                                                                  | Office Hours                                                                                                                                              | Visit our Website |        | Project                |         |
|-------------|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------|------------------------|---------|
| Tom         | (480) 498-5105 | (480) 361-7716                                                                                                                                                                                                       | 7am to 4pm M-F                                                                                                                                            | www.mhqwest.com   |        | 2020 PI Utility Patrol |         |
| Item        |                | MFG                                                                                                                                                                                                                  | Description                                                                                                                                               | Qty               | MSRP   | Cost                   | Total   |
| Build       |                | Build                                                                                                                                                                                                                | Contact Name: Randy Chapman<br>Contact Number:928-636-4223 ext.1273<br>e-mail: rchapman@chinoaz.net<br>Vehicle/Year:2020 PI Explorer<br>Type: Patol Build |                   |        |                        | 0.00T   |
|             |                |                                                                                                                                                                                                                      |                                                                                                                                                           |                   |        |                        |         |
|             |                |                                                                                                                                                                                                                      | Contract: ADPS15-091457                                                                                                                                   |                   |        |                        |         |
|             |                |                                                                                                                                                                                                                      |                                                                                                                                                           |                   |        |                        |         |
|             |                |                                                                                                                                                                                                                      | **** Front , Top, & side of vehicle***                                                                                                                    |                   |        |                        |         |
| BK0534ITU20 | Setina         | PB400 VS full aluminum push bumper. 2020 PI Utility                                                                                                                                                                  |                                                                                                                                                           | 1                 | 399.00 | 297.93                 | 297.93T |
| EMPS1STS1R  | Soundoff       | *Driver side grille light*<br>mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Red.     |                                                                                                                                                           | 1                 | 120.00 | 66.00                  | 66.00T  |
| EMPS1STS1B  | Soundoff Si... | *passenger side grille light*<br>mpower® 3" Stud Mount Fascia Light for Ford Grille Mount application, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 4 LED, Single Color - Blue. |                                                                                                                                                           | 1                 | 120.00 | 66.00                  | 66.00T  |
| ES100C      | Fedsig         | `DynaMax 100W High output speaker. Class A.                                                                                                                                                                          |                                                                                                                                                           | 1                 | 315.00 | 173.25                 | 173.25T |
| ESB-U       | Fedsig         | Universal ES100C speaker bracket.                                                                                                                                                                                    |                                                                                                                                                           | 1                 | 40.00  | 22.00                  | 22.00T  |
|             |                |                                                                                                                                                                                                                      |                                                                                                                                                           |                   |        |                        |         |

**MHQ of Arizona**  
**635 W Elliot Rd**  
**Tempe AZ 85284**  
**800-299-1804**



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| Name / Address                                                                                   |
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| Chino Valley Police Department<br>1950 VOSS DR, #301<br>Chino Valley, AZ 86323<br>Vincent Schaan |

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|--------------------------|
| MHQ AZ Build<br>Tempe,AZ |

| Rep             | Phone          | Fax            | Office Hours                                                                                                       | Visit our Website |         | Project                |           |
|-----------------|----------------|----------------|--------------------------------------------------------------------------------------------------------------------|-------------------|---------|------------------------|-----------|
| Tom             | (480) 498-5105 | (480) 361-7716 | 7am to 4pm M-F                                                                                                     | www.mhqwest.com   |         | 2020 PI Utility Patrol |           |
| Item            |                | MFG            | Description                                                                                                        | Qty               | MSRP    | Cost                   | Total     |
| ETHFSS-SP       |                | Sound Off S... | "Select-A-Pattern Headlight Flasher, Solid State w/ 18"" wire leads (compatible w/ 2016+ Ford PI Utility) 9.5 amp" | 1                 | 70.00   | 38.50                  | 38.50T    |
| ENT2B3RBW       |                | Soundoff       | *undermirror lights* Intersector Under Mirror Mount, Black Housing, 18 LEDs, Tri Color - Red/Blue/White.           | 2                 | 298.00  | 163.895                | 327.79T   |
| VALR44S-TX2     |                | Federal Signal | 44" Valor, Police 2-color, includes choice of HKB, no interface module                                             | 1                 | 4028.00 | 2,215.40               | 2,215.40T |
| HKB-FPIU20      |                | Federal Signal | Light bar mounting hook kit for 2020 PI Utility                                                                    | 1                 |         | 0.00                   | 0.00T     |
| 43884           |                | Tessco         | LARSEN 152-162 MHz unity gain 1/4 wave chrome pre-tuned antenna                                                    | 1                 | 18.92   | 18.92                  | 18.92T    |
| LARNMOKHFUDF... |                |                | 25' High Frequency Coax with FME Connector                                                                         | 1                 |         | 25.72                  | 25.72T    |
|                 |                |                | ***Interior of vehicle***                                                                                          |                   |         |                        |           |
| ECVDMLTAL00     |                | Sound Off S... | *Drivers compartment domelight* White/Red All LED Domelight-Universal                                              | 1                 | 81.00   | 44.55                  | 44.55T    |
| SI340TK06       |                | Secure Idle    | Secure Idle Late Model Tahoe                                                                                       | 1                 | 149.25  | 124.37                 | 124.37T   |
| SSP3000B        |                | Federal Signal | Smart Siren Platinum 3000                                                                                          | 1                 | 1869.00 | 1,027.95               | 1,027.95T |
| AAM01JQH9JC1N   |                | Motorola       | CM300D VHF, 136-174 MHz, 45W, 99 Channels, w/ Display, Analog                                                      | 1                 | 759.00  | 581.96                 | 581.96T   |
| RSN4001A        |                | Motorola       | External Speaker 13W                                                                                               | 1                 | 66.00   | 60.39                  | 60.39T    |

**MHQ of Arizona**  
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|--------------|----------------|------------------------------------------------------------------------------------------------------|----------------|-------------------|--------|------------------------|--|
| Tom          | (480) 498-5105 | (480) 361-7716                                                                                       | 7am to 4pm M-F | www.mhqwest.com   |        | 2020 PI Utility Patrol |  |
| Item         | MFG            | Description                                                                                          | Qty            | MSRP              | Cost   | Total                  |  |
| CC-UV20-L-18 | Troy Products  | New! 2020 PI Utility 18" L-Shape Console, 8" Slope, 10" Level                                        | 1              | 491.00            | 273.00 | 273.00T                |  |
| FP-CM300     | Troy           | 2" Face Plate, Motorola CM-300.                                                                      | 1              |                   | 0.00   | 0.00T                  |  |
| FP-PLATNUM   | Troy           | 4" FedSig SSP-3000 faceplate.                                                                        | 1              |                   | 0.00   | 0.00T                  |  |
| FP-USB-2DC   | Troy           | DC Outlet/USB Module Face Plate.                                                                     | 1              | 68.25             | 44.36  | 44.36T                 |  |
| FP-SGTRAY    | Troy           | 4" face plate shallow tray w/sloped floor; Store cell phone, keys, wallet, sunglasses, etc. 1.75" H. | 1              | 40.00             | 26.00  | 26.00T                 |  |
| AC-INBHG     | Troy           | 4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.              | 1              | 52.50             | 34.12  | 34.12T                 |  |
| FP-BLNK2     | Troy           | 2" Blank Plate.                                                                                      | 1              |                   | 0.00   | 0.00T                  |  |
| MMBP-25      | Magnetic Mic   | Magnetic Mic Single Unit.                                                                            | 2              | 34.95             | 26.25  | 52.50T                 |  |
| AC-ARMMNT-58 | Troy           | Troy HEIGHT ADJUSTABLE FOAM ARM REST (5"x8") Bolts to Console Rear                                   | 1              | 162.75            | 105.78 | 105.78T                |  |
| GVPM3613D-H  | Pro- Gard      | Vertical Partition Mount Dual weapon Tri-lock gunrack with handcuff style key                        | 1              | 535.00            | 428.00 | 428.00T                |  |
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| Tom             | (480) 498-5105 | (480) 361-7716 | 7am to 4pm M-F                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | www.mhqwest.com   |         | 2020 PI Utility Patrol |           |
| Item            |                | MFG            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Qty               | MSRP    | Cost                   | Total     |
| ER11H425BM408N3 |                | Durabook       | Durabook R11, IP65, Intel Core i5-5200U 2.2GHz, 8GB DDR3, 128GB SSD, 11.6" FHD LCD (1920x1080) with Capacitive Multi-Touch Sunlight Readable Screen, X-Strap, Anti-Glare Screen Protector film, Stylus Pen and Tether, 802.11 a/b/g/n/ac Wireless, Bluetooth 4.0, 4130mAh Battery, AC Adapter and Power Cord, TPM 2.0, 5MP Rear Camera & FHD Webcam, RF Pass-Thru (WWAN/GPS), Gobi 5000 4G LTE with GPS, Windows 10 Professional 64-bit, 3-Year DURABOOK "Peace Of Mind" (POM) Warranty Coverage | 1                 | 2637.00 | 2,364.86               | 2,364.86T |
| DC-GT1950-4645  |                | Durabook       | LIND 12-16V Car Adapter-with 180 degree connector and 72" cable-Bare Wire                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                 | 110.00  | 110.00                 | 110.00T   |
| PMT-DOCK-R11-EX |                | Durabook       | PMT Expanded Vehicle Dock with RF Pass-Thru (Car Adapter sold separately)                                                                                                                                                                                                                                                                                                                                                                                                                        | 1                 | 749.00  | 719.00                 | 719.00T   |
| PKG-KB-201      |                | Havis          | Havis Rugged Keyboard and Keyboard Mount (Patent Pending) System.                                                                                                                                                                                                                                                                                                                                                                                                                                | 1                 | 619.26  | 434.72                 | 434.72T   |
| C-MD-312        |                | Havis          | Heavy Duty Computer Monitor / Keyboard Mount and Motion Device                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1                 | 460.66  | 322.46                 | 322.46T   |
| C-SM-SA         |                | Havis          | Universal Mounting Brackets For Angled Console                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1                 | 47.59   | 33.31                  | 33.31T    |
| ECVDMLTST4G     |                | Sound Off      | Interior Cargo/LED Dome Light, Flush Surface Mount w/ Grey Base, 6" x 3" - White LEDs.                                                                                                                                                                                                                                                                                                                                                                                                           | 1                 | 34.38   | 18.91                  | 18.91T    |

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| Tom                | (480) 498-5105 | (480) 361-7716                                                                              | 7am to 4pm M-F | www.mhqwest.com   |          | 2020 PI Utility Patrol |
| Item               | MFG            | Description                                                                                 | Qty            | MSRP              | Cost     | Total                  |
| TP-E-SL6-US-SS     | Troy           | US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket. | 1              | 866.25            | 563.06   | 563.06T                |
| SAB-20-FDUV-BB     | Troy Products  | New! 2020 PI Utility Big-Boy partition mounting kit. Extra seat-back recline.               | 1              | 311.00            | 0.00     | 0.00T                  |
| KP-UV20-DAP-SS     | Troy Products  | New! 2020 PI Utility 3-pc. Kick panel w/foot pockets - Use with Big-Boy mount               | 1              | 187.00            | 121.55   | 121.55T                |
| PS-20-UV-OS-R      | Troy Products  | New! Plastic seat with OS belts, rear partition (square-hole), square-hole side walls       | 1              | 1806.00           | 1,173.90 | 1,173.90T              |
| WG-20-UV-SET       | Troy Products  | New! 2020 PI Utility driver/passenger side window guards, welded bars, vertical design.     | 1              | 298.00            | 193.70   | 193.70T                |
| DP-UV20-SET        | Troy Products  | New! 2020 PI Utility driver and passenger side door panel (SET)                             | 1              | 285.00            | 185.25   | 185.25T                |
| CP-UV20-CARGO      | Troy Products  | New! 2020 PI Utility tilt-up cargo mount w/gas shocks.                                      | 1              | 525.00            | 341.25   | 341.25T                |
| AC-20-UV-TRAY      | Troy Products  | New! 2020 PI Utility electronics tray bolts to CP-UV20-CARGO                                | 1              | 260.00            | 169.00   | 169.00T                |
| PDU-12.5-42-18-001 | OPS            | Aluminum Pursuit Cargo Drawer                                                               | 1              | 843.63            | 632.72   | 632.72T                |

