REGULAR MEETING OF THE TOWN OF QUARTZSITE
COMMON COUNCIL
TUESDAY, OCTOBER 22, 2024
AGENDA
Amended, added item #8

Norm Simpson, Mayor
Lynda Goldberg, Vice Mayor
Loretta Warner
Starr Bearcat
Nancy Nichols
Karey Amon
Devyn Rosner

Quartzsite Town Hall
Council Chambers
465 North Plymouth Avenue
Quartzsite, Arizona

Doors open at 6:30 p.m.
Regular Meeting
7:00 p.m.

Members of the Quartzsite Common Council may attend either in person or by telephone conferencing.

SPEAKING TO THE COUNCIL

Each individual will be limited to three (3) minutes for their remarks.
All persons attending the Council meeting, whether speaking to the Council or not, are expected to observe the Council Rules, as well as the rules of politeness, propriety, decorum, and good conduct. Any person interfering with the meeting in any way, or acting rudely or loudly, will be asked to leave.

EXECUTIVE SESSION

An Executive Session may be called during the public meeting on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of receiving legal advice.

CELL PHONES AND RECORDING DEVICES

As a courtesy to others please turn off or silence all cell phones or pagers. Reporters or others with recording devices are requested to be staged at the back of the public seating area in order not to interfere with the meeting.

Items may be discussed earlier or in a different sequence.
Headphones are available upon request for the hearing impaired.

	AGENDA ITEM	COUNCIL ACTION
	CALL TO ORDER OF REGULAR MEETING	
	INVOCATION AND PLEDGE OF ALLEGIANCE The invocation may be offered by a person of any religion, faith, belief, or non-belief. Interested persons should contact the Clerk for further information.	
	ROLL CALL	
1.	**CALL TO THE PUBLIC, ANNOUNCEMENTS AND COMMUNICATIONS FROM CITIZENS –** At this time, members of the public may comment on matters within the jurisdiction of the Town and matters designated for no public comment. Comments on matters on the agenda designated for public comment are to be made at the time the Council considers the item. For the official record, individuals must state their name. There is a 3-minute limit for each speaker. The Council's response is limited to responding to criticism, asking staff to review a matter commented upon, or asking that a matter be placed on a future agenda if the matter is not already on the agenda. If the matter is on the agenda, the Council may respond, but discussion will be reserved until the matter is introduced on the agenda.	
	PRESENTATIONS; PROCLAMATIONS; REPORTS	

2.	Desert Senita Community Health Center Presentation	
3.	Code Enforcement Presentation	
4.	Alzheimer's & Family Caregiver Month – November Proclamation	
	CONSENT AGENDA **All items listed below are considered consent calendar items and may be approved by a single motion** unless removed at the request of Council for further discussion/action. Other items on the agenda may be added to the consent calendar and approved under a single motion.	Possible discussion; action by MOTION; may be acted upon with single motion. (MOTION to approve the Consent Agenda)
5-a.	**LEDGER OF ACCOUNTS PAID** – Consider approval of Accounts Payable Check Series – #52667-52708 Totaling $84,482.69 Payroll Check Series paid – #52658-52666 Totaling $92,945.38 Grand Total – $177,428.07	
5-b.	**MINUTES** – Consider approval of the following Town Council minutes: • Regular Meeting of October 8, 2024	
	BUSINESS	
6.	**HIGH PROCESSING MULTI-FUNCTION COPIER** Consideration of proposals for high processing multi-function copier and possible award of the purchase contract to Konica Minolta Business Solutions in the amount of $19,157.30 for 60 months. This contract includes $7,092.54 for the Police Department and $12,064.76 for Administration.	• Introduction of item • Council discussion • Invitation for public comment • Final Council discussion • Council action or direction
7.	**VEREGY ENERGY SERVICES AGREEMENT** Discussion and possible action to approve the Energy Services Agreement from Veregy.	• Introduction of item • Council discussion • Invitation for public comment • Final Council discussion • Council action or direction
8.	**IGA FOR ANIMAL CONTROL SERVICES** Discussion and possible approval of the Intergovernmental Agreement between La Paz County and the Town of Quartzsite regarding Animal Control Services.	• Introduction of item • Council discussion • Invitation for public comment • Final Council discussion • Council action or direction

	ADJOURN TO EXECUTIVE SESSION	
9.	**EXECUTIVE SESSION** – An executive session pursuant to A.R.S. §38-431.03 (A)(3) and (7) for discussion or consultation for legal advice with the Town Attorney and discussion and consultation with designated representatives of the Town in order to consider its position and instruct its representatives regarding: • A potential donation of real property • A potential lease agreement with La Paz County	
	ADJOURN THE EXECUTIVE SESSION	
	COMMUNICATIONS	
10.	Reports from the **MAYOR** on current events.	
11.	Reports from the **COUNCIL** on current events.	
12.	Reports from the **TOWN MANAGER** on current events.	
13.	**FUTURE AGENDA ITEMS**	
	ADJOURN	

PERSONS WITH A DISABILITY MAY REQUEST A REASONABLE ACCOMMODATION BY CONTACTING THE TOWN CLERK'S OFFICE AT 928-927-4333. REQUESTS SHOULD BE MADE 24 HOURS IN ADVANCE PLEASE, OR AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE ACCOMMODATION.
COUNCIL MAY NOT ACT ON ITEMS NOT ON THE AGENDA

Certification of Posting

The undersigned hereby certifies that a copy of the attached notice was duly posted at the following locations: Quartzsite Town Hall, 465 N. Plymouth Ave, Quartzsite, AZ, U.S. Post Office, 80 W. Main Street, Quartzsite, AZ and The Senior Center, 40 Moon Mountain Ave, Quartzsite, AZ, on the _____ day of _____ 2024, at _____ a.m./p.m. in accordance with the statement filed by the Town of Quartzsite with the Town Clerk, Town of Quartzsite.

By: _____, Town Clerk's Office

MAGISTRATE ACTIVITY REPORT

MONTH OF: SEPTEMBER 2024

	AUGUST 2024	SEPTEMBER 2024
Civil Traffic Action Filed	**53**	**13**
Criminal Traffic Action Filed	**12**	**2**
Misdemeanor Cases Filed	**7**	**3**
Non-PTC Hearings Held	**28**	**33**
Trials and Pre-Trials Held	**49**	**56**
Civil Traffic Closings	**25**	**23**
Criminal Traffic Closings	**4**	**8**
Misdemeanor Cases Closed	**8**	**1**
Warrants Issued	**8**	**5**
Warrants Quashed	**7**	**4**
Harassment or Orders of Protection	**0**	**1**
Search Warrants	0	3
Revenue generated by Court	$9,532.97	$5473.87
Total Collected	$17,912.25	$10043.29

Pamela Shirley, Magistrate

Signature _____

Preparer: CAM

2024 Alzheimer's and Family Caregiver Month - November

Whereas, the Town of Quartzsite recognizes the importance of Alzheimer's and related dementia care; and

Whereas, Alzheimer's and related dementia have a significant impact on the health and wellbeing of our residents; and

Whereas, more than 151,500 Arizonans live with Alzheimer's, which is the 4th leading chronic disease cause of death in the state; and

Whereas, more than 292,000 Arizonans provide over 483,000,000 hours in unpaid care to their loved ones living with Alzheimer's and related dementia; and

Whereas, women are at the epicenter of the Alzheimer's crisis, almost two-thirds of American Older Adults living with Alzheimer's disease are women; and

Whereas, women make up to 70% of all unpaid Alzheimer's and dementia caregivers; and

Whereas, Arizonans are actively engaged in educating about the disease, advocating for a proper continuum of care, and improving the training and care of patients with Alzheimer's disease and related dementia; and

Whereas, the Town of Quartzsite supports an Arizona without Alzheimer's and related dementia, addressing this public health crisis;

Now, therefore, I, Norm Simpson, Mayor of Quartzsite, Arizona, do hereby proclaim November 2024 to be

Alzheimer's and Family Caregiver Month

in this community, and encourage all our residents to learn about Alzheimer's and related dementia and patient care.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Quartzsite, Arizona to be affixed this _____ day of _____, 2024

_____
Norm Simpson, Mayor

_____
Flora Romero, Town Clerk

Council Report
October 22, 2024

LEDGER OF ACCOUNTS PAID- Consider approval of accounts payable checks series:
#52667-52708 TOTALING $84,482.69

PAYROLL CHECKS SERIES PAID- #52658-52666 TOTALING $92,945.38

GRAND TOTAL- $177,428.07

Quartzsite Town Council Meeting of
October 22, 2024

Expenditure-Revenue Overview

Arizona Financial Credit Union -
****Check Series:**

52667-52708	**(Accounts Payable)**
52658-52666	**(Payroll)**

Balances on all cash accounts as of August 31, 2024

Operating Checking Account	$	17,156,732
USDA Wastewater Checking Account	$	228,539
Police Forfeiture Checking Account	$	778
3511 Police Impound Checking Account	$	5,091
Local Government Investment Pool (LGIP) Account	$	824,265
Debt Reserve Account	$	601,297

****Current Accounts Payable and Payroll Amounts**

Accounts Payable Total Dollar Amount		$	84,482.69
Payroll Total Dollar Amount	1 cycle(s)	$	92,945.38

YTD Revenue Totals

YTD Total Revenue Dollar Amount as of August 31, 2024	$	952,069

YTD Total Sewer and Water Revenue

YTD Total Sewer Cap Revenue as of August 31, 2024	$	0.00
YTD Total Sewer Sales Revenue as of August 31, 2024	$	226,414
YTD Total Water Cap Revenue as of August 31, 2024	$	0
YTD Total Water Sales Revenue as of August 31, 2024	$	211,683

10/16/24sfb

Report Criteria:
Report type: GL detail
Check.Check Number = 52667-52708
Check.Voided = No