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| Rep          | Phone          | Fax                                                                                      | Office Hours   | Visit our Website |          | Project                |
|--------------|----------------|------------------------------------------------------------------------------------------|----------------|-------------------|----------|------------------------|
| Tom          | (480) 498-5105 | (480) 361-7716                                                                           | 7am to 4pm M-F | www.mhqwest.com   |          | 2020 PI Utility Patrol |
| Item         | MFG            | Description                                                                              | Qty            | MSRP              | Cost     | Total                  |
| MPSM6-FPIURS | Federal Signal | Ford Interceptor Utility Spoiler Bracket Kit                                             | 1              | 93.00             | 51.15    | 51.15T                 |
| MPS600U-RR   | Federal Signal | *drivers side spoiler light*<br>MicroPulse Ultra 6 LED Surface Mount Red/Red             | 1              | 146.00            | 80.30    | 80.30T                 |
| MPS600U-BB   | Federal Signal | *passenger spoiler light*<br>MicroPulse Ultra Low Profile 6 LED Surface Mount Blue/Blue  | 1              | 146.00            | 80.30    | 80.30T                 |
| MPS300U-R    | Federal Signal | *under hatch when hatch is open*<br>MicroPulse Ultra 3-LED Lighthead, Surface Mount Red  | 1              | 100.00            | 55.00    | 55.00T                 |
| MPS300U-B    | Federal Signal | *under hatch when hatch is open*<br>MicroPulse Ultra 3-LED Lighthead, Surface Mount Blue | 1              | 100.00            | 55.00    | 55.00T                 |
| ETFBSSN-P    | Sound Off      | Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.                        | 1              | 77.00             | 42.35    | 42.35T                 |
|              |                | ***MISC***                                                                               |                |                   |          |                        |
| CH15.1.20    | 911 Harness    | Ch15 with Single Stage Timer, and 20' Outputs                                            | 1              | 760.00            | 475.00   | 475.00T                |
| Tint- Window |                | Window Tint                                                                              | 1              |                   | 240.00   | 240.00T                |
| Graphics     |                | Graphics                                                                                 | 1              |                   | 1,018.15 | 1,018.15T              |
| Labor AZ     | MHQ of AZ      | EVT Certified Installation Labor                                                         | 52             | 110.00            | 70.00    | 3,640.00               |

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|-----------|----------------|----------------------------------|----------------|-------------------|--------|------------------------|--|
| Rep       | Phone          | Fax                              | Office Hours   | Visit our Website |        | Project                |  |
| Tom       | (480) 498-5105 | (480) 361-7716                   | 7am to 4pm M-F | www.mhqwest.com   |        | 2020 PI Utility Patrol |  |
| Item      | MFG            | Description                      | Qty            | MSRP              | Cost   | Total                  |  |
| Materials |                | Misc Shop Supplies and Materials | 1              |                   | 165.00 | 165.00T                |  |
| Shipping  |                | Shipping                         | 1              |                   | 420.00 | 420.00                 |  |
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Please contact Tom VanNess with any questions, (480) 375-1276 . Thank you for your business!



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6.d.

**Meeting Date:** 08/13/2019  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
 Phone: 928-636-7140 x-1226  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of \$29,446.48.

### RECOMMENDED ACTION:

Approve a Cooperative Purchasing Agreement between the Town and Don Sanderson Ford for purchase of a 2020 Ford Escape for the Building Department, in the amount of \$29,446.48.

### SITUATION AND ANALYSIS:

In the Fiscal Year 2019/2020 budget staff proposed purchasing a new vehicle from the Capital Asset Replacement Fund for use by the Building Department. This will replace a Ford F150 that will be transferred to Code Enforcement.

The vehicle will be purchased from Sanderson Ford on State of Arizona Contract ADSP017-166123.

The total purchase price is \$29,446.48.

### Other Pertinent Documents Available Upon Request:

**Appendix 6d-A.** Cooperative Purchasing Agreement With Sanderson Ford is available at [www.chinoaz.net/AgendaCenter](http://www.chinoaz.net/AgendaCenter) with the August 13, 2019 meeting documents

### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 10-95-5501  
**Available:** 29446.48  
**Funding Source:**

The vehicle was budgeted in the Capital Asset Replacement Fund.

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**Attachments**

Escape Quote

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### Government Fleet Sales Managers

Dave Harris (623) 930-5961 [dharris@sandersonford.com](mailto:dharris@sandersonford.com)  
 Richard Fowler (623) 930-5962 [rfowler@sandersonford.com](mailto:rfowler@sandersonford.com)  
 Tim McWilliams (623) 842-8808 [tmac@sandersonford.com](mailto:tmac@sandersonford.com)

**Department Fax: (623) 930-5966**

**Date:** 7/25/2019

**Customer:** Town of Chino Valley

**FAX:** \_\_\_\_\_

**Vehicle Description:** 2020 Ford Escape SE All Wheel Drive (U9G)

\*\*\*\*\*##### State of Arizona Contract ADSP017-166123

**Base Price:** \$27,135.00

#### Upgrade Options:

|     |                                               |                      |
|-----|-----------------------------------------------|----------------------|
| 1.  | 1.5L Ecoboost with Auto Start-Stop Technology | std                  |
| 2.  | 8 spd Automatic Transmission                  | std                  |
| 3.  | Electronic Climate A/C with Rear Air Duct     | std                  |
| 4.  | Power Equipment Pkg                           | std                  |
| 5.  | Cruise Control                                | std                  |
| 6.  | Ford Co-Pilot 360 (BLIS, Lane Keeping Asst)   | std                  |
| 7.  | FordPass Connect hotspot with trial subscrip  | std                  |
| 8.  | SYNC 3 with 8" LCD Touchscreen                | std                  |
| 9.  | LED signature Headlamps                       | std                  |
| 10. | Unique Cloth Buckets-10 way power driver      | std                  |
| 11. |                                               |                      |
| 12. | 4 keys total (dealer)                         | included in contract |
| 13. |                                               |                      |
| 14. |                                               |                      |
| 15. |                                               |                      |
| 16. |                                               |                      |
| 17. | Factory Order approx 12-16 weeks              |                      |

**Upgrade Options Total:** \$0.00

**Bid Price (w/options):** \$27,135.00

**Sales Tax (8.5%):** \$2,306.48

**Tire Tax:** \$5.00

**Ford Extended Service Plan:** \_\_\_\_\_

**Total Delivered Price:** \$29,446.48

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6.e.

**Meeting Date:** 08/13/2019  
**Contact Person:** Frank Marbury, Public Works Director/Town Engineer  
 Phone: 928-636-7140 x-1226  
**Department:** Public Works  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** WRF

### AGENDA ITEM TITLE:

Consideration and possible action to award a contract for biosolids removal services to Waste Management of Arizona, Inc.

### RECOMMENDED ACTION:

Award a contract for biosolids removal services to Waste Management of Arizona, Inc.

### SITUATION AND ANALYSIS:

Town staff advertised a bid solicitation for Biosolids Removal Services on June 12, 2019 for the removal, transportation and disposal of biosolids from the Town's Water Reclamation Facility (WRF). On July 3, 2019, the Town received one bid as follows:

Waste Management of Arizona, Inc.  
 222 S. Mill Ave., Suite 333  
 Tempe, AZ 85282

Price per haul: \$420.00 each  
 Disposal per ton: \$48.02  
 Additional Costs: \$48.00 per liner  
 ADEQ Fee: \$0.25 per ton

The current anticipated annual cost for biosolids removal, transportation and disposal is estimated between \$50,000 - \$100,000.

The initial term of the contract is one year. After the expiration of the initial term, the contract may be renewed for up to four successive one-year terms.

### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 06-83-5218

**Available:** \$70,000

**Funding Source:**

The Town budgeted \$70,000 for fiscal year 2019/2020

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**Attachments**

Biosolids Removal Bid

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## INVITATION FOR BIDS

Town of Chino Valley  
Public Works Department  
1982 Voss Drive  
Chino Valley, Arizona 86323

### SOLICITATION INFORMATION AND SCHEDULE

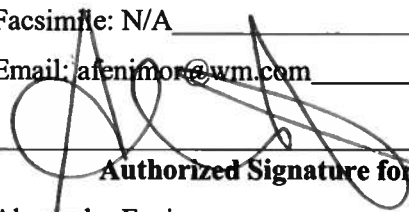
|                                  |                                                                                                                                                  |                                    |
|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| Solicitation Title:              | Biosolids Removal Services                                                                                                                       |                                    |
| Release Date:                    | <b>June 3, 2019</b>                                                                                                                              |                                    |
| Advertisement Dates:             | <b>June 12, 2019 – Prescott Daily Courier</b>                                                                                                    |                                    |
| <b>NON-MANDATORY</b>             | <b>June 27, 2019</b>                                                                                                                             |                                    |
| Prospective Bidders' Conference: | <b>10:00 a.m.</b> (local-time, Chino Valley, Arizona)<br>Chino Valley Waste Recovery Facility<br>2190 Rodeo Drive<br>Chino Valley, Arizona 86323 |                                    |
| Final Date for Inquiries:        | <b>June 28, 2019</b>                                                                                                                             |                                    |
| Bid Deadline:                    | <b>July 3, 2019</b><br>3:00 p.m. (local-time, Chino Valley, Arizona)                                                                             |                                    |
| Bid Opening:                     | <b>July 3, 2019</b><br>3:00 p.m. (local-time, Chino Valley, Arizona)                                                                             |                                    |
| Town Representative:             | Mike Bovee                                                                                                                                       | mbovee@chinoaz.net<br>928-636-7140 |

In accordance with the Town of Chino Valley Procurement Policy, competitive sealed Bids for the services specified herein will be received at the Town of Chino Valley Public Works Department at the above-referenced location until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the Public Works Department on, or prior to, the Bid Deadline. Late Bids will not be considered and will be returned unopened. Each Bid shall be submitted in a sealed envelope with the Solicitation Name and the Bidder's name and address clearly indicated on the front of the envelope.

**\* The Town of Chino Valley reserves the right to amend the solicitation schedule as necessary.**

**OFFER**

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the Town under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits, Specifications, Plans and other documents included as part of this Contract (the "Contract Documents").

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Arizona Transaction (Sales) Privilege<br>Tax                      License                      Number:                      20019845<br><hr/> Federal Employer Identification<br>Number: 86-0198265<br>Waste      Management                      of                      Arizona,                      Inc.<br><hr/> <div style="text-align: center;">Contractor Name</div> <hr/> 222                      S                      Mill                      Ave,                      Suite                      333<br><hr/> <div style="text-align: center;">Address</div> <hr/> Tempe,                      AZ                      85282<br><hr/> <div style="display: flex; justify-content: space-between;"> <span>City</span> <span>State</span> <span>Zip Code</span> </div> | For Clarification of this Bid contact:<br><br>Name: Alexander Fenimore _____<br>Telephone: (602) 763-9222 _____<br>Facsimile: N/A _____<br>Email: afenimore@wm.com _____<br><div style="text-align: center;"> <br/> <b>Authorized Signature for Contractor</b> </div> <hr/> Alexander Fenimore<br><div style="text-align: center;">Printed Name</div> <hr/> Industrial Account Manager<br><div style="text-align: center;">Title</div> |
| <b>ACCEPTANCE OF OFFER (FOR TOWN OF CHINO VALLEY USE ONLY)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Effective Date: _____ Contract No. _____ Official File: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>TOWN OF CHINO VALLEY,<br/>an Arizona municipal corporation</p> <br/><br/> <p>_____</p> <p>Darryl Croft, Mayor</p> <br/> <p>ATTEST:</p> <br/><br/> <p>_____</p> <p>Jami Lewis, Town Clerk</p> </div> <div style="width: 45%; text-align: right;"> <p>APPROVED AS TO FORM:</p> <br/><br/> <p>_____</p> <p>Andrew J. McGuire, Town Attorney</p> </div> </div>                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

**ARTICLE I - DEFINITIONS**

For purposes of this Invitation for Bids, the following definitions shall apply:

- 1.1 “Bid” or “Offer” means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.
- 1.2 “Bid Deadline” means the date and time set forth on the cover of this IFB for the Town of Chino Valley Public Works Department to be in actual possession of the sealed Bids.
- 1.3 “Bid Opening” means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.
- 1.4 “Bidder” means any person or firm submitting a competitive Bid in response to this IFB.
- 1.5 “Confidential Information” means that portion of a Bid, Proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.
- 1.6 “Contract” means, collectively, (i) the executed Offer/Bid, (ii) this IFB, including all completed exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor’s Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies and (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of the Contract only if they are accepted by the Town in writing on the Price Sheet.
- 1.7 “Contractor” means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the Town.
- 1.8 “Day(s)” means calendar day(s) unless otherwise specified.
- 1.9 “Invitation for Bids” or “IFB” means this request by the Town for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Services and/or Materials in compliance with the Town’s Procurement Policy.
- 1.10 “Materials” means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.
- 1.11 “Multiple Award” means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.
- 1.12 “Price” means the total expenditure for a defined quantity of a commodity or service.
- 1.13 “Procurement Administrator” means a Town employee who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.
- 1.14 “Procurement Agent” means the Town Manager or authorized designee.
- 1.15 “Procurement Policy” means the Town’s Procurement Policy, as amended from time to time.
- 1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the IFB.

1.17 “Services” means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include “professional and technical services” as defined in the Procurement Policy.

1.18 “Specification” means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.19 “Subcontractor” means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.20 “Town” means the Town of Chino Valley, an Arizona municipal corporation.

1.21 “Town Representative” means the Town employee who has specifically been designated to act as a contact person to the Town’s Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor’s performance under this Contract and for providing information regarding details pertaining to the Work.

1.22 “Vendor” means any firms, entities or individuals desiring to prepare a responsive Bid in response to this IFB.

1.23 “Work” means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the Services required by this Contract.

## ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The purpose of this IFB is to secure a qualified, licensed Contractor(s) to provide Bio Solid Removal Service (the “Services”) as more particularly described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. The resulting Contract(s) is/are intended to be an indefinite quantity and indefinite delivery contract(s) for the Services based on the Town’s needs. The Town does not guarantee any minimum or maximum amount of Services will be requested by the Town pursuant to the Contract.

2.2 Amendment of IFB. No alteration may be made to this IFB or the resultant Contract without the express, written approval of the Town in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Services specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The Town will consider as “irregular” or “non-responsive” and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the Town to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.
3. Bidder cannot demonstrate financial stability.
4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications stated in the Scope of Work part of this IFB are the minimum levels required and that Bids submitted must be for products or Services that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Scope of Work.

C. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Price Sheet (Exhibit B or as subsequently replaced by Addendum).
3. Licenses; Certifications; DBE/WBE Status (Exhibit C).
4. References (Exhibit D).
5. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit E).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed or hand-delivered to the following address: Town of Chino Valley Public Works Department, 1982 Voss Drive, Chino Valley, Arizona 86323.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the Town Procurement Policy.

#### 2.4 Inquiries; Interpretation of Specifications; Scope of Work

A. Inquiries. Any question related to the IFB, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representative whose name appears on the cover page of this IFB. Verbal or telephone inquiries directed to Town staff **will not be answered**. Within two

business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the Town and who legibly provided a mailing address, facsimile and/or e-mail address to the Town. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the Town with respect to this IFB will be available at:

Town of Chino Valley  
1982 Voss Drive, Chino Valley, Arizona 86323

Town's website at <https://www.chinoaz.net>

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written request for approval has been received by the Town Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the proposed substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Scope of Work or Specifications for Materials, articles, products and equipment include the phrase "or equal," Bidder may bid upon and use Materials, articles, products and equipment that will perform equally the duties imposed by the general design. The Town Representative will have the final approval of all Materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Town Representative. Approvals for "equals" before Bid Opening may be requested in writing to the Town Representative for approval. Requests must be received at least 10 Days prior to the Bid Deadline. The request shall include the name of the Material, article, product or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, performance and test data and any other information necessary for approval of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the Town's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the Town at the Prospective Bidders' Conference. The Town will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Pricing. Work shall be provided at the unit prices as set forth in the Price Sheet attached hereto as Exhibit B and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The Town shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the Town.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements, if any.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the Town and will not be returned.

2.12 Public Record. All Bids shall become the property of the Town. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the Town's Procurement Policy, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in

writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the Town Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit C and incorporated herein by reference. Upon the Town's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit B. Total bid price does not include any Town allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit D and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the Town's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The Town's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the Town in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It 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 Town employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to subsection 3.14(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the Town.

2.17 Award of Contract.

A. Multiple Award. The Town may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Line Item Option. Unless the Bidder's Offer indicates otherwise, or unless specifically provided within the Contract, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town. The Town's flexibility with respect to the method of award also includes any items bid as alternates, which may be accepted or rejected, in whole or in part, at the Town's sole discretion.

C. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates selected by the Town, if any, and taxes, but excluding "as-needed" services requested by the Town and (3) Bidder qualifications to provide the Services/Materials.

D. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this IFB, the Town expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

E. Offer. A Bid is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Bidder Offers shall be valid and irrevocable for 90 Days after the Bid Opening.

F. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the Town Procurement Policy.

### ARTICLE III – GENERAL TERMS AND CONDITIONS

#### 3.1 Term.

A. Initial Term. This Contract shall be effective from the date it is fully executed by the Town and remain in full force and effect for one year thereafter (the "Initial Term"), unless terminated as otherwise provided herein.

B. Renewal Terms. After the expiration of the Initial Term, this Contract may be renewed for up to four successive one-year terms (each a "Renewal Term") if (A) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) at least 30 Days prior to the end of the then-current term of the Contract, the Contractor requests, in writing, to extend the Contract for an additional one-year term and (C) the Town approves the additional one-year term in writing (including any price adjustments), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Contract shall cause the Contract to terminate at the end of the then-current term of this Contract; provided however, that the Town may, at its discretion and with the agreement of the awarded Contractor, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Contractor shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Contractor claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

3.2 Compensation. The Town shall pay the Contractor for Services completed and accepted by the Town at the rates set forth in the Price Sheet. The Contractor shall not commence any billable Work or provide any Services under this Contract until the Contractor receives an executed purchase order from the Town.

3.3 **Payments.** The Contractor will be paid on the basis of invoices submitted following acceptance of the Services/Materials. All invoices shall document and itemize all Services performed and Materials delivered in sufficient detail to justify payment and shall include the Work Order number authorizing the transaction and shall be delivered to the Town Accounts Payable address indicated on the face of the Work Order, unless otherwise specified. All transportation charges must be prepaid by the Contractor. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the claim or the Materials, whichever is later.

3.4 **Documents.** All documents prepared and submitted to the Town pursuant to this Contract shall be the property of the Town.

3.5 **Safety Plan.** Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant 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.

3.6 **Contractor Personnel.** Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Contract. Contractor agrees to assign specific individuals to key positions. If deemed qualified, the Contractor is encouraged to hire Town residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Contract, key personnel shall not be removed or replaced without prior written notice to the Town. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the Town's representative. If Key Personnel are not available to perform the Services for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

3.7 **Inspection; Acceptance.** All Work shall be subject to inspection and acceptance by the Town at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the Town.

3.8 **Licenses; Materials.** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor. The Town has no obligation to provide Contractor, its employees or Subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The Town has no obligation to provide tools, equipment or Material to Contractor.

3.9 **Performance Warranty.** Contractor warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

3.10 **Indemnification.** To the fullest extent permitted by law, the Contractor 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 Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance

of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.11 Changes; Cancellation. The Town reserves the right to cancel or make changes in the Services or Materials to be furnished by the Contractor within a reasonable period of time after issuance of Work Orders. If such changes cause an increase or decrease in the amount due under the Work Order, or in the time required for Contractor's performance, an acceptable adjustment shall be made and the Work Order shall be modified in writing accordingly. Any agreement for adjustment must be asserted in writing within 10 Days from when the change is ordered. Should a Work Order be canceled, the Town agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Work Order. The Town will not reimburse the Contractor for any costs incurred after receipt of a notice of cancellation from the Town, or for lost profits, shipment of product or costs incurred prior to issuance of a Work Order.

3.12 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Contract at the Town's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the Town as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its

agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement(s) with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the Town and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any Work or Services under this Contract, Contractor will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the Town 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of the Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability

of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Subsection.

**B. Required Insurance Coverage.**

1. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor’s owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor’s Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

4. Workers’ Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers’ compensation insurance, Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days’ prior written notice to the Town.

3.13 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.14 Termination; Cancellation.

A. For Town's Convenience. This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by Contractor of written notice by the Town. Upon termination for convenience, Contractor shall be paid for all undisputed Services performed and Materials delivered to the termination date.

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

C. Due to Work Stoppage. This Contract may be terminated by the Town upon 30 Days' written notice to Contractor in the event that the Services are permanently abandoned. In the event of such termination due to Work stoppage, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

D. Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Contract without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the Town or any of its departments or agencies is, at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter of the Contract.

E. Gratuities. The Town may, by written notice to the Contractor, cancel this Contract if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the Town for the purpose of securing this Contract. In the event this Contract is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

F. 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 Contractor 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. Contractor 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.

3.15 Miscellaneous.

A. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that all Services and Materials provided under this Contract are being provided as an independent contractor, not as an employee or agent of the Town. Contractor, its employees and Subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual Work of Contractor, its employees or Subcontractors. The Contractor, and not the Town, shall determine the time of its performance of the Services provided under this Contract so long as Contractor meets the requirements of its agreed Scope of Work as set forth in Section 2.1 above and in Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Contractor do not intend to nor will they combine business operations under this Contract.

B. Laws and Regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Contract ensure that it and any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services or Materials including, but not limited to, the following: (1) existing and future Town and County ordinances and regulations; (2) existing and future state and federal laws; and (3) existing and future OSHA standards.

C. Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the Town when such changes do not alter the Contract Price.

D. Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will promptly be physically amended to make such insertion or correction.

E. Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

F. Entire Agreement; Interpretation; Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

G. Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

H. Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Services or Materials specified herein without the prior, written approval of the Town. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

I. Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the Town to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the Town's acceptance of and payment for Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Contract.

J. Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

K. Liens. All Services or Materials shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

L. Offset.

1. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

2. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Contractor any amounts Contractor owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) 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: Cecilia Gritman, 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 Contractor:                    Waste Management of Arizona, Inc \_\_\_\_\_  
                                                 222 S Mill Ave, Suite 333 \_\_\_\_\_  
                                                 Tempe, AZ 85282 \_\_\_\_\_  
                                                 Attn: Alexander Fenimore \_\_\_\_\_

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 (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) 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.

N. Overcharges by Antitrust Violations. The Town maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

O. Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; 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 force majeure notifies the other party, in accordance with subsection 3.15(M), 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 this Contract. Force majeure shall not include the following occurrences:

1. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

2. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Subsection 3.15(O). Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Subsection 3.15(M) and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

P. Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the Town. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

Q. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.15(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (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 (1) evaluation and verification of any invoices, payments or claims based on Contractor'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 Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.15 (R) below.

To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor 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 Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor 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 subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

R. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the Town.

S. Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

T. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Contract, the IFB, the Scope of Work, any Town-approved Purchase Order, the Price Sheet, any Town-approved Work Orders, invoices and the Contractor's response to the IFB, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2.1 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Contract (collectively, the "Unauthorized Conditions"), other than the Town's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the Town of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Contract. If the Agreement is renewed pursuant to Subsection 3.1(B) above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

U. Non-Exclusive Contract. This Contract is entered into with the understanding and agreement that it is for the sole convenience of the Town of Chino Valley. The Town reserves the right to obtain like goods and Services from another source when necessary.

V. Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Contract in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Contract shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Contract. The Town shall not be responsible for any disputes arising out of transactions made by others.

W. Special Provisions. N/A

## SCOPE OF WORK

### Biosolids Removal Services PW 19-001

#### 1. Qualifications; Requirements.

- 1.1 The Contractor has all necessary certifications, licenses and permits required by federal, state and local agencies to perform biosolids removal, transportation and disposal services.
- 1.2 The Contractor has been in business for a minimum of five years performing the requested Services prior to the award of this Contract.
- 1.3 Contractor has all the equipment, tools, resources and sufficient personnel to efficiently provide the Services as specified in this Scope of Work, including the ability to meet any circumstances that may be created by peak periods of production.

#### 2. General Scope of Work.

- 2.1. Perform the Services as scheduled by the Town, consistent with industry best practices, and comply with all applicable federal, state and local rules and regulations.
- 2.2 Provide a total of Two roll-off bins (the "Bins") to the WRF that meet the requirements listed herein.
  - A. The Bins shall be 22' feet long, 8'0" high from the wheelbase and 9' wide with wheels and with a minimum capacity of 20 tons.
  - B. The Bins must be in good condition without any holes or protrusions that allow contents to leak from the containers.
  - C. Contractor shall provide form-fitted polyethylene liners with a minimum thickness of 6 mils for the Bins, if required.
- 2.3 Contractor must be capable of providing additional Bins within four hours of request, Monday through Saturday.
- 2.4 The WRF hours of operation are 5:30 a.m. to 4:00 p.m. Contractor shall be prepared to pick up full Bins no later than 7:30 a.m., and transport them to the solid waste landfill for disposal. The Town currently anticipates there will be an average of one pickup per week.

- 2.5 Services shall be available, if needed, on Saturdays, 6:00 a.m. to 3:00 p.m., and holidays. The Town will provide 24 hours advance notice of the required holiday schedule.
- 2.6 Contractor shall transport all biosolids off-site in vehicles and in a manner that meets all applicable federal, state and local agencies rules, regulations and requirements. The use of biosolids spreading equipment for transportation of biosolids on public roads is not permitted.
- 2.7 Contractor shall dispose of all biosolids at an approved landfill site obtained by Contractor.
- 2.8 Contractor is responsible for all loads leaving the WRF and any spillage or leakage of biosolids. Contractor must clean up all spills/leaks that may occur enroute to the landfill and repair or replace any property that is affected by the spillage or leakage at Contractor's sole expense.
- 2.9 The Town shall determine the method used for biosolids volume accountability, after consultation with the Contractor. The Contractor shall cooperate fully with Town requests for inspection and monitoring frequency.
- 2.10 Contractor shall keep legible and detailed documentation on all Work performed pursuant to this Contract.
- 2.11 Contractor shall provide a copy of each nonhazardous waste manifest and associated scale ticket to the Town representative by the next business day; the manifest and scale ticket must include the following information:
  - A. Gross weight – pounds.
  - B. Tare weight – pounds.
  - C. Net weight – pounds and tons.
- 2.12 The Contractor must supply the Town with the date of activity for:
  - A. Biosolids Removed and Transported.
  - B. Biosolids Application.
- 2.13 Contractor is responsible for all charges and fees, including, but not limited to, profiling, transportation and dumping. Landfill fees are to be billed at the prevailing landfill rates and shall be a pass-through without markup to the Town.
- 2.14 Stand-by fees are not permitted.

2.15 Monthly invoices shall include, but not be limited to, the following:

- A. Name of Town's representative who requested the Services.
- B. Date of Services.
- C. Site arrival and departure times.
- D. Services performed.
- E. Number of hours.
- F. Name of technician(s).
- G. Signature of Town representative.

2.16 All documentation/invoices must be submitted to the Town representative at:

Town of Chino Valley  
202 N State Route 89  
Chino Valley, Az 86323

2.17 Contractor shall ensure that all vehicles and equipment are in good operating condition at all times and shall not use Town property to repair or service its vehicles, unless authorized in writing by the Town representative. If an emergency repair is needed to Contractor's truck at the WRF, it must be done in such a manner that does not damage Town property.

2.18 In the event Contractor's actions results in damage to either Town and/or adjacent property, the Contractor shall repair or replace the same at no cost to the Town. If the damage caused by the Contractor has not been repaired within five days, the Town may choose to repair or replace the damaged property and deduct the cost from the monies due the Contractor.

### 3. Contractor Personnel.

3.1 Contractor shall designate a local contact representative who will oversee the technicians assigned to this Contract and who shall provide all required reports, estimates, invoices and documentation to the Town Representative or designee.

3.2 Personnel must wear identification while performing the Services.

3.3 Contractor's non-technical personnel are not allowed to perform a job without site supervision.

3.4 Personnel must not have been convicted of any crime.

- 3.5 Personnel may not carry firearms or have them in their vehicles.
- 3.6 Personnel shall conduct themselves in a respectable and courteous manner.
- 3.7 Personnel are not permitted to play loud music, make unnecessary loud noise, or use inappropriate language.
- 3.8 Personnel may use tobacco products only in designated smoking areas.
- 3.9 Personnel must adhere to the Town's Drug and Alcohol Policy.
- 3.10 Day labor or temporary workers are not permitted.
- 3.11 It is the sole responsibility of Contractor's personnel to safeguard all equipment, materials, tools and supplies while on Town property. The Town will not assume any responsibility for vandalism.
- 3.12 If at any time the Town representative, or designee, is dissatisfied with the Services provided by Contractor's personnel, the personnel will be replaced.
- 3.13 If there is a reasonable doubt regarding Contractor's personnel, the Town representative may request a security/background check, which Contractor must respond to within 24 hours.

ATTACHMENT 1  
TO  
EXHIBIT A  
TO  
ACTUAL BIOSOLIDS TONAGE

| Town of Chino Valley       |              |            |
|----------------------------|--------------|------------|
| Wastewater Treatment Plant |              |            |
| Actual Biosolids Tonage    |              |            |
| Date                       | Total Tonage | # of Hauls |
| JUNE 17                    | 46.97        | 5          |
| JULY 17                    | 50.03        | 5          |
| AUG 17                     | 44.02        | 5          |
| SEPT 17                    | 46.70        | 5          |
| OCT 17                     | 50.56        | 5          |
| NOV 17                     | 51.24        | 6          |
| DEC 17                     | 35.98        | 4          |
| JAN 18                     | 56.03        | 6          |
| FEB 18                     | 41.63        | 4          |
| MAR 18                     | 59.43        | 6          |
| APR 18                     | 62.17        | 6          |
| MAY 18                     | 60.83        | 6          |
| JUNE 18                    | 58.88        | 6          |
| JULY18                     | 54.80        | 5          |
| AUG 18                     | 59.64        | 6          |
| SEPT 18                    | 51.13        | 5          |
| OCT 18                     | 53.68        | 5          |
| NOV 18                     | 72.49        | 7          |
| DEC 18                     | 65.33        | 7          |
| JAN 19                     | 72.27        | 8          |
| FEB 19                     | 66.78        | 8          |
| MAR 19                     | 71.63        | 8          |

**EXHIBIT B**  
**PRICE SHEET**

Biosolids Removal Services  
PW 18-071

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

| Item | Description                               | Unit | Unit Price* | Bidder Notes       |
|------|-------------------------------------------|------|-------------|--------------------|
| 1.   | Price per haul                            | Each | \$420.00    |                    |
| 2.   | Disposal per ton (to authorized landfill) | Ton  | \$48.02     | Gray Wolf Landfill |
| 3.   | Additional Costs (Must specify)           | Per  | \$48.00     | PER LINER          |
| 4.   | ADEQ Fee                                  | Ton  | \$0.25      |                    |

\*All bids are presumed to include all applicable taxes.

**ADDITIONAL INFORMATION TO BE SUPPLIED**

Name of landfill: Gray Wolf Landfill

Description of the biosolids transport truck to be used:

Manufacturer: 2019 Peterbilt

Model: 365

Biosolids Transport Capacity: 20 cubic yards

10 tons

Discount/payment terms: N/A

Company Name: Waste Management of Arizona, Inc Date: 07/01/2019

**ADDITIONAL INFORMATION TO BE SUPPLIED**

**EXHIBIT C  
TO  
INVITATION FOR BIDS FOR**

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**[Licenses; Certifications; DBE/WBE Status]**

**See following page.**

**LICENSE; CERTIFICATIONS; DBE/WBE STATUS**

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- **Attach a copy of Contractor's License and applicable certifications to your bid submittal.**
- **Attach a copy of your Business License\* to your bid submittal.**

\* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting Town as a reporting jurisdiction or current Town Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?  
Yes \_\_\_\_\_, No X \_\_\_\_\_.

If yes, please provide details and documentation of the certification.

ARIZONA DEPARTMENT OF REVENUE  
ATTN: Customer Care and Outreach  
PO BOX 29032  
Phoenix, AZ 85038-9032

04789



ARIZONA DEPARTMENT OF REVENUE  
**TRANSACTION PRIVILEGE TAX LICENSE**  
**NOT TRANSFERABLE**

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

2019

**ISSUED TO:** WASTE MANAGMENT ARIZONA LANDFILLS  
INC  
PO BOX 4333  
LISLE IL 60532

ALL communications and  
reports MUST REFER to  
this LICENSE NO.

► **LICENSE:** 20019845  
**START DATE:** 02/01/2004  
**ISSUED:** 12/04/2018  
**EXPIRES:** 12/31/2019

**LOCATION:** CODE 014  
PRESCOTT VALLEY C&D LANDFILL  
2640 N LAKE VALLEY RD  
PRESCOTT VALLEY, AZ 86314  
1800054395535

**BUSINESS CODE**

014 - PERSONAL PROPERTY RENTAL  
017 - RETAIL  
029 - USE TAX  
030 - USE TAX FROM INVENTORY  
017 - RETAIL  
029 - USE TAX  
030 - USE TAX FROM INVENTORY  
214 - RENTAL, LEASING AND  
LICENSING FOR USE OF TPP

**REGION**

YAV - YAVAPAI  
YAV - YAVAPAI  
YAV - YAVAPAI  
YAV - YAVAPAI  
PL - PRESCOTT VALLEY  
PL - PRESCOTT VALLEY  
PL - PRESCOTT VALLEY  
PL - PRESCOTT VALLEY

**JURISDICTION**

COUNTY  
COUNTY  
COUNTY  
COUNTY  
CITY  
CITY  
CITY  
CITY

000180808H0000P6284540800019

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

EXHIBIT D  
TO  
INVITATION FOR BIDS FOR

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[References]

See following page.