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
52667							
10/09/24	52667	Alsco - Steiner Corp	260.44	Public Works (200717)	03-220-5035	260.44	141
10/09/24	52667	Alsco - Steiner Corp	79.86	Mat Cleaning Services - Facilities-TH 20565	01-127-5035	79.86	141
10/09/24	52667	Alsco - Steiner Corp	205.92	Mat Cleaning Services-CC 20925	01-127-5035	205.92	141
10/09/24	52667	Alsco - Steiner Corp	175.16	Wastewater (020054)	15-500-5035	175.16	141
Total 52667:			721.38				
52668							
10/09/24	52668	Amazon Capital Services I	19.68	Iphone SE otterbox-Council member, N.Nichols	01-110-5022	19.68	141
10/09/24	52668	Amazon Capital Services I	249.47	Folders,trash bags,fasterner folders,toner	01-150-5022	249.47	141
10/09/24	52668	Amazon Capital Services I	94.45	Eureka Vacuum	01-150-5060	94.45	141
10/09/24	52668	Amazon Capital Services I	70.90	26A Black toner (2)	01-185-5022	70.90	141
10/09/24	52668	Amazon Capital Services I	83.78	(2) Basic Latent Fingerprint kit	01-140-5022	83.78	141
10/09/24	52668	Amazon Capital Services I	26.17	Colorpaper-Lilac-Business License	01-130-5022	26.17	141
10/09/24	52668	Amazon Capital Services I	23.09	10x13 Manilla Envelopes	01-130-5022	23.09	141
10/09/24	52668	Amazon Capital Services I	28.14	5x7 Manilla Envelopes	01-130-5022	28.14	141
10/09/24	52668	Amazon Capital Services I	18.85	9X12 Manilla Envelopes	01-130-5022	18.85	141
10/09/24	52668	Amazon Capital Services I	85.09	Hp Black Toner, Hp colored Toner	01-140-5022	85.09	141
10/09/24	52668	Amazon Capital Services I	89.08	Uniform (3) Jeans E.Brinkerhoff	03-220-5019	89.08	141
10/09/24	52668	Amazon Capital Services I	68.19	Uniform Shirts-E.Brinkerhoff Blue,White,Black	03-220-5019	68.19	141
10/09/24	52668	Amazon Capital Services I	23.45	2025 Wall Calendar 24x36	01-155-5022	23.45	141
10/09/24	52668	Amazon Capital Services I	25.08	1 Shirt M.Newton	01-230-5019	25.08	141
10/09/24	52668	Amazon Capital Services I	7.64	Cable-sound & audio-cc	01-127-5061	7.64	141
10/09/24	52668	Amazon Capital Services I	402.54	(3) Exterior Lights-TH	01-127-5022	402.54	141
10/09/24	52668	Amazon Capital Services I	185.46	Carpet Cleaner-Bissell-TH	01-127-5060	185.46	141
10/09/24	52668	Amazon Capital Services I	136.36	Backup Battery-APC	15-500-5022	136.36	141
10/09/24	52668	Amazon Capital Services I	18.54	Ignition coil spark plug-chainsaw	01-180-5060	18.54	141
10/09/24	52668	Amazon Capital Services I	70.65	(5) battery Repl-Verizon Orbic hotspots	01-140-5022	70.65	141
10/09/24	52668	Amazon Capital Services I	137.99	Receipt Book, (12)padlocks,fingerprint cards	01-140-5022	137.99	141
10/09/24	52668	Amazon Capital Services I	27.26	Laminator 9" machine	01-140-5060	27.26	141
10/09/24	52668	Amazon Capital Services I	13.95	Laminating Paper	01-140-5022	13.95	141
10/09/24	52668	Amazon Capital Services I	326.46	#2358 2017 chev starcraft-14" std fans (2)	01-230-5025	326.46	141
Total 52668:			2,232.27				
52669							
10/09/24	52669	American Express	8.07	Acrobat Sept 24 Subscription	01-130-5051	8.07	141
10/09/24	52669	American Express	2.40	Acrobat Sept 24 Subscription	03-220-5051	2.40	141
10/09/24	52669	American Express	5.67	Acrobat Sept 24 Subscription	15-500-5051	5.67	141
10/09/24	52669	American Express	5.67	Acrobat Sept 24 Subscription	16-550-5051	5.67	141
10/09/24	52669	American Express	21.81	Acrobat Sept 24 Subscription	01-230-5051	21.81	141
10/09/24	52669	American Express	261.71	Acrobat Sept 24 Subscription	01-125-5051	261.71	141
10/09/24	52669	American Express	8.07	Acrobat Sept 24 Subscription	01-130-5051	8.07	141
10/09/24	52669	American Express	2.40	Acrobat Sept 24 Subscription	03-220-5051	2.40	141
10/09/24	52669	American Express	5.67	Acrobat Sept 24 Subscription	15-500-5051	5.67	141
10/09/24	52669	American Express	5.67	Acrobat Sept 24 Subscription	16-550-5051	5.67	141
10/09/24	52669	American Express	1,049.20	Tempe Mission Palms-Hyatt 9/7-9/11 K.Aguirre	01-150-5043	1,049.20	141
10/09/24	52669	American Express	700.00	AZBO Fall Registration T.Hess 10/7-10/10	01-160-5043	700.00	141
10/09/24	52669	American Express	80.00	GFOAZ-FY25 Renewal Membership-K.Tunnell	01-135-5051	80.00	141
10/09/24	52669	American Express	80.00	GFOAZ-FY25 Renewal Membership-S.Barnes	01-135-5051	80.00	141
10/09/24	52669	American Express	46.28	Coffee Erns-Business Lunch Meeting	01-125-5043	46.28	141
10/09/24	52669	American Express	781.12	AZ Biltmore-L. Goldberg 8.26-8.30	01-110-5043	781.12	141
10/09/24	52669	American Express	739.84	AZ Biltmore-N.Nickols 8.26-8.30	01-110-5043	739.84	141

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
10/09/24	52669	American Express	764.83	AZ Biltmore-J.Ferguson 8.26-8.30	01-110-5043	764.83	141
10/09/24	52669	American Express	781.12	AZ Biltmore-N.Simpson 8.26-8.30	01-110-5043	781.12	141
10/09/24	52669	American Express	715.96	AZ Biltmore-S.Bearcat 8.26-8.30	01-110-5043	715.96	141
10/09/24	52669	American Express	585.84	AZ Biltmore-K.Amon 8.26-8.30	01-110-5043	585.84	141
10/09/24	52669	American Express	150.00	League-Newly Elected Officials-N.Nickols 12/12-12/13	01-110-5043	150.00	141
10/09/24	52669	American Express	422.22	Starlink Std Hardware,40GB,Pipe adapter	01-130-5061	422.22	141
10/09/24	52669	American Express	22.86	Been Verified .com	01-130-5035	22.86	141
10/09/24	52669	American Express	37.00	Shell Surprise-carwash	01-125-5035	37.00	141
10/09/24	52669	American Express	37.79	Business Lunch-TM & Mayor	01-110-5043	37.79	141
10/09/24	52669	American Express	33.80	Vista Print (500) Business Cards-T.Hess	01-160-5033	33.80	141
Total 52669:			7,355.00				
52670							
10/09/24	52670	Arrow Enterprise LLC	2,172.00	Repair WWTP fence	15-500-5035	2,172.00	141
Total 52670:			2,172.00				
52671							
10/09/24	52671	AZCA Drilling & Pump, Inc	2,547.39	Set & Wire pump, remove old pumps	16-550-5091	2,547.39	141
Total 52671:			2,547.39				
52672							
10/09/24	52672	Badger Meter Inc.	76.37	Badger Hosting Fee-Sept 2024	16-550-5051	76.37	141
Total 52672:			76.37				
52673							
10/09/24	52673	Brodart Co.	4,380.00	Library Services Jan 2025-Dec 2025	01-170-5038	4,380.00	141
Total 52673:			4,380.00				
52674							
10/09/24	52674	C B Plumbing & Septic Tan	1,620.00	(24) Backflow testing	16-550-5035	1,620.00	141
Total 52674:			1,620.00				
52675							
10/09/24	52675	Clifford ONeill	1,000.00	Consulting Svcs:Comm Dev Services	01-160-5032	1,000.00	141
10/09/24	52675	Clifford ONeill	1,000.00	Consulting Svcs:CDBG Senior Ctr	24-303-5032	1,000.00	141
10/09/24	52675	Clifford ONeill	102.38	9/10/24 Mileage- council mtg	01-160-5032	102.38	141
10/09/24	52675	Clifford ONeill	102.38	9/17/24 Mileage- P & Z mtg	01-160-5032	102.38	141
10/09/24	52675	Clifford ONeill	102.38	9/25/24 Mileage- CDBG Pre-bid	24-303-5032	102.38	141
Total 52675:			2,307.14				
52676							
10/09/24	52676	Colorado River Sand & Ro	939.59	ABC Base 43.5 Ton	01-180-5086	939.59	141
10/09/24	52676	Colorado River Sand & Ro	282.03	ABC Base 13.01 Ton	01-180-5086	282.03	141
Total 52676:			1,221.62				
52677							
10/09/24	52677	Dale Miller Engineering LL	4,462.50	Con com:prepare app,narrative,ltrs,email, f/u,submit	03-220-5037	4,462.50	141
10/09/24	52677	Dale Miller Engineering LL	75.00	I10 W T1 Proj-Review,file ADOT IGA	03-220-5103	75.00	141
10/09/24	52677	Dale Miller Engineering LL	1,626.28	Post Design Svc-Rev Submittals,asphalt mix design,Rpt,T	03-220-5103	1,626.28	141
10/09/24	52677	Dale Miller Engineering LL	768.75	Park Impr-Precurement mtg, notice prep,const docs	43-126-5103	768.75	141
10/09/24	52677	Dale Miller Engineering LL	768.75	Park Impr-Precurement mtg, notice prep,const docs	44-128-5103	768.75	141