## REFERENCES

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references may result in disqualification. Bidder may also attach another sheet with additional references.

|                              |                                                                                            |
|------------------------------|--------------------------------------------------------------------------------------------|
| 1. Company:                  | <u>City of Goodyear</u>                                                                    |
| Address                      | <u>190 N Litchfield Rd</u>                                                                 |
| City/State/Zip Code          | <u>Goodyear, AZ 85338</u>                                                                  |
| Contact:                     | <u>Victoria Jackson</u>                                                                    |
| Telephone Number:            | <u>623-882-7845</u>                                                                        |
| Date of Contract Initiation: | <u>6-2006</u> <span style="float: right;"><u>Contract Expiration Date: 3-2020</u></span>   |
| Project Description:         | <u>Hauling and disposal of their biosolids waste</u>                                       |
| Contract Value:              | <u>\$ 250,000</u> <span style="float: right;"><u>Annual Amount</u></span>                  |
|                              |                                                                                            |
| 2. Company:                  | <u>City of Surprise</u>                                                                    |
| Address                      | <u>16000 N Civic Center Plaza</u>                                                          |
| City/State/Zip Code          | <u>Surprise, AZ 85374</u>                                                                  |
| Contact:                     | <u>Christina Betz</u>                                                                      |
| Telephone Number:            | <u>623-222-6220</u>                                                                        |
| Date of Contract Initiation: | <u>12-2007</u> <span style="float: right;"><u>Contract Expiration Date: 12-2022</u></span> |
| Project Description:         | <u>Disposal of biosolids waste</u>                                                         |
| Contract Value:              | <u>+\$1MM</u> <span style="float: right;"><u>Annual Amount</u></span>                      |
|                              |                                                                                            |
| 3. Company:                  | <u>City of Chandler</u>                                                                    |
| Address                      | <u>175 S Arizona Ave</u>                                                                   |
| City State/Zip Code          | <u>Chandler, AZ 85225</u>                                                                  |
| Contact:                     | <u>Mark King</u>                                                                           |
| Telephone Number:            | <u>480-782-3524</u>                                                                        |
| Date of Contract Initiation: | <u>10-2010</u> <span style="float: right;"><u>Contract Expiration Date: 9-2020</u></span>  |
| Project Description:         | <u>Disposal of biosolids</u>                                                               |
| Contract Value:              | <u>+\$1MM</u> <span style="float: right;"><u>Annual Amount</u></span>                      |

EXHIBIT E  
TO  
INVITATION FOR BIDS FOR

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[Acknowledgment of Addenda received, if any]

See following page(s).

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a horizontal line and a large, stylized 'S'.

**EXHIBIT F  
TO  
INVITATION FOR BIDS FOR**

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**[Work Orders]**

**See following pages (to be attached subsequent to execution).**



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

6.f.

**Meeting Date:** 08/13/2019

**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208

**Department:** Town Clerk

**Item Type:** Consent

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#### AGENDA ITEM TITLE:

Consideration and possible action to accept the July 16, 2019, study session minutes.

#### RECOMMENDED ACTION:

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#### Attachments

July 16, 2019 Minutes

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# DRAFT

## MINUTES OF THE STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, JULY 16, 2019  
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, July 16, 2019.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Lon Turner

Absent: Councilmember Annie Perkins

Staff Present: Town Manager Cecilia Gritman; Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Planner Alex Lerma; Economic Development Project Manager Maggie Tidabeck; Police Chief Chuck Wynn; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Vickie Nipper (recorder)

### 1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

### 2) Presentation and discussion regarding financial analysis and priorities pertaining to capital improvements. (Joe Duffy, Finance Director)

Joe Duffy presented the following:

- Council needed to determine and prioritize which projects to move forward to the current budget.
- Major goals over \$50,000 from previous year's budget:
  - General Fund: New police car, Parks and Recreation equipment, Old Home Manor (OHM) cleanup and trash and debris disposal, parking lot maintenance and roofing, Memory Park restrooms, mechanic service truck, document management system.
  - Capital Management Fund: Assess replacement – recommended an all-wheel drive vehicle for the building department and a possible second vehicle later in the year.
  - HURF: Used water truck, pothole patch truck (demo first).
- Water/Sewer Enterprise Fund: A credit card based water fill station, collection system cleaning, drying beds, collection system cleaning, second headworks and belt press repair (WIFA reserve funds for repair of worn out items), equalization basin design and construction, and plant expansion design and construction.
- New items that needed to be addressed were:
  - Strategic sewer line extensions at Smith Court with the majority of the cost recouped through property owners.
  - Should Perkinsville Road residential lots, close to Town water and sewer, be allowed

- to have private wells and sewer or be required to connect to Town utilities? Council wanted staff to pursue both extension items and bring back job order costs.
- Road 2 North water and sewer extension to private development (Clayton Homes) of 150 lots that would benefit other property owners adjacent to the development. The Town would have to front the money for the extension with the allocation of recouped funds based on the assessment formula of highest use. The Town may have to borrow funds but should get all funds refunded in time. The cost was still being developed but the total cost of the project would include street improvements.
- Capital Improvements was one percent of the Town's sales tax used for major general fund projects.
  - *Projects already planned:* Old Home Manor Master Plan and lot development; One North Signal; Rural Economic Development Grant Match; Old 89 mill and fill; Jerome Junction paving; CDBG match grant funds paving project.
  - *Proposed projects:* Lease Purchase debt payoff for three years would be a savings of \$16,000; Old Home Manor development design and construction on 3-5 lots and a spec building; Police Department begin design/build process – bond payment on \$4.5 million would be \$400,000 per year; purchase of water credits.

Council, Mr. Duffy and Staff discussed the following:

- The police car would be fully funded and would be fully loaded.
- The Town would be pursuing the vehicle lease/purchase program with a vehicle replacement schedule.
- The Town would follow a deferred maintenance program for vehicles, parking lots, and buildings.
- The belt press needed to be fixed to keep it running for several years. The belts useful life should be taken advantage of before it was replaced.
- Utility extensions were a benefit to land developers and subsequent home owners and the State may not issue a well permit if property is within a certain distance to a water provider. Staff stated that legal counsel suggested an annual budget be set aside for the extensions and use a job order contract with a water/sewer construction company which would allow the contractor to design and construct the extensions in a timely manner. Each extension had to be designed independently, stamped by an engineer and approved by ADEQ. Council wanted staff to pursue both extension items and bring back job order costs.
- The development of 90-acres near Hawk's Nest would require a lift station in order to run sewer lines until the lines could be gravity fed from Perkinsville. Council Members thought Clayton Homes had to be committed to the project before the Town spent funds for the line extension. Staff explained that if the Town had the infrastructure, developers would be more likely to come. The Town could plan and be ready for a developer. The lines were already under the highway for the Road 2 North extension but not at Perkinsville. Staff could determine the cost of a plan to determine the cost of development and bring back to a study session.
- Staff stated that an ideal place for a water fill station was at Sycamore Vista and Road 2 North at the Town well site.
- With assured water supply the Town could buy 20-acres at \$20,000 an acre foot and sell it for \$25,000 an acre foot. The Town could purchase for \$400,000 and sell it to Mike Fann for \$500,000 or it could be brokered and directly sold to Mike Fann to help satisfy the Bright Star water obligation. Council discussed if it would be more beneficial to sell directly to Mr. Fann or hold the water credits for a later project. Council wanted staff to proceed to obtain further information.
- Council and staff discussed the Town's portable water credits, water portfolio and the

requirements to become an assured water provider.

- Council discussed the proposed police department building design. The current building would be gutted and become another Town facility. Staff explained that the Police Department wanted to have a facility outside a residential neighborhood. The long-range plan was to have the Town's administrative offices together again and not split.
- Council and staff discussed the per square foot cost difference between the proposed OHM shell building and the construction of a new police facility.
- Council would review the list of proposed projects and come back to the next study session to discuss preferred projects.

3) Review and discussion regarding draft text amending the Town of Chino Valley Unified Development Ordinance, by amending Section 3, by adding Subsection 3.19: BP (Business Park) zoning district. (Alex Lerma, Planner)

Alex Lerma and Frank Marbury presented the following:

- Staff had made the changes requested by the Council from the last meeting which included modifications to the Business Park Purpose Statement and clarification on excessive water usage and excessive particles or other pollution.
- Staff consulted with water consultant Mark Holmes on what constituted excessive water usage.
- Staff had scratched the previous purpose statement and replaced it with a statement that focused on the differences, especially the development standards, of the business park from other zoning districts. Staff read the new purpose statement to Council.
- Staff reviewed the examples of business types and building water usage provided by Mr. Holmes and the suggested language to include in the zoning code. Staff explained that when a building was on Town sewer, 60-70% of the water used was collected. The highest water use business was inpatient healthcare at 50 gallons per square foot, with the average large building using 20 gallons per square foot.
- Business emissions of excessive particles or other air pollution in Section D 14 shall not exceed the 2008 National Ambient Air Quality Standards, which is part of the Clean Air Act, states that no business shall discharge pollutants that exceed 0.075 parts per million for a daily maximum 8-hour average. The language would be added to the development standards.
- Staff shared comparison photos of business parks and industrial parks at Councilmembers request. Staff reviewed the differences between the two types of parks.

Council, Mr. Lerma and Staff discussed the following:

- Council discussed the idea that the high-water users would have a greater recharge water return because all the properties would have the same landscaping. Staff had suggested that the net water usage of a business should be the determining factor, with the recharge water being subtracted from the total gallons per square foot and the net water not recovered used as the determinant of total water usage. A water bottling plant would be a business that would have high water usage with little water recharged back into the system. It was agreed that the water wasted and not being recharged to the system should be the consideration for a business use.
- Council and staff discussed the amount of recharged water that made it back into the aquifer and the water credits that the Town received for their recharge basins, which equated to the amount of water the Town could take back out.
- The excessive water use and recharge credits would be implemented into the development standards with a definition of excessive water use and a set percentage amount of non-rechargeable water usage that businesses could not exceed. Staff thought the current

Section 13 regarding excessive water usage should remain the same but wanted to add language into Section E, development standards that stated a specific percentage of water that needed to be recharged. Staff suggested 30%