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
Total 52677:			7,701.28				
52678							
10/09/24	52678	Empire Southwest	313.24	#2203 water trk hose/gaskets	03-220-5040	313.24	141
Total 52678:			313.24				
52679							
10/09/24	52679	Finn Auto Group	569.38	#1408 2014 chev tahoe- SL-N Block	01-140-5025	569.38	141
Total 52679:			569.38				
52680							
10/09/24	52680	Flora Romero	16.00	Per diem Region 2 AMCA Luncheon-Yuma	01-155-5043	16.00	141
Total 52680:			16.00				
52681							
10/09/24	52681	Francis J. Woo, Jr., M.D.	235.00	Pre-emp exam A.Herder	01-140-5084	235.00	141
Total 52681:			235.00				
52682							
10/09/24	52682	Gro- Well Brands	312.00	(12) yards topsoil	01-180-5086	312.00	141
Total 52682:			312.00				
52683							
10/09/24	52683	Hill Brothers Chemical Co.	1,859.43	(6) chlorine cylinders and exchange-water	16-550-5050	1,859.43	141
Total 52683:			1,859.43				
52684							
10/09/24	52684	Home Depot Credit Service	75.79	(10) 10' lumber 2x4x10	01-180-5086	75.79	141
10/09/24	52684	Home Depot Credit Service	130.49	(3) 100' hoses	01-180-5060	130.49	141
10/09/24	52684	Home Depot Credit Service	305.16	Irrigation Supplies-pipe,pvc,adapters	01-180-5086	305.16	141
10/09/24	52684	Home Depot Credit Service	69.35	(2) cord covers-TH	01-127-5022	69.35	141
10/09/24	52684	Home Depot Credit Service	63.06	(2) Gal Paint-CC	01-127-5022	63.06	141
10/09/24	52684	Home Depot Credit Service	26.05	(2) Gloves	01-180-5022	26.05	141
10/09/24	52684	Home Depot Credit Service	8.68	Loctite	01-180-5022	8.68	141
10/09/24	52684	Home Depot Credit Service	21.68	Door Stop-TH	01-127-5022	21.68	141
Total 52684:			700.26				
52685							
10/09/24	52685	Isabel Ponce	500.00	Bond Refund TR2023-000087	01-000-2211	500.00	141
Total 52685:			500.00				
52686							
10/09/24	52686	Joey Burnett	32.57	ORNG waterprf utility case	01-140-5025	32.57	141
10/09/24	52686	Joey Burnett	380.09	#1444 2023 ford f150-Badland Winch	01-140-5025	380.09	141
Total 52686:			412.66				
52687							
10/09/24	52687	Konica Minolta Premier Fin	30.73	C458 Printer B&W+Color-8/31/24-9/30/24	01-140-5035	30.73	141

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
Total 52687:			30.73				
52688							
10/09/24	52688	Konica Minolta Premier Fin	98.14	450i Copier Lease 10/9-11/8/24	01-150-5038	98.14	141
10/09/24	52688	Konica Minolta Premier Fin	24.80	450i Mantenance Copies 924/24-10/24/24	01-150-5035	24.80	141
Total 52688:			122.94				
52689							
10/09/24	52689	Law Office Of Fred H. Welc	2,000.00	Indigent Legal Services- July 2024	01-150-5074	2,000.00	141
10/09/24	52689	Law Office Of Fred H. Welc	2,000.00	Indigent Legal Services- August 2024	01-150-5074	2,000.00	141
10/09/24	52689	Law Office Of Fred H. Welc	2,000.00	Indigent Legal Services- Sept 2024	01-150-5074	2,000.00	141
Total 52689:			6,000.00				
52690							
10/09/24	52690	Legend Technical Services,	48.00	Lab Services- Water	16-550-5039	48.00	141
10/09/24	52690	Legend Technical Services,	95.00	Lab Servicees WWTP	15-500-5039	95.00	141
Total 52690:			143.00				
52691							
10/09/24	52691	Melissa Newton	92.00	Per diem meals 10/28-10/29 ADOT phx	01-230-5043	92.00	141
Total 52691:			92.00				
52692							
10/09/24	52692	Model1 Commerical Vehcil	74.97	#2361 2023 ford assembly bucket-seat belt	01-230-5025	74.97	141
Total 52692:			74.97				
52693							
10/09/24	52693	Open Range Pest Control	230.00	Pest Control-Oct 2024	01-127-5035	230.00	141
Total 52693:			230.00				
52694							
10/09/24	52694	Petty Cash	13.24	Walmart-Candy for Council	01-110-5022	13.24	141
10/09/24	52694	Petty Cash	18.27	Water	01-230-5022	18.27	141
10/09/24	52694	Petty Cash	24.10	USPS fingerprints-C.Humphrey	01-140-5035	24.10	141
10/09/24	52694	Petty Cash	15.00	#1444 2023 ford 30 day permit	01-140-5025	15.00	141
10/09/24	52694	Petty Cash	75.00	Used refirgerator	01-140-5060	75.00	141
10/09/24	52694	Petty Cash	44.65	Police-Petty cash drawer short	01-140-5035	44.65	141
10/09/24	52694	Petty Cash	23.05	USPS fingerprints-D.Miller	01-230-5035	23.05	141
10/09/24	52694	Petty Cash	23.05	USPS fingerprints-L.Coatsworth	01-185-5035	23.05	141
10/09/24	52694	Petty Cash	5.60	Water	01-110-5022	5.60	141
10/09/24	52694	Petty Cash	9.68	AMCA Strawhat	01-155-5022	9.68	141
10/09/24	52694	Petty Cash	6.49	Family Dollar-2gal lysol	01-185-5022	6.49	141
10/09/24	52694	Petty Cash	24.10	USPS fingerprints-A.Potter	01-230-5035	24.10	141
10/09/24	52694	Petty Cash	24.10	USPS fingerprints-A.Herder	01-140-5035	24.10	141
10/09/24	52694	Petty Cash	23.18	USPS fingerprints-C.Martin	01-150-5035	23.18	141
10/09/24	52694	Petty Cash	23.17	USPS fingerprints-G.Drouin	01-230-5035	23.17	141
10/09/24	52694	Petty Cash	59.18	Silly Al's Summer prog party	01-185-5023	59.18	141
10/09/24	52694	Petty Cash	15.27	#2358 2017 chev bus ac flush-rubbing alcohol	01-230-5025	15.27	141
10/09/24	52694	Petty Cash	2.16	Blue Folders-League of Cities	01-110-5022	2.16	141
10/09/24	52694	Petty Cash	4.01	Family Dollar-napkins/water	01-180-5043	4.01	141
10/09/24	52694	Petty Cash	6.82	Family Dollar batteries-gun lockers	01-127-5022	6.82	141
10/09/24	52694	Petty Cash	17.97	Coyote Fresh-snacks	01-180-5043	17.97	141

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
10/09/24	52694	Petty Cash	99.00	CDL Physical-C.Mason	01-180-5035	99.00	141
10/09/24	52694	Petty Cash	31.83	Dollar general-drinks,retirement lunch-J.Collier	01-130-5043	31.83	141
10/09/24	52694	Petty Cash	99.00	CDL Physical-B.Sorensen	01-180-5035	99.00	141
10/09/24	52694	Petty Cash	21.53	Refreshments-Retirement lunch J.Collier	01-130-5043	21.53	141
10/09/24	52694	Petty Cash	35.00	ADOT CDL Permit-C.Mason	01-180-5035	35.00	141
10/09/24	52694	Petty Cash	12.18	USPS fingerprints-D.Melander	15-500-5035	12.18	141
10/09/24	52694	Petty Cash	12.17	USPS fingerprints-D.Melander	16-550-5035	12.17	141
10/09/24	52694	Petty Cash	45.53	Walmart-Candy/water for Council	01-110-5022	45.53	141
10/09/24	52694	Petty Cash	24.35	USPS fingerprints-L.Greenslade vndr clk	01-130-5035	24.35	141
10/09/24	52694	Petty Cash	5.00-	Drawer over	01-000-4101	5.00-	141
Total 52694:			833.68				
52695							
10/09/24	52695	Pitney Bowes Bank Inc. Pu	17.61	Postage Refill- Admin	01-130-5042	17.61	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	2.63	Postage Refill- Police	01-140-5042	2.63	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	48.20	Postage Refill- Code Enforcement	01-115-5042	48.20	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	8.80	Postage Refill- Library	01-170-5042	8.80	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	15.72	Postage Refill- Court	01-150-5042	15.72	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	333.16	Postage Refill- WWTP	15-500-5042	333.16	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	333.17	Postage Refill- Water	16-550-5042	333.17	141
10/09/24	52695	Pitney Bowes Bank Inc. Pu	40.71	Postage Refill- Finance	01-135-5042	40.71	141
Total 52695:			800.00				
52696							
10/09/24	52696	Precision Protective Servic	261.78	Duty pants,shirt,suspenders,cuff, E.Cabrera	01-140-5019	261.78	141
10/09/24	52696	Precision Protective Servic	58.53	Duty Shirt-F.Rodriguez	01-140-5019	58.53	141
10/09/24	52696	Precision Protective Servic	112.21	Duty cuffs/key J.Burnett	01-140-5019	112.21	141
10/09/24	52696	Precision Protective Servic	422.81	Sew Patches, (100) patches	01-140-5019	422.81	141
10/09/24	52696	Precision Protective Servic	211.62	(100) Patches	01-140-5019	211.62	141
Total 52696:			1,066.95				
52697							
10/09/24	52697	Purcell Tire Co	291.14	#2212 2019 ford explr (2) tires	03-220-5025	291.14	141
10/09/24	52697	Purcell Tire Co	148.43	#1439 2018 chev tahoe (1) tire	01-140-5025	148.43	141
10/09/24	52697	Purcell Tire Co	277.17	#1403 2018 dod chgr (2) tires	01-140-5025	277.17	141
10/09/24	52697	Purcell Tire Co	287.54	#2359 2018 chev bus (2) tires	01-230-5025	287.54	141
Total 52697:			1,004.28				
52698							
10/09/24	52698	Quill Corporation	262.99	(1000) Window Envelopes, (1000) Plain Envelopes	01-130-5022	262.99	141
10/09/24	52698	Quill Corporation	127.29	CF226X M426fdw toner	01-135-5022	127.29	141
Total 52698:			390.28				
52699							
10/09/24	52699	Republic Services, Inc	437.73	4yd container (park) 2	01-180-5035	437.73	141
10/09/24	52699	Republic Services, Inc	451.73	4yd container (wwtp)2	15-500-5035	451.73	141
10/09/24	52699	Republic Services, Inc	257.18	4yd container (admin)	01-127-5035	257.18	141
10/09/24	52699	Republic Services, Inc	257.18	4yd container (cc)	01-127-5035	257.18	141
10/09/24	52699	Republic Services, Inc	257.18	4yd container (pw-HURF)	03-220-5035	257.18	141
10/09/24	52699	Republic Services, Inc	257.18	4yd container (pd)	01-127-5035	257.18	141
10/09/24	52699	Republic Services, Inc	4,552.45	40 cu yd transfer station 8/26-9/17	03-220-5112	4,552.45	141
Total 52699:			6,470.63				

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
52700							
10/09/24	52700	River City Newspapers	29.02	Citizen Review Mtg 10.17.24 run 10/2/24	01-160-5033	29.02	141
Total 52700:			29.02				
52701							
10/09/24	52701	River Septic LLC	13,600.94	Plant Operations & Maintenance-October 2024	15-500-5032	13,600.94	141
10/09/24	52701	River Septic LLC	2,266.82	Plant Operations & Maint-Aug 2024 price increase	15-500-5032	2,266.82	141
10/09/24	52701	River Septic LLC	2,266.82	Plant Operations & Maint-Sept 2024 price increase	15-500-5032	2,266.82	141
10/09/24	52701	River Septic LLC	131.25	Portable Toilet Rental-Celia Garden Maint 9/15/24-10/14/	01-180-5035	131.25	141
10/09/24	52701	River Septic LLC	131.25	Portable Toilet Rental-RC Strip 9/13/24-10/12/24	01-180-5035	131.25	141
10/09/24	52701	River Septic LLC	131.25	Portable Toilet Rental-KOFA yd 9/13/24-10/12/24	16-550-5035	131.25	141
10/09/24	52701	River Septic LLC	131.25	Portable Toilet Rental-Playground 9/13/24-10/12/24	01-180-5035	131.25	141
10/09/24	52701	River Septic LLC	131.25	Portable Toilet Rental-RC Strip 8/21/24-9/19/24	01-180-5035	131.25	141
Total 52701:			18,790.83				
52702							
10/09/24	52702	Road Runner Supply	320.80	Trifold,TP,Trash bags-TH	01-127-5034	320.80	141
10/09/24	52702	Road Runner Supply	41.45	Case-Bleach-TH	01-127-5034	41.45	141
10/09/24	52702	Road Runner Supply	61.12	Trash bags 24x32	03-220-5034	61.12	141
10/09/24	52702	Road Runner Supply	92.19	Case-Soap	15-500-5034	92.19	141
10/09/24	52702	Road Runner Supply	270.40	2 cases lg trash bags, tp	01-180-5034	270.40	141
Total 52702:			785.96				
52703							
10/09/24	52703	Sportworks Northwest, Inc.	142.72	#2359 2018 chev Support bike lock arm	01-125-5025	142.72	141
Total 52703:			142.72				
52704							
10/09/24	52704	Sternco Engineers, Inc.	470.00	Engneering Svc Design: Archtechitectural	24-303-5032	470.00	141
10/09/24	52704	Sternco Engineers, Inc.	400.00	Engineering Svc Design: Mechanical HVAC	24-303-5032	400.00	141
10/09/24	52704	Sternco Engineers, Inc.	200.00	Engineering Svc Design: Plumbing	24-303-5032	200.00	141
10/09/24	52704	Sternco Engineers, Inc.	500.00	Engineering Svc Design: Electrical	24-303-5032	500.00	141
Total 52704:			1,570.00				
52705							
10/09/24	52705	TerraForm Solar XVIII, LLC	1,090.11	Solar Energy-Town Hall	01-130-5048	1,090.11	141
10/09/24	52705	TerraForm Solar XVIII, LLC	2,494.35	Solar Energy- WWTP	15-500-5048	2,494.35	141
Total 52705:			3,584.46				
52706							
10/09/24	52706	Triple H Parts Supply Inc.	443.61	#1439 2018 chev tahoe battery/core	01-140-5025	443.61	141
10/09/24	52706	Triple H Parts Supply Inc.	91.09	#1401 2017 chev tahoe window regulator	01-140-5025	91.09	141
10/09/24	52706	Triple H Parts Supply Inc.	107.45	DEF 2.5 (6)	03-220-5022	107.45	141
10/09/24	52706	Triple H Parts Supply Inc.	247.47	#1435 2013 did chrgr REM starter	01-140-5025	247.47	141
10/09/24	52706	Triple H Parts Supply Inc.	93.37	#1403 2018 dod chrgr silentguard brk pads (2)	01-140-5025	93.37	141
10/09/24	52706	Triple H Parts Supply Inc.	210.78	#2211 2021 ford f250	03-220-5025	210.78	141
10/09/24	52706	Triple H Parts Supply Inc.	155.37	#2359 2018 chev bus blower mtr,resistor	01-230-5025	155.37	141
10/09/24	52706	Triple H Parts Supply Inc.	74.90	#2358 2017 chev bus ATP filter floor dry	01-230-5025	74.90	141
10/09/24	52706	Triple H Parts Supply Inc.	412.60	#1435 2013 did chrgr Radiator	01-140-5025	412.60	141
10/09/24	52706	Triple H Parts Supply Inc.	337.99	Motor Oil Stock	01-140-5025	337.99	141
10/09/24	52706	Triple H Parts Supply Inc.	28.19	Motor Oil Stock	01-180-5025	28.19	141
10/09/24	52706	Triple H Parts Supply Inc.	168.99	Motor Oil Stock	03-220-5022	168.99	141
10/09/24	52706	Triple H Parts Supply Inc.	14.08	Motor Oil Stock	15-500-5025	14.08	141

Check Issue Date	Check Number	Payee	Invoice Amount	Description	Invoice GL Account	Amount	Bank Number
10/09/24	52706	Triple H Parts Supply Inc.	14.08	Motor Oil Stock	16-550-5025	14.08	141
Total 52706:			2,399.97				
52707							
10/09/24	52707	Verizon Wireless	137.61	Cell Phone Services- Transit	01-230-5048	137.61	141
10/09/24	52707	Verizon Wireless	783.15	Cell Phone Services- Admin	01-130-5048	783.15	141
10/09/24	52707	Verizon Wireless	276.67	Cell Phone Services- M/C	01-110-5048	276.67	141
10/09/24	52707	Verizon Wireless	305.38	Cell Phone Services- HURF	03-220-5048	305.38	141
10/09/24	52707	Verizon Wireless	147.52	Cell Phone Services- WWTP	15-500-5048	147.52	141
10/09/24	52707	Verizon Wireless	267.52	Cell Phone Services- Water	16-550-5048	267.52	141
Total 52707:			1,917.85				
52708							
10/09/24	52708	Yavapai County School Su	750.00	FY 2024-25 E-Rate Consulting Services	01-170-5035	750.00	141
Total 52708:			750.00				
Grand Totals:			84,482.69				

Report Criteria:
Report type: GL detail
Check.Check Number = 52667-52708
Check.Voided = No

MINUTES
TOWN OF QUARTZSITE
REGULAR MEETING OF THE COMMON COUNCIL
TUESDAY, OCTOBER 8, 2024, 7:00 PM

Please see https://www.ci.quartzsite.az.us for audio or video of this Council meeting.

CALL TO ORDER: Mayor Simpson called the meeting to order at 7:00 p.m.

INVOCATION: Council Member Amon gave the Invocation.

PLEDGE OF ALLEGIANCE: Council Member Nichols led the Pledge of Allegiance.

ROLL CALL:

PRESENT: Mayor Simpson, Vice Mayor Goldberg, Council Member Warner, Council Member Bearcat, Council Member Amon, Council Member Nichols

ABSENT: Council Member Rosner

Staff Present: Jim Ferguson, Town Manager; Joe Estes, Town Attorney; Flora Romero, Town Clerk; Kiki Tunnell, Deputy Town Manager; Chief Romo, Quartzsite Police Department; Nicci Collier, Public Works Administrative Assistant

1. CALL TO THE PUBLIC, ANNOUNCEMENTS AND COMMUNICATIONS FROM CITIZENS:

Public Comment:

Dalene Thomas, Dusty Angel: We are getting ready to set donation boxes for the annual toy drive. We service Quartzsite and Ehrenburg. We will be setting the donation boxes beginning November 6th and end the donation collection on December 19th to hand out the toys on December 21st at noon. My phone number is 208.659.3093. If anyone is interested in getting donation boxes, or knows of families that need the donation, you may contact me.

Shanana Rain Goldenbear, Quartzsite resident: Just a reminder, BLM meeting will be tomorrow, October 9 at 1pm at the La Posa South Pavilion, bring chairs. This meeting is for the proposed fee increase. It was suggested that you, the governing body, address this situation. The deadline for submitting any letter is October 21st.

PRESENTATIONS; PROCLAMATIONS; REPORTS:

2. Heliogen Presentation

Jantien Shizuru and Blain Ruthmeyer were present tonight to provide the Brenda Solar Energy Project Presentation. Heliogen is a US based company from California. The Brenda Solar Energy Project is located north of Hwy 60 and Ave 42E; 3300 acres, which is owned by BLM. Our focus is concentrated solar to provide energy to this area. This will be 24/7, around the clock service. One of the concerns that was brought forth to us was water usage, and we have addressed this concern. We will use less the one fifth of water to generate clean hydrogen using electrolysis, dry cooling. This project consists of using heliostats that will project the sun's rays to a center tower,

heating water to produce steam which will then provide power to a turbine generator. The anticipated timeframe for this project to completion will end in 2029. It is also projected to provide around 300 new jobs during the construction of the project. Once construction is completed, 30-40 jobs will be available to run the facility. Heliogen is actively looking for vendors and partnerships for this project.

3. Proposition 402 Presentation

Deputy Town Manager Kiki Tunnell spoke about Proposition 402 which will be part of the ballot in the General Election of November 5, 2024. We learned that 83 out of 91 Arizona cities and towns have gone to their voters and adopted an alternative limitation. As stated in our past presentation, we need to remind the public that without the Permanent Base Adjustment, the Town will not be able to budget all the revenues it receives. Quartzsite is still required to adopt a balanced budget annually where spending cannot exceed available revenues. If the proposition fails, the Town will not be able to present an additional alternative expenditure limitation to voters for a two-year period. Council will have prioritize operations to stay within limitations which may impact on town-wide operations including Police, Streets and Roads, Parks, Recreation, Wastewater, Water, Library, Court, Capital Projects, and other Administrative Services. The recap facts of Proposition 402 is that it will not raise existing taxes, it will not impose new or additional taxes, it does not permit the Town to spend more than it receives, and this will allow the Town Council to utilize funds already on-hand for projects the Council determines important without the process of utilizing long-term loans.