- Once the business park was laid out, a landscape model could be used to determine the percentage amount of water necessary for landscaping for each business.
- Consider requiring drought tolerant trees or xeriscape landscaping in the business park zone and as the UDO was updated, including it in other zones as well. Staff explained that was part of the integrated water masterplan for OHM, which tried to capture and utilize the rainfall runoff for landscaping needs. The masterplan could have some best management practices for types of landscaping to use to conserve water.
- Staff did not have any over polluting business examples. It was a hard number to measure, but it was the standard Phoenix was held to. The output number was measured through monitoring stations. The business would have to provide documentation on the average pollutants the industry would generate in their development documents during the site review process. Council discussed businesses that could have higher emissions and filtration systems that resolve emission issues. Staff suggested that item 14 language be general and state “Excessive particulates or other pollution according to EPA Standards.” Council agreed to the language.
- A Council Member thought the photos of the industrial park did not convey all types of industrial parks and thought an industrial park could be developed in a softer style than the photos shared by staff. Industrial Park photos from the Council Member were shared with the group.
- Staff and Council discussed the differences between industrial and business parks and what the Town wanted for OHM. Staff explained that although it was a business park, a warehouse type business would still fit into the area and loading docks would be in the back of the building but still requiring the architectural facade facing the street. An alleyway would not be considered a street. Councilmembers wanted the park to encompass both industrial and business park development. Staff explained that site plan review would take care of the development of the park. The use would either be an allowed use or possibly a conditional use that allowed the Planning Commission and the Council to place additional conditions to protect the existing surrounding businesses.
- Councilmembers discussed that the purpose statement should allow for more ranges of business to include both business and industrial uses. Staff explained that OHM preliminary designs included heavier use businesses in one area and lighter use areas in another. Council discussed that each 20-acre block could have its own theme, business type or purpose. Staff thought the purpose statement reflected both heavier and lighter uses and that the businesses were defined under permitted uses.
- Private developers would need to abide by all the development standards that the Town would be using for OHM, including the water recharge requirement which would require a private development to be hooked to the Town sewer system.
- Council wanted OHM to be grander than any private developer could create.
- A Council Member wanted to see heavier uses included at OHM and thought staff was slanted towards only light uses. Staff explained that light industrial would allow for the uses he had in mind and that heavy industrial uses would cause pollutants and truck traffic that would destroy the existing roads. Staff read the definition of industrial.
- The business park zone was not specific to OHM but outlined what could happen in the area. This zone was being created to specifically create the zone at OHM. Specifics to OHM could not be placed in the zoning code. The Town did not want to make the code too restrictive or developers would not come. The purpose of OHM was to bring economic development and jobs to Town. A strategic plan would help lure developers and investors to the area.
- Council and staff discussed how perspective developers or businesses would be handled. Discussed OHM water masterplan and property and road development planning and

- budgeting.
- The item would be placed on the next Council agenda to be voted on.

- 4) Review and discussion regarding a proposal to develop land use engineering and development standards. (Joshua Cook, Development Services Director; Frank Marbury, Public Works Director/Town Engineer)

This item moved to the 7-23-19 regular meeting and will be an action item.

- 5) ADJOURNMENT

MOVED by Mayor Darryl Croft, seconded by Vice-Mayor Jack Miller to adjourn the meeting at 8:10 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner

**Vote:** 6 - 0 PASSED - Unanimously

\_\_\_\_\_  
Darryl L. Croft, Mayor

ATTEST:

\_\_\_\_\_  
Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 16th day of July, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

7.a.

**Meeting Date:** 08/13/2019  
**Contact Person:** Jami Lewis, Town Clerk  
 Phone: 928-636-2646 x-1208  
**Department:** Town Clerk  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** 1150 N. State Route 89, Chino Valley

### AGENDA ITEM TITLE:

Public Hearing and consideration and possible action to recommend approval of an application from Mario Estrada for a new Series 12 (Restaurant) Liquor License for El Paraiso Mexican Italian Restaurant, located at 1150 S. State Route 89, Chino Valley.

### RECOMMENDED ACTION:

- (i) Hold Public Hearing.
- (ii) Recommend approval for a new Series 12 Liquor License for El Paraiso.

### SITUATION AND ANALYSIS:

A.R.S. § 4-201 provides that a person desiring a new or amended liquor license shall apply with the State Liquor Board. Upon receipt of such application, the State forwards the application to the local governing body (Council), which is tasked with making a recommendation to the Board for granting or denying the license. The local governing body may also vote to make no recommendation should they prefer that approval or denial be up to the State. A recommendation for disapproval requires a statement of the specific reasons containing a summary of the testimony or other evidence supporting the recommendation for disapproval. The attached Arizona Administrative Code, Rule R19-1-702 provides guidelines for determining whether to grant a license for a certain location.

Upon reviewing the material provided by the Department of Liquor Licenses and Control, and conducting a public hearing, the Council may recommended that the state liquor board grant or deny the license, or vote to make no recommendation.

Mario Estrada has applied with the state for a new Series 12 (Restaurant) Liquor License. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

The Police and Planning Departments reviewed the application and recommended approval with no comments. Staff posted the establishment with the necessary notices to meet the required 20-day period

from July 18, 2019 through August 13, 2019. As of the date of this report, staff has not received any written arguments in favor of or in opposition to the application.

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**Fiscal Impact****Attachments**

Application

Acceptable Reasons to Protest

Guidelines for Granting License

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|                                |                 |             |
|--------------------------------|-----------------|-------------|
| Name:                          | Title:          | % Interest: |
| CARLOS EDUARDO BELTRAN ESTRADA | Managing Member | 50.00       |
| MARIO ALBERTO BELTRAN ESTRADA  | Managing Member | 50.00       |

**M & C BELTRAN LLC - Managing Member**

Name: MARIO ALBERTO BELTRAN ESTRADA  
Gender: Male  
Correspondence Address: [REDACTED]

CHINO VALLEY, AZ 86323  
USA

Phone: (928)522-3935  
Alt. Phone:  
Email: ELPARAISO19@GMAIL.COM

**M & C BELTRAN LLC - Managing Member**

Name: CARLOS EDUARDO BELTRAN ESTRADA  
Gender: Male  
Correspondence Address: [REDACTED]

CHINO VALLEY, AZ 86323  
USA

Phone: (928)522-3935  
Alt. Phone: (928)642-7725  
Email: ELPARAISO19@GMAIL.COM

| Type of Application |                              | Acceptable Protest                 |
|---------------------|------------------------------|------------------------------------|
| 1                   | New License                  | May Protest Person and Location    |
| 2                   | Person Transfer              | May Protest <b>“ONLY”</b> Person   |
| 3                   | Location Transfer            | May Protest <b>“ONLY”</b> Location |
| 4                   | Location and Person Transfer | May Protest Person and/or Location |



Types of Liquor License Applications and Acceptable Reasons to Protest

**Arizona Laws and Regulations Relating to  
Granting a Liquor License for a Certain Location  
(pursuant to Arizona Revised Statute §4-201(I))**

**R19-1-702. Determining Whether to Grant a License for a Certain Location**

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
  2. Number and types of licenses within one mile of the proposed premises;
  3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
  4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
  5. Residential and commercial population density within one mile of the proposed premises;
  6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
  7. Effect on vehicular traffic within one mile of the proposed premises;
  8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
  9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
  10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
  11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
  12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

7.b.

**Meeting Date:** 08/13/2019  
**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:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

### RECOMMENDED ACTION:

Execute a Professional Services Agreement between the Town and Montgomery & Associates, in the amount of \$49,436.00, for a Groundwater Physical Availability Demonstration and Projection of Recharge Area of Impact, in support of future applications for Certificates of Assured Water Supply.

### SITUATION AND ANALYSIS:

The scope of the project consists of conducting groundwater flow modeling to demonstrate the physical availability of groundwater and to project the Area of Impact (AOI) of the Old Home Manor Underground Storage Facility (USF). Results of modeling will be used to support future applications to Arizona Department of Water Resources (ADWR) for Certificates of Assured Water Supply (AWS) for properties in or near the Town's current water service area. Modeling will be conducted using the most recent versions of ADWR's Prescott AMA groundwater flow model, as documented in ADWR modeling report No. 25.

Proposed Tasks are:

- Task 1 - Review Model and Update Pumping & Recharge Files (\$11,718)
- Task 2 - Pre-Application Meeting with ADWR (\$1,724)
- Task 3: Demonstrate Physical Availability of Groundwater (\$11,500)
- Task 4: Project Recharge Area of Impact (\$2,114)
- Task 5: Prepare Technical Memorandum (\$22,380)

Total: \$49,436

The total duration of the project is anticipated to be approximately 3-1/2 months.

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**Fiscal Impact**

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 05-90-5433

**Available:** \$49,436

**Funding Source:**

The amount was budgeted in the Capital Improvement Fund.

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**Attachments**

PSA - Errol L. Montgomery & Associates

PAD Powerpoint

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
ERROL L. MONTGOMERY & ASSOCIATES, INC.  
D/B/A MONTGOMERY & ASSOCIATES**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of August 13, 2019, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Errol L. Montgomery & Associates, Inc., an Arizona corporation, d/b/a Montgomery & Associates (the “Consultant”).

**RECITALS**

- A. The Town is in need of groundwater flow modeling to demonstrate the physical availability of groundwater and to project the area of impact of the Old Home Manor Underground Storage Facility (the “Services”).
- B. Consultant possesses the skill and experience required to provide the Services.
- C. Pursuant to Section 32.08(D) of the Town Code, the Town desires to enter into an Agreement with the Consultant to provide the Services.

**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 Consultant 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 31, 2019, unless terminated as otherwise provided in this Agreement.
- 2. **Scope of Work.** Consultant shall provide the Services as set forth in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by reference. Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences and proceedings associated with the Services and (iii) be responsible for the acts and omissions of its employees, agents and other persons performing any of the Services under a contract with Consultant. Prior to commencing the Services, Consultant shall tour the Project site and become familiar with existing conditions, including utilities, and notify the Town of any constraints associated with the Project site.
- 3. **Compensation.** The Town shall pay Consultant an amount not to exceed \$49,436.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as a part of **Exhibit A**.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, Consultant 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.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to Consultant.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. Consultant shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, Consultant warrants that the Services rendered will conform to the requirements of this

Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify 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”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Consultant, its officers, employees, agents, or any tier of subcontractor in connection with Consultant’s work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's

responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the Town with the necessary endorsements to ensure Town is provided the insurance coverage set forth in this Section 12.

### 13.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy

will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 04 13, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the Town.

14. Termination; Cancellation. The Town may, by written notice to Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. If Consultant abandons the Services without the consent of the Town, Consultant shall be liable for all actual, incidental and consequential damages arising from or related to said abandonment, including, but not limited to: (A) the difference between the cost of a replacement Consultant to complete the Services and the contract price for Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.

14.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

14.6 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 Consultant 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. Consultant 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.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by Consultant will be without liability or legal exposure to Consultant. Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

## 15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

## 16. Miscellaneous.

16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit A. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

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

16.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

16.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

16.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

16.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

16.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other

contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

16.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

16.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

16.12 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

16.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

16.14 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 (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) 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: Cecilia Gritman, 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 Consultant:       Errol L. Montgomery & Associates, Inc.  
d/b/a Montgomery & Associates  
1550 East Prince Road  
Tucson, Arizona 85719  
Attn: Mark M. Cross, P.G.

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 (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) 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.

16.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

16.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant 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 (A) evaluation and verification of any invoices, payments or claims based on Consultant'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 (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.17 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant 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 Consultant pursuant to this Agreement. Consultant 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 subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

16.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). Consultant'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.

16.18 Israel. To the extent ARIZ. REV. STAT. § 35-393 through § 35-393.03 is applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in § 35-393, Arizona Revised Statutes.

16.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any Town-approved Purchase Order, or the Fee Proposal, the documents shall govern in the order listed herein.

16.20 Time is of the Essence. The timely completion of the Project is of critical importance to the economic circumstances of the Town.

16.21 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

16.22 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

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,  
Arizona municipal corporation

\_\_\_\_\_  
Darryl Croft, Mayor

ATTEST:

\_\_\_\_\_  
Jami Lewis, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, Town Attorney  
Gust Rosenfeld, PLC

**“Vendor”**

ERROL L. MONTGOMERY & ASSOCIATES,  
INC., an Arizona corporation, d/b/a  
MONTGOMERY & ASSOCIATES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF CHINO VALLEY  
AND  
ERROL L. MONTGOMERY & ASSOCIATES, INC.  
D/B/A MONTGOMERY & ASSOCIATES

[Scope of Work and Fee Proposal]

See following pages.