4. Cities and Towns Week 2024 Proclamation

Mayor Simpson read the Cities and Towns Week 2024 Proclamation out loud.

CONSENT AGENDA:

5-a. LEDGER OF ACCOUNTS PAID - Consider approval of accounts payable checks series #52617-52657 Totaling $117,607.26.

Payroll Check Series paid #52610-52616

Mayor Simpson made a public correction on the payroll total.

Totaling $92,244.03

Grand Total - $209,851.29

5-b. MINUTES – Consider approval of the following Town Council minutes:

- Regular Council Meeting of September 24, 2024

Council Member Amon moved to approve the Consent Agenda, correcting the payroll total to $92,244.03.

Council Member Warner seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = **6**)

Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Warner, Council Member Bearcat, Council Member Amon, Council Member Nichols

BUSINESS:

6. Eve's Place Lease Agreement

Laura Horsley, CEO of Eve's Place, Inc. was present with us tonight and provided a detailed report on the Eve's Place program. The program benefits children and adults, victims and survivors, by providing outreach assistance, network, training, and education, and transportation services. Laura expressed how having a program hub in Quartzsite has helped service more than 100 individuals in this current fiscal year alone. Laura provided the programs main phone number, 623.537.5380 to the public in case anyone has questions, needs assistance, or has donations.

Public Comment:
Dalene Thomas

Vice Mayor Goldberg made a motion to approve the Third Amendment to the Lease Agreement between the Town of Quartzsite and Eve's Place, Inc.

Council Member Bearcat seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = 6)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Amon, Council Member Bearcat, Council Member Warner, Council Member Nichols

7. Financial Operation Guide – Grants Section

Deputy Town Manager Kiki Tunnell informed the Council that the modifications for the grant section are due to recommendations from the auditors. We are following all requirements for processing grants, but we do need to have the recommended modifications in place for future audit reviews.

Public Comment: None

Council Member Amon made a motion to approve the recommended modifications to the Town of Quartzsite Guide, Grants Section.

Council Member Nichols seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = 6)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Amon, Council Member Bearcat, Council Member Warner, Council Member Nichols

8. Advisory Board

Town Manager Ferguson informed the Council that this is the final stage to finish the creation of the Parks, Cultural, and Beautification Advisory Board. We will be fixing an error on page 3, C, 2, inputting the word "meet" and fixing the word lease to least. Town Attorney Joe Estes stated that changes or modifications can be made in the future as needed.

Public Comment: None

Vice Mayor Goldberg made a motion to approve Resolution No. 24-11, Parks, Cultural, and Beautification Advisory Board and begin accepting Statements of Interest for board members allowing appointments to the advisory board to begin February 1, 2025.

Council Member Bearcat seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = **6**)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Warner, Council Member Bearcat, Council Member Amon, Council Member Nichols

9. Council Meeting Cancelations

Town Manager Ferguson stated that we added this item to prepare for the upcoming months on what Council would like to do concerning the Thanksgiving and Christmas holiday meeting dates. Council can decide with ample time which dates, if any, they would like meetings canceled and may possibly have a future discussion on creating a policy for canceling meeting dates that are close to major holidays.

Public Comment: None

Vice Mayor Goldberg made a motion to approve the cancelation of the December 24th meeting due to the holiday.

Council Member Nichols seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = **6**)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Warner, Council Member Bearcat, Council Member Amon, Council Member Nichols

10. ADJOURN TO EXECUTIVE SESSION

Council Member Warner made a motion to adjourn to enter executive session at 8:18 pm.

Council Member Nichols seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = **6**)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Amon, Council Member Bearcat, Council Member Warner, Council Member Nichols

RETURN TO OPEN SESSION

Vice Mayor Goldberg made a motion to adjourn the executive session and return to open session at 9:26 pm.

Council Member Warner seconded the motion.

Vote: **MOTION CARRIED** (summary: Ayes = **6**)
Aye: Mayor Simpson, Vice Mayor Goldberg, Council Member Amon, Council Member Bearcat, Council Member Warner, Council Member Nichols

COMMUNICATIONS:

11. Reports from the MAYOR on current events.

Mayor Simpson mentioned that winter visitors are heading this way despite the hot weather. He also reminded all of us that we have the busy, non-stop season and events approaching us soon.

12. Reports from the COUNCIL on current events.

Council Member Amon stated that she will be attending the WACOG Wildfire meeting on October 24th and 25th.
Vice Mayor Goldberg stated that the La Paz County Comprehensive Plan Meeting will be held on Thursday, October 17th, at 6:30pm at the Quartzsite Community Center.
Mayor Simpson also commented that the 2024 AWC legislative Town Hall event at the Quartzsite AWC campus located at 695 Kofa Avenue on Wednesday, October 16, from 10:00am to 11:30am.
Council Member Nichols stated that there will be a Ribbon Cutting Ceremony for the Chamber of Commerce on Saturday, October 19, at 10am at 79 W Main Street.

13. Reports from the TOWN MANAGER on current events.

Town Manager Ferguson reminded everyone of the Manager's Meetings, tomorrow at 1pm.

14. Future Agenda Items

Council Member Warner just reminded us she would like to review the Colorado River water report.

ADJOURNMENT: Mayor Simpson adjourned the meeting at 9:33 p.m.

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of October 8, 2024 of the Town Council of Quartzsite, Arizona.

I further certify that the meeting was duly called and held and that a quorum was present.

DATED this _____ day of _____ 2024.

_____
Flora Romero, Town Clerk

On behalf of the Common Council

Approved:

_____
Norm Simpson, Mayor

DRAFT

TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING
Tuesday, October 22, 2024

Agenda Item: **HIGH PROCESSING MULTI-FUNCTION COPIER**

Agenda Summary: Consideration of proposals for high processing multi-function copier and possible award of the purchase contract to Konica Minolta Business Solutions in the amount of $19,157.30 for 60 months. This contract includes $7,092.54 for the Police Department and $12,064.76 for Administration.

Responsible Person: Jim Ferguson, Town Manager

Attachment: Bid List & Proposal Documents
Konica Bid
Xerox Bid

Action Requested: **Motion** to award the purchase contract to Konica Minolta Business Solutions in the amount of $19,157.30 for 60 months.

Request for Proposal for High Processing Multi-function Copier Equipment & Svcs. - RFP - #FIN9.26.24

Quartzsite Town Hall, 465 N. Plymouth Avenue, Quartzsite, AZ 85346

Proposal Opening: September 25, 2024 at 4:00 p.m.

Date	Phone Number	Time Received	AGENCY NAME	Term	Price
9/25/2024			Xerox Business Solutions Southwest	60 months	$24,600.00
9/25/2024			Konica Minolta	60 months	$19,157.30

NOTICE & REQUEST FOR PROPOSALS
TOWN OF QUARTZSITE



Project: High Processing Multi Function Copier Equipment & Services
Bid Opening: August 26,2024 Deadline for Submittal: September 26, 2024
Location: 465 N. Plymouth Ave., Quartzsite, AZ 85346
Quartzsite Staff Contact/ telephone number: Sharon Barnes 928/927-4333
Contract Documents available at: Town Hall (at no charge)

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Quartzsite Clerk's Office, PO Box 2812, 465 N. Plymouth Ave., Quartzsite, AZ 85346 until 4 p.m. September 26, 2024, for the above equipment and services. (2) Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the equipment/services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to assure proposals are received at the above location on or before the specified time.

Work Summary: Quartzsite seeks (2) Copier equipment and services. (A) Newest 75 page per minute both in Color and Black n White. Scan Print Copy Fax (2 sided), Quick Scan 240 per minute to email server or folder, Finisher 100 sheet stapling unit and 3-hole punch, multi-tray collator, booklet copier options, 2 universal paper 500 sheet drawer (s) side by side, letter size 2,500 sheets plus bypass, Large 9" color panel, connects to USB for PDF printing, Online service calls, setup and Training included. Private and secure code printing options required. The contract may be renewed for up to additional one (1) year terms. Leasing proposals with low governmental rates. The installation of equipment and services are required to be completed within 60 days of the Notice to Proceed or Purchase Order as applicable. (B) same as above except 40 pages per minute both in Color and Black n White. Smaller bypass tray.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposals, which may be downloaded from Town of Quartzsite website www.quartzsiteaz.org.

Right to Reject Proposals: Quartzsite reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Quartzsite determines.

Equal Opportunity: Quartzsite is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: _____ TOWN OF QUARTZSITE, ARIZONA

Publications Date(s)

_____ _____

_____, Town Clerk

REQUEST FOR PROPOSAL DOCUMENTS FOR:
Large Copier, Printer, Fax and Scanner-Town Hall
Medium Copier, Printer, Fax and Scanner-Police Department
FOR THE TOWN OF QUARTZSITE, ARIZONA

Quartzsite intends to purchase 1 large copier, scanner, printer, and fax machine in compliance with these specifications.

I. REQUIREMENTS FOR PROPOSERS.

1.1 Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, 465 N. Plymouth Ave., Quartzsite, AZ 85346, until 4:00p.m. on September 26, 2024, at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2 Proposal Documents Available: The Proposal Documents consist of four parts: I. Requirements for Proposers, II. General Conditions, III. Scope of Work, and IV. Proposer's Proposal (form). The Proposal Documents are available at 465 N. Plymouth Ave. Quartzsite, AZ 85346; or by contacting the Town Clerk or via email townclerk@quartzsiteaz.org and may be obtained upon request.

1.3 Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4 Proposal Form: Proposals must be submitted only on the proposal form. All proposals must be submitted in a sealed envelope clearly marked "Proposal for Copier Services - Office of the Town Clerk, Solicitation #FIN9.26.24."

1.5 Town's Right to Reject Proposals: The Town of Quartzsite reserves the right to reject any and all proposals and to waive technicalities.

1.6 Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing Proposals with insufficient postage will not be accepted by Quartzsite. It is the sole responsibility of the Proposer to see that his/her Proposal is delivered and received by the proper time and at the proper place.

1.7 Proposal Amendment or Withdrawal: A Proposal may be withdrawn any time before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

1.8 Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Quartzsite and shall become a matter of public record

1.12.4 Clarifications. Quartzsite reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.12.5 Waiver and Rejection Rights. The Town of Quartzsite reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.13 Proposal Preparation:

1.13.1 Format. Proposers shall submit their Proposal with an original and 2 copies and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.13.2 No Facsimile or Electronic Mail Proposals. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.13.3 Typed or Ink Corrections. The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.13.4 No Modifications. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.13.5 Content. The Proposal shall contain all of the following information:

Brief Description of the Proposer's Firm

A. Office location — Reference Attached
B. Length of time in business
C. Total number of employees and number of local employees
D. Names of principals, their disciplines, and Arizona registration.
E. Services provided by the firm
F. Experience in providing similar services within the last 5 years
G. Three (3) references

Project Team: Reference Attached

1.14.1 Duty to Examine. It is the responsibility of each Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

1.14.2 Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation should be directed solely to the Contact person listed on the cover page of the solicitation. The Proposer shall not contact or direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation specifically identifies a person other than the Contact Person as a contact.

1.14.3 Submission of Inquiries. All inquiries except those at the Pre-Proposal Conference shall be submitted in writing and shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Proposal and not be opened until after the Proposal due date and time. Quartzsite shall consider the relevancy of the inquiry but is not required to respond in writing.

1.14.4 Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least ten (10) days before the Proposal due date and time for review and determination by Quartzsite. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum.

1.14.5 No Right to Rely on Verbal Responses. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II. GENERAL CONDITIONS

2.1 Contract Term; Renewal. The Contract commences upon execution of the Contract. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Quartzsite. All services shall be completed by October 31, 2024. Any intermediate deadlines or milestones are set forth in Exhibit C.

1.

2.2 Cooperative Use of Contract: Upon written approval of the Successful Proposer and Quartzsite, this Contract may be tendered for use by other municipalities and government agencies.

III. SCOPE OF WORK

Quartzsite seeks (2) Copier equipment and services meeting the following specifications: (A) New 75 Page per in Color and Black n White. Scan Print Copy Fax (2 sided), Quick Scan 240 per minute to email server or folder, Finisher 100 sheet stapling unit and 3-hole punch, booklet copier options, collator-multi tray, 2 universal paper 500 sheet drawer (s) side by side, letter size

parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

That Proposer has received and reviewed all Addenda Nos. Ø issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).

Ken Nizlolek
Name
Territory Manager.
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 25th day of September, 2024 by Ken Nizlolek

Monica McMackin
Notary Public

MONICA MCMACKIN
Notary Public - Arizona
Mohave County
Commission # 615536
My Comm. Expires Oct 4, 2025

KONICA MINOLTA

REVISED LEASE OPTION 10-10-24

Quotation

Prepared Exclusively for:
Town Of Quartzsite
Sharon Barnes
465 N Plymouth
Quartzsite, AZ 85346

Prepared by:
Kenneth Niziolek
SENIOR ACCOUNT EXECUTIVE
Office: (702) 340-4467
kniziolek@kmbs.konicaminolta.us

Offer Expires: 10/18/2024

Product: Device & Software

Installation Location - 1: Town Of Quartzsite, 465 N Plymouth, Quartzsite, AZ 85346
Device Location(s): Police
Delivery Contact:

Qty	Product Description	Product Configuration
1	Bizhub C751i	Bizhub Secure, Pwrfilter W Premium Inrush 120v/20a, Working Table Wt-506, Fk-514 Fax Kit 1st & 2nd Line, Pk-526 2/3-hole Punch Unit For Fs-540, Ru-519, Fs-540 Sd 100-sheet Booklet Finisher, Basic Network Service - Bns05, Mfp Delivery Charge - Level Three, Tn715c Cyan Toner, Tn715m Magenta Toner, Tn715y Yellow Toner, Tn715k Black Toner, C751i Color Copier/printer W/ Df-713
1	Bizhub C451i	Bizhub Secure, Pwrfilter W Line Monitoring 120v/15a, Working Table Wt-506, Fk-514 Fax Kit 1st & 2nd Line, Pk-526 2/3-hole Punch Unit For Fs-540, Relay Unit Ru-513, Fs-540 Sd 100-sheet Booklet Finisher, Pc-416 Cabinet, Basic Network Service - Bns04, Mfp Delivery Charge - Level Two, Tn626c Cyan Toner Yield: 28k, Tn626m Magenta Toner Yield: 28k, Tn626y Yellow Toner Yield: 28k, Tn626k Black Toner Yield: 28k, C451i Copier/printer With Df-713

Scope of Work Page 2

Maintenance Services

Maintenance Plan: CPC c451i / c751i
Entitlements: Toner , Staples, No In Term Annual Escalation, Parts/Labor

Term: 60 Months

Installation Location - 1: Town Of Quartzsite, 465 N Plymouth, Quartzsite, AZ 85346

Values shown per device

Device	Qty	Bill Plan Type	Base Rate (per device)	Base Frequency	Pages Included	Overage Charge	Overage Frequency
Bizhub C751i	1	Mono			0	$0.00590	Monthly
	1	Color			0	$0.04390	Monthly

Maintenance Plan: CPC
Entitlements: Toner , Staples, Parts/Labor

Term: 60 Months

Installation Location - 1: Town Of Quartzsite, 465 N Plymouth, Quartzsite, AZ 85346

KONICA MINOLTA

Values shown per device

Device	Qty	Bill Plan Type	Base Rate (per device)	Base Frequency	Pages Included	Overage Charge	Overage Frequency
Bizhub C451i	1	Mono			0	$ 0.00730	Monthly
	1	Color			0	$ 0.05000	Monthly

Scope of work

c451i - 45 page per min. and c751i 75 page per min. as proposed
Scan Print Copy Fax 2 sided. Quick Scan 240 per min. to email server or folder Finiaher 100 sheet stapling unit and a 2 -3 hole punch,
Booklet copier options collator mutitray / 2 universal paper drawers 500 each tray - side by side 8.5 letter 2500 sheet plus 100 sheet bypass
Large 9 inch color display connects to USB for PDF printing .. Online MYKMBS portal for Service Calls and Supply orders.
Private Secure code Secure print feature for confidential printing - 1/2 fold all paper sizes to include multiple sized paper trays colored paper tray and hgh performance

The lease may be renewed for up to additional one (1) year terms. Leasing with Government lease with low Gov rates.
No allowance NO overage includes both Color and Black and White Fixed Cost per Copy rates 60 months ..

Quartely preventative maintance visits rdduce down time bizhub secure GSA approved hard drive secuirty

Instalation completed with in 5 days of Notice to proceed or purchase

Training NO charge pick up current Konica Minolta copiers after delivery install

Brochres included for both c451i and c751i included with all options proposed

KONICA MINOLTA

Quotation Summary & Acceptance

Transaction Type :**Purchase**

Credit Terms: **NET 30 DAYS**

Projected Total Purchase Price(s):		**Amount**
Device/Software:		$19,157.30
	Total(Excluding applicable taxes)	$19,157.30

Projected Monthly Obligation(s):		**Amount**
Maintenance Services:		$0.00
Sourcewell Government GPO	**Total**(Excluding applicable taxes)	$0.00

c451i purchase $ 7,092.54 $ 142.01 Police Department
c751i purchase $12,064.76 $ 241.56 Town of Quartzsite Administration

Lease Option: 60 month
Baystone Finiancial / Kansas State Bank (same as used with Mohave Contracts)

Please contact Kenneth Niziolek, (702) 340-4467, to accept this quotation and have an Order/Lease Agreement delivered for signature.

Ken Niziolek
Territory Manager So Nevada - AZ Territories

702 340 4467

kniziolek@kmbs.konicaminolta.us

Rosibel Apricio
Sales Manager So Nevada - AZ Territories

702 479 2407

raparicio@kmbs.konicaminolta.us

PRINTER SPECIFICATIONS

Mobile printing	AirPrint (iOS); Mopria (Android); Konica Minolta Print Service (Android); Konica Minolta Mobile Print (iOS/Android) Optional: Wi-Fi Direct

PRINTER SPECIFICATIONS (OPTIONAL)

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	4,096 MB / 500 GB
Page description language	PostScript 3 (3016) Emulation; PCL 6 (XL Version 3.0 Emulation,; PCL 5e/c Emulation; XPS Version 1.0
Operating systems	Windows 10 (32/64); Windows 11; Windows Server 2012; Windows Server 2012 R2; Windows Server 2016; Windows Server 2019; Windows Server 2022; macOS 10.14 or later; Unix; Linux; Citrix

SCANNER SPECIFICATIONS

Scan speed ✓	Up to 140/140 ipm in simplex (mono/color) Up to 280/280 ipm in duplex (mono/color)
Scan resolution	Up to 600 x 600 dpi
Scan modes ✓	Scan-to-eMail (Scan-to-Me); Scan-to-SMB (Scan-to-Home); Scan-to-FTP; Scan-to-Box; Scan-to-USB; Scan-to-WebDAV; Scan-to-DPWS; Scan-to-URL; TWAIN scan
File formats ✓	JPEG; TIFF; PDF;Compact PDF; Encrypted PDF; XPS; Compact XPS; PPTX; PDF/A 1a and 1b optional: Searchable PDF; Searchable DOCX/PPTX/XLSX
Scan destinations	2,000 destinations + 100 groups; LDAP support

COPIER SPECIFICATIONS ✓

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. 11" x 17"
Magnification	25–400% in 0.1% steps; Auto-zoom

FAX SPECIFCIATION ✓

Fax standard	Super G3 (optional)
Fax transmission	Analog; I-Fax; Color I-Fax
Fax resolution	Up to 600 x 600 dpi
Fax compression	MH; MR; MMR; JBIG
Fax modem	Up to 33.6 Kbps
Fax destinations	2,000 single + 100 groups

USER BOX SPECIFICATIONS

Storable documents	Up to 3,000 documents or 10,000 pages
User boxes	Public; Personal (with password or authentication); Group (with authentication)
System boxes ✓	Secure print; Encrypted PDF print; Fax receipt; Fax polling

SYSTEM FEATURES

Security	ISO 15408 HCD-PP Common Criteria (in evalutation); IP filtering and port blocking; SSL3 and TLS1.0/1.1/1.2 network communication; IPsec support; IEEE 802.1x support; User authentication; Authentication log; Secure print; Kerberos; Overwrite all data function; SSD self-encryption (AES 256)/ Storage lock password; Confidential fax; Print user data encryption
Security function (optional)	Antivirus realtime scanning (Bitdefender®); Copy protection (Copy Guard; Password Copy)
Accounting	Up to 1,000 user accounts; Active Directory support (user name + password + e-mail + smb folder); User function access definition; Authentication by mobile device (Android) ID card authentication (ID card reader); Authentication by mobile device (iOS)
Software	Net Care Device Manager; Data Administrator; Web Connection; Log Management Utility

[1] Warm-up time may vary depending on the operating environment and usage

[2] If the maximum volume is reached within a period of one year, then a maintenance cycle must be performed

- All specifications refer to 8.5" x 11"-size paper of 80 g/m² quality.
- The support and availability of the listed specifications and functionalities varies depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.
- All brand and product names may be registered trademarks or trademarks of their respective holders and are hereby acknowledged.