July 26, 2019

Mark Holmes  
c/o Town of Chino Valley  
531 West Valleri Ann Road  
Paulden, AZ 86334

**SUBJECT: PROPOSAL FOR GROUNDWATER PHYSICAL AVAILABILITY DEMONSTRATION  
AND PROJECTION OF RECHARGE AREA OF IMPACT, IN SUPPORT OF FUTURE  
APPLICATIONS FOR CERTIFICATES OF ASSURED WATER SUPPLY**

Dear Mr. Holmes:

In accordance with your request, Montgomery & Associates (M&A) has prepared this proposal to conduct groundwater flow modeling on behalf of Town of Chino Valley (Town) to demonstrate the physical availability of groundwater and to project the Area of Impact (AOI) of the Old Home Manor Underground Storage Facility (USF). Results of modeling will be used to support future applications to Arizona Department of Water Resources (ADWR) for Certificates of Assured Water Supply (AWS) for properties in or near the Town's current water service area. Modeling will be conducted using the most recent version of ADWR's Prescott AMA groundwater flow model, as documented in ADWR modeling report No. 25 (Nelson and Yunker, 2014).

Proposed **Tasks** are:

**Task 1: Review Model and Update Pumping & Recharge Files**

**Task 2: Pre-Application Meeting with ADWR**

**Task 3: Demonstrate Physical Availability of Groundwater**

**Task 4: Project Recharge Area of Impact**

**Task 5: Prepare Technical Memorandum**

**Task 6: Supplemental Services (if requested)**

Descriptions of the work scope, estimated costs, and schedule are given in the following sections.

## **SCOPE OF WORK**

### **Task 1: Review Model and Update Pumping & Recharge Files**

The most recent version of ADWR's Prescott AMA model will be obtained, reviewed, and updated for the purpose of demonstrating groundwater physical availability and projecting the AOI of the Old Home Manor USF. Subtasks include:

- Obtain model files and updated pumping and recharge files from ADWR
- Review ADWR modeling report No. 25
- Install and run model to verify correct operation, and compare model output to selected hydrographs in Appendix A of modeling report No. 25
- Update model files for historic pumping and recharge
- Extend model simulation period to 2120 for 100-year predictive period
- Review committed demands in Prescott AMA and prepare pumping and recharge files for predictive period

It is assumed that ADWR will not require additional model calibration, refinement of model grid spacing, or application of analytical solutions for projecting drawdown within individual grid cells.

### **Task 2: Pre-Application Meeting with ADWR**

A pre-application meeting will be conducted with ADWR to review the Town's Assured Water Supply goals and present the proposed approaches for demonstrating physical availability of groundwater and projecting the AOI of the Old Home Manor USF. It is assumed for estimating costs that M&A personnel would participate in the meeting via teleconference.

### **Task 3: Demonstrate Physical Availability of Groundwater**

The updated model will be used to demonstrate the amount of groundwater that can be produced by pumping from 10 supply wells in and near the Town's current service area, subject to the following constraints:

- Maximum depth to water of the lesser of 1,000 feet or top of hydrologic bedrock
- Maximum pumping rates not to exceed permitted pumping rates

Our understanding is that three of the 10 wells are active supply wells within the Town's current service area. The remaining seven wells are non-exempt wells owned by the Town that are not currently in the service area. One of the seven wells is used to supply water to Yavapai College. Physical availability will be demonstrated using the following procedure:

- For each of the 10 wells, determine the minimum water level elevation corresponding to a depth to water of 1,000 feet or top of hydrologic bedrock, whichever is smaller
- Conduct **initial 100-year predictive simulation without increases in pumping** rates for the 10 wells, and determine additional available drawdown to the minimum water level elevation at each of 10 wells
- Conduct **second 100-year simulation with permitted pumping rates** assigned to the 10 wells, and compare the projected water level elevation to the minimum elevation for each well
- Adjust individual well pumping rates to maximize the combined pumping wells capacity while maintaining 100-year projected water level elevations at or above the minimum elevation at each of the 10 wells. Pumping rates in individual wells will be optimized to consider the following priorities for maximizing individual well pumping rates. The order of priority for maximizing pumping rates is as follows:
  - First priority: three wells in current service area
  - Second priority: well located at Old Home Manor, used to supply Yavapai College
  - Third priority: well located at Highlands Ranch
  - Fourth priority: remaining five wells

#### **Task 4: Project Recharge Area of Impact**

The updated Prescott AMA model will be used to project the current AOI of the Old Home Manor USF, as defined by the 1-foot contour of water level rise caused by actual recharge to date. Results will be used by the Town for recovery well permitting. Subtasks include:

- Obtain USF annual storage volumes from the Town, and prepare USF recharge input file
- Project groundwater level elevations both with and without recharge from the USF, and calculate the difference to determine water level rise caused by the USF
- Prepare map of projected water level rise and the AOI for 2019

#### **Task 5: Prepare Technical Memorandum**

A technical memorandum will be prepared to describe methods and results of the groundwater physical availability demonstration and the projected AOI of the Old Home Manor USF. The technical memorandum will include:

- Brief description of the Prescott AMA model and updates of pumping and recharge files
- Description of methods and results of demonstrating physical availability and projecting the AOI
- Maps for the vicinity of the Town of Chino Valley, showing locations of Town's current water service area, the 10 wells evaluated for groundwater physical availability, the Old Home Manor USF, simulated hydraulic conductivity for model layers, aquifer and model boundaries, current water level elevations, and projected drawdown and depth to water after 100 years of pumping
- Tables summarizing information on the 10 wells evaluated for groundwater physical availability, including depth, current groundwater level, permitted pumping capacity, minimum water level elevation, and projected maximum pumping rate consistent with Assured Water Supply criteria
- Hydrographs of projected groundwater levels at the 10 wells evaluated, both with and without increase in pumping rates for the 10 wells
- Projected AOI for actual recharge to date from Old Home Manor USF
- Discussion of results, review of any areas of the Prescott AMA where projected depth to water is larger than 1,000 feet or where model cells have gone dry, and review of implications of the AOI with respect to recovery well permitting

#### **Task 6: Supplemental Services**

Additional services may be requested by the Town that are not included in the scope of work above for **Tasks 1 through 5**. If such services are requested, a description of work and cost estimate would be submitted, and work would proceed only with prior authorization from the Town.

#### **ESTIMATED COSTS**

Costs for professional services to complete **Tasks 1 through 5** have been estimated on the basis of time and reimbursable expenses in accordance with Montgomery & Associates' 2019 standard fee schedule (attached). Estimated costs are summarized below, with additional details shown in **Table 1** (attached).

| TASKS                                                    | ESTIMATED COSTS  |
|----------------------------------------------------------|------------------|
| Task 1: Review Model and Update Pumping & Recharge Files | \$11,718         |
| Task 2: Pre-Application Meeting with ADWR                | \$ 1,724         |
| Task 3: Demonstrate Physical Availability of Groundwater | \$ 11,500        |
| Task 4: Project Recharge Area of Impact                  | \$ 2,114         |
| Task 5: Prepare Technical Memorandum                     | \$ 22,380        |
| <b>TOTAL ESTIMATED COST:</b>                             | <b>\$ 49,436</b> |

Invoices will be submitted monthly on the basis of time and reimbursable expenses. If the actual scope of work varies from the described scope of work, actual costs will vary from estimated costs; however, the estimated cost of **\$49,436** would not be exceeded without prior authorization from the Town.

## PROJECT SCHEDULE

The total duration of the project is anticipated to be approximately 3-1/2 months. If authorization to proceed is received by August 16, the draft technical memorandum would be submitted in early November and the final technical memorandum would be submitted in late November. This schedule would allow approximately 2 weeks for the Town to review and comment on the draft technical memorandum and 1 week for the project team to incorporate the Town's comments and submit the final technical memorandum. The tentative project schedule based on these assumptions is shown below.

[illegible]



We appreciate the opportunity to assist you. If you have questions or require additional information, please contact us.

Sincerely,

MONTGOMERY & ASSOCIATES

A handwritten signature in blue ink that reads "Mark M. Cross". The signature is fluid and cursive, with the first and last names being more prominent.

Mark M. Cross, P.G.

Attachments (2)

SENT VIA EMAIL

| TOTAL FEES AND EXPENSES:                                                 |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| TOTAL HOURS                                                              |  |  |  |  |  |  |  |  |  |  |  |
| 47                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| Task 6 Supplemental Services                                             |  |  |  |  |  |  |  |  |  |  |  |
|                                                                          |  |  |  |  |  |  |  |  |  |  |  |
| Task 5 Prepare Technical Memorandum                                      |  |  |  |  |  |  |  |  |  |  |  |
| 22                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| Task 4 Project Recharge Area of Impact                                   |  |  |  |  |  |  |  |  |  |  |  |
| 2                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 3 Demonstrate Physical Availability of Groundwater                  |  |  |  |  |  |  |  |  |  |  |  |
| 7                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 2 Pre-Application Meeting with ADWR                                 |  |  |  |  |  |  |  |  |  |  |  |
| 4                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 1 Review Model and Update Pumping & Recharge Files                  |  |  |  |  |  |  |  |  |  |  |  |
| 12                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| 2019 Professional Billing Rates                                          |  |  |  |  |  |  |  |  |  |  |  |
| \$200                                                                    |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 8                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 4                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 2                                                              |  |  |  |  |  |  |  |  |  |  |  |
| GIS/Data Specialist                                                      |  |  |  |  |  |  |  |  |  |  |  |
| Scientific Illustrator II                                                |  |  |  |  |  |  |  |  |  |  |  |
| Clerical                                                                 |  |  |  |  |  |  |  |  |  |  |  |
| Total Hours                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Professional Fees (M&A)                                                  |  |  |  |  |  |  |  |  |  |  |  |
| Expenses                                                                 |  |  |  |  |  |  |  |  |  |  |  |
| Subconsultant Services (HydroGeophysics Inc) (incl. 10% contracting fee) |  |  |  |  |  |  |  |  |  |  |  |
| Total Fees & Expenses                                                    |  |  |  |  |  |  |  |  |  |  |  |
| 2019 Professional Billing Rates                                          |  |  |  |  |  |  |  |  |  |  |  |
| \$200                                                                    |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 8                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 4                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Scientist 2                                                              |  |  |  |  |  |  |  |  |  |  |  |
| GIS/Data Specialist                                                      |  |  |  |  |  |  |  |  |  |  |  |
| Scientific Illustrator II                                                |  |  |  |  |  |  |  |  |  |  |  |
| Clerical                                                                 |  |  |  |  |  |  |  |  |  |  |  |
| Total Hours                                                              |  |  |  |  |  |  |  |  |  |  |  |
| Professional Fees (M&A)                                                  |  |  |  |  |  |  |  |  |  |  |  |
| Expenses                                                                 |  |  |  |  |  |  |  |  |  |  |  |
| Subconsultant Services (HydroGeophysics Inc) (incl. 10% contracting fee) |  |  |  |  |  |  |  |  |  |  |  |
| Total Fees & Expenses                                                    |  |  |  |  |  |  |  |  |  |  |  |
| 2019 Professional Billing Rates                                          |  |  |  |  |  |  |  |  |  |  |  |
| \$200                                                                    |  |  |  |  |  |  |  |  |  |  |  |
| Task 1 Review Model and Update Pumping & Recharge Files                  |  |  |  |  |  |  |  |  |  |  |  |
| 12                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| Task 2 Pre-Application Meeting with ADWR                                 |  |  |  |  |  |  |  |  |  |  |  |
| 4                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 3 Demonstrate Physical Availability of Groundwater                  |  |  |  |  |  |  |  |  |  |  |  |
| 7                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 4 Project Recharge Area of Impact                                   |  |  |  |  |  |  |  |  |  |  |  |
| 2                                                                        |  |  |  |  |  |  |  |  |  |  |  |
| Task 5 Prepare Technical Memorandum                                      |  |  |  |  |  |  |  |  |  |  |  |
| 22                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| Task 6 Supplemental Services                                             |  |  |  |  |  |  |  |  |  |  |  |
|                                                                          |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL HOURS                                                              |  |  |  |  |  |  |  |  |  |  |  |
| 47                                                                       |  |  |  |  |  |  |  |  |  |  |  |
| TOTAL FEES AND EXPENSES:                                                 |  |  |  |  |  |  |  |  |  |  |  |
| Estimated Hours                                                          |  |  |  |  |  |  |  |  |  |  |  |
| Estimated Fees & Expenses                                                |  |  |  |  |  |  |  |  |  |  |  |