For complete information on Konica Minolta products and solutions, please visit: **CountOnKonicaMinolta.com**

© 2024 KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. All rights reserved. Reproduction in whole or in part without written permission is prohibited. KONICA MINOLTA, the KONICA MINOLTA logo and bizhub are registered trademarks or trademarks of KONICA MINOLTA, INC. All other product and brand names are trademarks or registered trademarks of their respective companies or organizations. All features and functions described here may not be available on some products. Design & specifications are subject to change without notice.

KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446
CountOnKonicaMinolta.com

Item #: C751ISS 5/2024-Z

PRINTER SPECIFICATIONS

Print resolution	1,800 (equivalent) x 600 dpi, 1,200 x 1,200 dpi
Page description language	PostScript 3 (3016) Emulation PCL 6 (XL Version 3.0 Emulation PCL 5e/c Emulation XPS Version 1.0
Operating systems	Server: Windows Server 2016 Windows Server 2019 Windows Server 2022 Client: Windows 10 Windows 10 / 11x64 Edition Windows Sever 2016 / Sever 2019 / Sever 2022 macOS 10.14 / 10.15 / 11 / 12 / 13 Intel macOS 11 AppleM1 macOS 12 / 13 AppleM1 / AppleM2 Red Hat Enterprise Linux Google Chrome OS
Printer fonts	PCL: Western type: 80 outline fonts Japanese fonts: HG Mincho L / HGP Mincho L / HG Gothic B / HGP Gothic B Postscript 3 Emulation: Western type1 font: 137 outline fonts Japanese fonts: HG Mincho L / HG Gothic B
Mobile printing	AirPrint (iOS), Mopria (Android), Konica Minolta Print Service (Android), Konica Minolta Mobile Print (iOS/Android) Optional: Google Cloud Print, Wi-Fi Direct

PRINTER SPECIFICATIONS (OPTIONAL)

Print controller	Embedded Fiery IC-420
Controller CPU	AMD GX-424CC @ 2.4 GHz
Memory/HDD	8 GB (8192MB) (standard)
Page description language	Adobe PostScript 3 (CPSI 3020), PCL 6, PCL 5c
Operating systems	Windows 7 (32/64), Windows 8.1 (32/64), Windows 10 (32/64), Windows Server 2008 (32/64), Windows Server 2008 R2, Windows Server 2012, Windows Server 2012 R2, Windows Server 2016, Windows Server 2019, Macintosh OS X 10.10 or later, Linux

SCANNER SPECIFICATIONS

Scan speed	✓	Up to 140/140 ipm in simplex (mono/color) Up to 280/280 ipm in duplex (mono/color)
Scan resolution		Up to 600 x 600 dpi
Scan modes	✓	Scan-to-eMail (Scan-to-Me), Scan-to-SMB (Scan-to-Home), Scan-to-FTP, Scan-to-Box, Scan-to-USB, Scan-to-WebDAV, Scan-to-DPWS, Scan-to-URL, TWAIN scan
File formats	✓	TIFF, PDF, Compact PDF, JPEG, XPS, Compact XPS, pptx, docx, xlsx, Searchable PDF, PDF/A, Linearized PDF, Page setting (Single page (1-999 pages) / Multi page)
Scan destinations		2,000 destinations + 100 groups, LDAP support

COPIER SPECIFICATIONS

Copy resolution	600 x 600 dpi
Gradation	256 gradations
Multicopy	1-9,999
Original format	Max. 11" x 17"
Magnification	25-400% in 0.1% steps, Auto zoom

FAX SPECIFICATIONS

Fax standard	✓	Super G3 (optional)
Fax transmission		Analog, i-Fax, Color i-Fax, IP-Fax
Fax resolution		Up to 600 x 600 dpi
Fax compression		MH, MR, MMR, JBIG
Fax modem		Up to 33.6 Kbps
Fax destinations		2,000 single + 100 groups

USER BOX SPECIFICATIONS

Storable documents		Up to 3,000 documents or 10,000 pages
Type of user boxes		Public, Personal (with password or authentication), Group (with authentication)
Type of system boxes	✓	Secure print, Encrypted PDF print, Fax receipt, Fax polling

SYSTEM FEATURES

Security	ISO 15408 HCD-PP Common Criteria (in evaluation), IP filtering and port blocking, SSL3 and TLS1.0/1.1/1.2 network communication, IPsec support, IEEE 802.1x support, User authentication, Authentication log, Secure print, Kerberos, Hard drive data encryption (AES 256), Confidential fax, Print user data encryption Optional: Antivirus scanning (Bitdefender®), Copy protection (Copy Guard, Password Copy)
Accounting	Up to 1,000 user accounts, Active Directory support (user name + password + e-mail + smb folder), User function access definition, Authentication by mobile device (Android) ID card authentication (ID card reader), Authentication by mobile device (iOS)
Software	Net Care Device Manager, Data Administrator, Box Operator, Web Connection, Log Management Utility

[1] Warm-up time may vary depending on the operating environment and usage.
[2] Maximum monthly copy/print volume supported under standard vendor-supplied service defines the upper end of expected customer volume for the device. Customers should consider multiple machines if average monthly volume approaches duty cycle on a continual basis.

- All specifications refer to 8.5" x 11" paper of 80 g/m² weight.
- The support and availability of the listed specifications and functionalities vary depending on operating systems, applications and network protocols as well as network and system configurations.
- The stated life expectancy of each consumable is based on specific operating conditions such as page coverage for a particular page size (5% coverage of 8.5" x 11"). The actual life of each consumable will vary depending on use and other printing variables including page coverage, page size, media type, continuous or intermittent printing, ambient temperature and humidity.
- Some of the product illustrations contain optional accessories.
- Specifications and accessories are based on the information available at the time of printing and are subject to change without notice.
- Konica Minolta does not warrant that any specifications mentioned will be error-free.

For complete information on Konica Minolta products and solutions, please visit: **CountOnKonicaMinolta.com**

© 2024 KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. All rights reserved. Reproduction in whole or in part without written permission is prohibited. KONICA MINOLTA, the KONICA MINOLTA logo and bizhub are registered trademarks or trademarks of KONICA MINOLTA, INC. All other product and brand names are trademarks or registered trademarks of their respective companies or organizations. All features and functions described here may not be available on some products. Design & specifications are subject to change without notice.

Ken Niziolek - Territory Manager
702 340 4467

KONICA MINOLTA

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, New Jersey 07446
CountOnKonicaMinolta.com

Item #: C451IDATASHEET
5/2024-Z

xerox™

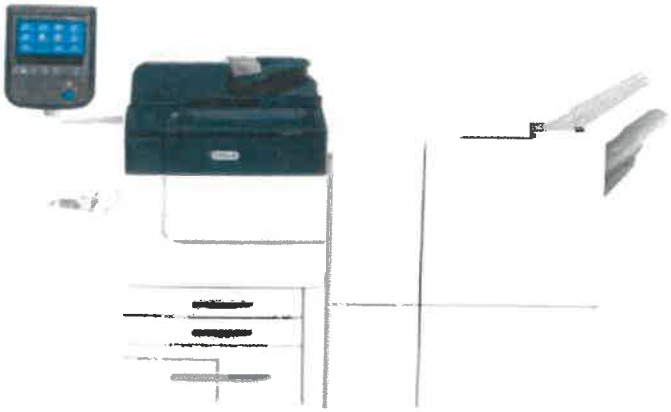
Business Solutions Southwest

Xerox Business Solutions Southwest Pricing Summary
Prepared Exclusively for Town of Quartzsite

Device Catalog

Color Light Production MFP

Xerox PrimeLink C9070



75 ppm B&W / 70 ppm Color
Up to 270 ipm color scanning
250-sheet capacity document feeder
Network printing at 2400x2400 dpi
Standard 3,080 sheet capacity
Standard 4 trays
250-sheet bypass tray
Adobe Script 3. PCL
Up to 256 GSM
DMP Controller with Postscript
Interface Decurler Module
Mobile Printing, Xerox App Gallery
Encryption, Disk overwrite security, secure print
Production Ready Staple Finisher with Hole Punch (Pictured)
Fax Install Kit

Optional Accessories (not pictured):
Production Ready Booklet Maker Finisher
C&Z Folder
High Capacity Feeder

Color Departmental MFP

Xerox AltaLink C8255



55ppm B&W/55ppm Color
Up to 161pm color scanning
130-sheet single pass duplex automatic document feeder
Network printing at 1200x2400 dpi
Standard 3,040 sheet capacity
Standard 4 trays
100-sheet bypass tray
Adobe PostScript 3, Adobe PDF, PCL 6
Embedded Pre-installed AI-Assisted Apps
256 GB SSD
Print to/scan from USB memory stick
Mobile Printing, Xerox App Gallery
Built-in Encryption, Disk overwrite security, secure print
Business Ready Finisher with 2/3 Hole Punch (Pictured)
1 Fax Line

Optional Accessories (not pictured):
Business Ready Booklet Maker Finisher with 2/3 Hole Punch
Business Ready C/Z Folder
High Capacity Feeder

2,500 sheets plus bypass, Large 9" color panel, connects to USB for PDF printing, Online service calls, setup and Training included. Private and secure code printing options required for confidential secure printing, ½ fold all size paper, multiple sized paper trays, colored paper trays, and high performance. The lease may be renewed for up to additional one (1) year terms. Leasing proposals with low governmental rates. No allowance, no overage fees, includes all supplies, staples, toners, drums, parts and labor. Fixed Cost per copy rates for no less than 60 months for both color/ black and white. Quarterly preventive maintenance scheduled visits to reduce downtime costs. The installation is required to be completed within 5 days of the Notice to Proceed or Purchase Order as applicable. (B) Medium sized copier, with all above tailored to a medium sized copier.