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## 2019 SCHEDULE OF FEES AND EXPENSES

| <b>PROFESSIONAL FEES</b>                                         | Hourly Rate    |
|------------------------------------------------------------------|----------------|
| Scientist 9*                                                     | \$245          |
| Scientist 8                                                      | 200            |
| Scientist 7                                                      | 190            |
| Scientist 6                                                      | 177            |
| Scientist 5                                                      | 162            |
| Scientist 4                                                      | 146            |
| Scientist 3                                                      | 128            |
| Scientist 2                                                      | 110            |
| Scientist 1                                                      | 92             |
|                                                                  |                |
| Senior Water Policy/Economics Specialist                         | 215            |
| Senior Programming Specialist                                    | 180            |
| Water Policy Specialist                                          | 170            |
| Water Resource Economist                                         | 160            |
|                                                                  |                |
| Hydrologic Technician 2                                          | 102            |
| Hydrologic Technician 1                                          | 84             |
| Hydrologic Assistant                                             | 72             |
|                                                                  |                |
| GIS / Data Specialist                                            | 117            |
| Scientific Illustrator 2                                         | 88             |
| Scientific Illustrator 1                                         | 75             |
| Contract Administrator                                           | 68             |
| Technical Editor                                                 | 52             |
| Clerical                                                         | 48             |
|                                                                  |                |
| <b>EXPENSES</b>                                                  |                |
| Airline travel, ZipCar, and auto rental                          | Cost           |
| Lodging and subsistence                                          | Cost           |
| Copying, printing, long distance calls, shipping, field supplies | Cost           |
| Subcontractor services                                           | Cost, plus 10% |
| Laboratory services                                              | Cost, plus 10% |
| Montgomery & Associates vehicles                                 |                |
| Standard                                                         | \$0.61/mile    |
| 4-wheel drive or high clearance 2-wheel drive for off-road use   | \$0.71/mile    |

**Notes:**

Expert testimony charged at 1.5 times hourly rate.

 \*Scientist includes hydrogeologist, hydrologist, geologist, engineer, soil scientist, and chemist.

**Invoices are issued on a monthly basis and are due upon receipt for payment within 30 days.**  
**If payment has not been received within 30 days,**  
**interest will accrue at 1% per month for unpaid balance.**

July 17, 2019

# Proposal - Water Physical Availability Determination

Town-wide Water Service Area



## Purpose of the Study



Determine how much groundwater is physically available to serve water customers for 100-years.



Determine the Area of Hydrologic Impact associated with the Town's reclamation recharge facility.



Allow the Town to establish recovery well permits for its primary wells.

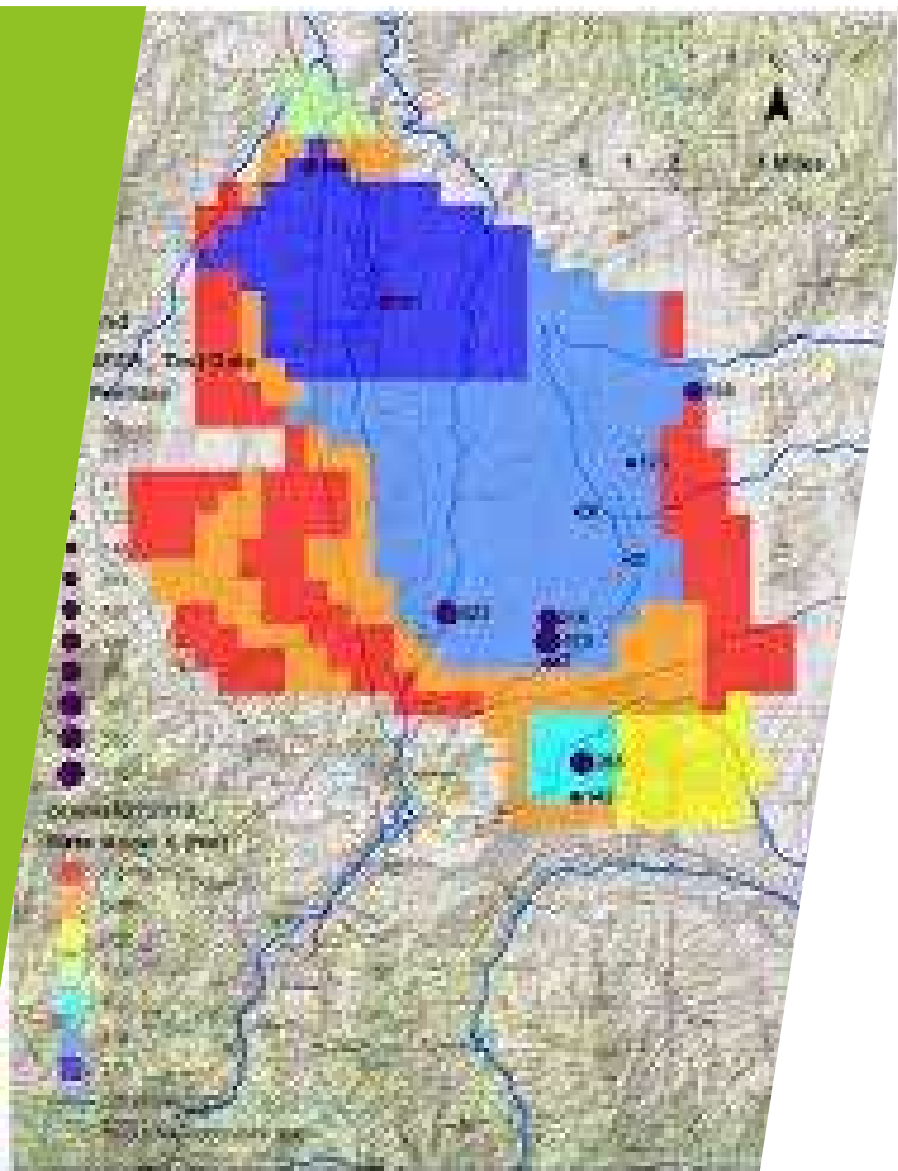
## Direct Benefits

Allow the Town to potentially lock-up part of this water supply for Old Home Manor for initially 10 years with two 5-year renewals through an analysis of assured water supply permit.

Part of this physical availability can be shared with other entities for certificates of assured water supply saving them 1 year or more in completing a hydrologic study and obtaining an ADWR permit and costs.

Will allow the Town to recover reclaimed water in its current and future water production wells and wheel this water supply to existing or new qualifying developments whereby the Town is to provide reclaimed water for certificates of assured water supply.

The Town will have the ability to utilize its reclaimed water which is the only increasing renewable water supply within the Town's water portfolio.



## Proposal

1. Propose that Montgomery & Associates perform the necessary groundwater modeling that will be used to determine the physical availability determination and the area of hydrologic impact of the reclamation recharge facility.
2. Have intimate knowledge of the Town's AMA aquifer and Big Chino region and performed the previous hydrologic analysis of assured water supply for the Town.
3. They are the premier and highly respected hydrogeologic firms in the State.

# Proposed Schedule

| Week:                                            | August |   |   |   | September |   |   |   | October |   |   |   |   | November |   |   |   |
|--------------------------------------------------|--------|---|---|---|-----------|---|---|---|---------|---|---|---|---|----------|---|---|---|
|                                                  | 1      | 2 | 3 | 4 | 1         | 2 | 3 | 4 | 1       | 2 | 3 | 4 | 5 | 1        | 2 | 3 | 4 |
|                                                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
| Review Model and Update Pumping & Recharge Files |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
|                                                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
| Pre-application Meeting with ADWR                |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
|                                                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
| Demonstrate Physical Availability of Groundwater |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
|                                                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
| Project Recharge Area of Impact                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
|                                                  |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |
| Prepare Technical Memorandum                     |        |   |   |   |           |   |   |   |         |   |   |   |   |          |   |   |   |

# Proposed Fee

| TASKS                                                    | ESTIMATED COSTS |
|----------------------------------------------------------|-----------------|
| Task 1: Review Model and Update Pumping & Recharge Files | \$11,718        |
| Task 2: Pre-Application Meeting with ADWR                | \$ 1,724        |
| Task 3: Demonstrate Physical Availability of Groundwater | \$ 11,500       |
| Task 4: Project Recharge Area of Impact                  | \$ 2,114        |
| Task 5: Prepare Technical Memorandum                     | \$ 22,380       |
| TOTAL ESTIMATED COST:                                    | \$ 49,436       |

## Staff Recommendation



Staff recommends that the Council approve the Professional Services Contract with Montgomery & Associates.



Upon completion of work, coordinate with the Water & Utility Subcommittee for determining the appropriate ADWR applications to submit.



Upon completion of work, complete all necessary recovery well permit applications.

► Questions or  
Comments?



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

7.c.

**Meeting Date:** 08/13/2019  
**Contact Person:** Cecilia Grittmann, Town Manager  
**Department:** Town Manager  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

### AGENDA ITEM TITLE:

Consideration and possible action to authorize Attorney Bill Staudenmaier and Manager Grittmann to purchase 20 acre feet of assured water supply for \$20,000 an acre foot.

### RECOMMENDED ACTION:

Move to authorize Water Attorney Bill Staudenmaier and Town Manager Cecilia Grittmann to purchase 20 acre feet of assured water supply for \$20,000 an acre foot, for a total of \$400,000.00.

### SITUATION AND ANALYSIS:

Town staff was made aware by Water Attorney Bill Staudenmaier that 20 acre feet of water was available for purchase. The price quoted to Mr. Staudenmaier was \$20,000/an acre foot. The Town can use the acre feet as they choose; they could add to their water portfolio or use the acre feet to satisfy developer obligations. Regardless, the Town's fee schedule lists water at \$25,000 an acre foot, so there is a return on investment for the water credits as well as additional water credits to be used at the Council's discretion.

### Fiscal Impact

**Fiscal Impact?:** Yes  
**If Yes, Budget Code:** 05-90-5539  
**Available:** \$400,000.  
**Funding Source:**  
 The amount will be paid out of the Capital Improvement Fund.

### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

8.a.

**Meeting Date:** 08/13/2019  
**Contact Person:** Cecilia Grittman, Town Manager  
**Department:** Town Manager  
**Estimated length  
of Staff Presentation:**  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town's position and instruct the attorneys for the Town regarding the Town's position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

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#### Attachments

*No file(s) attached.*

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