IV. PROPOSER'S PROPOSAL

4.1 Proposer's Proposal: For the proposal opening August 26, 2024, for copier equipment and services.

4.2 Covenant Clause: It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 Conditions Accepted: The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 Proposal Price: 60 Month Lease price $410.00/mth for both devices.

** Please see the following page for pricing on optional accessories.

4.5 Contract Acceptance: Proposer proposes and agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Quartzsite within thirty (30) days after Quartzsite's acceptance of this proposal at the listed scheduled price.

4.6 Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona)
) ss.
La Paz County)

The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the

Pricing Summary

Pricing Summary			
QTY	Xerox Proposed Model	60 Month Lease and Maintenance Price	Service and Supply Structure: Cost Per Copy
1	Xerox Primelink C9070	$284.80/ month	BW CPC: $0.004
1	Xerox Altalink C8255	$125.20/ month	Color CPC: $0.035

Optional Accessories

QTY	Optional Accessories	60 Month Lease Price
1	Production Ready Booklet Maker for the Primelink C9070	$98.39/ month
1	C/Z Folder for the Booklet Maker on the Primelink C9070	$37.41/ month
1	High Capacity Feeder for the Primelink C9070	$7.96/ month
1	Business Ready Booklet Maker Finisher for the Altalink C8255	$32.96/ month
1	C/Z Folder for the Booklet Maker for the Altalink C8255	$36.32/ month
1	High Capacity Feeder for the Altalink C8255	$16.82/ month

Terms and Conditions

- All equipment proposed is 100% new current models.
- Pricing is based on Town of Quartzsite signing a non-cancellable lease with non-appropriations.
- In reference to the proposal security section of the RFP in section 1.10, we would like to clarify that our understanding is that no security bond is required for this submission.
- Upon reviewing the solicitation, we observed that specific contractual terms were not included. We would like to express our readiness to accept standard terms and conditions typically associated with similar agreements, or to engage in negotiations upon award.
- Includes delivery, installation, network analyst services and unlimited training for the duration of the contract.
- Includes all OEM toner, parts and service with the exception of paper.
- Includes all new software releases, revisions, patches, etc.
- All service performed by certified Xerox technicians.
- 24/7 web-based support.

Product Brochures

Due to the file sizes of our brochures, a link has been provided below for each product in our offering.

Xerox Primelink C9070
https://www.xerox.com/digital-printing/latest/PC9BR-01U.PDF

Xerox AltaLink C8255
https://www.office.xerox.com/latest/AC8BR-06U

TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING
Tuesday, October 22, 2024

Agenda Item:	**VEREGY ENERGY SERVICES AGREEMENT**
Agenda Summary:	Discussion and possible approval of the Veregy Energy Services Agreement.
Budgeted?	N/A
Impact on Budget:	N/A
Responsible Person:	Jim Ferguson, Town Manager
Attachment:	Veregy Energy Services Agreement
Action Requested:	**Motion to approve approval of the Veregy Energy Services Agreement.**

VEREGY DER & ELECTRICAL, LLC.
GUARANTEED ENERGY SERVICES AGREEMENT

CUSTOMER NAME: Town of Quartzsite
DATE OF SUBMISSION: _____

TABLE OF CONTENTS

ARTICLE **PAGE**

1. GENERAL PROVISIONS 0
2. VEREGY'S RESPONSIBILITIES 0
3. CUSTOMER'S RESPONSIBILITIES 3
4. SUBCONTRACTS 4
5. INSTALLATION AND ACCEPTANCE 5
6. PRICE AND PAYMENT 5
7. CHANGES IN THE PROJECT 5
8. INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, AND LIMITATION OF LIABILITY 6
9. TERMINATION OF THE AGREEMENT 8
10. ASSIGNMENT 10
11. MISCELLANEOUS PROVISIONS 10
12. ARBITRATION 10
13. LIMIT OF LIABILITY - FIRE AND/OR SECURITY SYSTEMS 11
14. ALLOCATION OF SECTION 179D DEDUCTIONTO DESIGNER 11

ATTACHMENT A	THE WORK (SCOPE-OF-WORK)
ATTACHMENT B	THE INSTALLATION SCHEDULE
ATTACHMENT C	PAYMENT SCHEDULE
ATTACHMENT D	ENERGY GUARANTEE
ATTACHMENT E	SCHEDULE OF SAVINGS
ATTACHMENT F	PROJECT ACCEPTANCE
ATTACHMENT G	FORM ALLOCATION OF SECTION 179D DEDUCTION
ATTACHMENT H	FEDERAL REQUIREMENTS COMPLIANCE

Note Regarding Modifications Made to this Agreement: Provisions in the printed document that are not to be included in the agreement may be deleted by striking through the word, sentence, or paragraph to be omitted. It is recommended that unwanted provisions not be made illegible. The Parties should be clearly aware of the material deleted from the standard form. **Do not make any modifications to this Agreement unless approval to do so has been granted. Changes may be made only by deletion as explained above, or, by addendum.**

ARTICLE 1

GENERAL PROVISIONS

1.1 This Agreement, including all Attachments, Exhibits, and Schedules referenced herein (hereinafter the "Agreement") dated _____, 2024 (the "Effective Date") by and between Veregy DER & Electrical, LLC., an Arizona Limited Liability Company (referred to as "VEREGY") with a principal place of business at 3312 E. Broadway Rd. Phoenix, Az. 85040, Arizona Contractor's License No. 276050, 252925, and the Town of Quartzsite, Arizona ("CUSTOMER") with a principal place of business at 465 N. Plymouth Ave., P.O. Box 2812, Quartzsite, Arizona 85346. (collectively the "Parties").

1.2 EXTENT OF AGREEMENT: This Agreement, including all attachments and exhibits hereto, represents the entire agreement between CUSTOMER and VEREGY and supersedes all prior negotiations, representations, or agreements. This Agreement shall not be superseded by any provisions of the documents for construction and may be amended only by: (1) a written amendment signed by both CUSTOMER and VEREGY; and (2) a Change Order. None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent Purchase Order issued by CUSTOMER, which relates to the subject matter of this Agreement.

1.3 As used in this Agreement, the term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by VEREGY to fulfill VEREGY's obligations, as described in Attachment A and otherwise set forth in the Contract Documents. The Work may constitute the whole or a part of the Project. The Work specifically excludes certain design and construction, which are the subject of separate agreements between CUSTOMER and parties other than VEREGY.

1.4 The Project is the total construction of which the Work performed by VEREGY under this Agreement may be the whole or a part and which may include construction by the CUSTOMER and by separate contractors.

1.5 The Contract Documents consist of this Agreement, its attachments, exhibits, schedules, and addenda. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by VEREGY. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them.

1.6 Installation Schedule means that schedule set out in Attachment B describing the Parties' intentions respecting the times by which the components or aspects of the Work therein set forth shall be installed and/or ready for acceptance or beneficial use by CUSTOMER.

1.7 This Agreement shall be conditioned upon the approval and issuance of a WIFA loan and issuance of a written Notice to Proceed by CUSTOMER, which shall be issued upon CUSTOMER's notification of approval of a WIFA loan. If CUSTOMER is not approved for a WIFA loan, CUSTOMER may cancel this Agreement without any penalty.

ARTICLE 2

VEREGY'S RESPONSIBILITIES

2.1 VEREGY Services

2.1.1 VEREGY shall be responsible for construction of the Project, except as otherwise set forth in the Construction Documents. VEREGY shall not be responsible for any work undertaken by CUSTOMER or CUSTOMER's contractors.

2.1.2 VEREGY will secure necessary permits for the Work. CUSTOMER shall pay the costs of such permits.

2.1.3. VEREGY shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless

VEREGY needs to provide such services in order to carry out the VEREGY's responsibilities for construction means, methods, techniques, sequences and procedures.

2.1.4 VEREGY shall comply with each and every applicable Federal Requirement and each and every applicable Equal Employment Opportunity ("EEO") Requirement. By way of regulatory compliance and clarity and not to limit the commitment made herein, Attachment H Federal Requirements Compliance is attached hereto, incorporated herein, and made a part hereof for all purposes.

2.2 Responsibilities with Respect to the Work

2.2.1 VEREGY will provide construction supervision, inspection, labor, materials, tools, construction equipment and subcontracted items reasonably necessary for the execution and completion of the Work.

2.2.2 VEREGY shall keep the premises in an orderly fashion and reasonably free from unnecessary accumulation of waste materials or rubbish caused by its operations. If VEREGY damages property not needed for the Work, VEREGY shall repair the property to its pre-existing condition unless CUSTOMER directs otherwise. At the completion of the Work, VEREGY shall remove waste material supplied by VEREGY under this Agreement as well as all its tools, construction equipment, machinery, and surplus material. Unless otherwise agreed to herein, all surplus materials shall be the property of VEREGY. VEREGY shall dispose of all waste materials or rubbish caused by its operations; provided, that unless otherwise specifically agreed to in this Agreement, VEREGY shall not be responsible for disposal of toxic or hazardous materials removed from the facilities, such as fluorescent lights, potential polychlorinated biphenyl containing light ballasts and mercury-containing controls but shall store those materials neatly at a location designated by CUSTOMER.

2.2.3 VEREGY shall give all notices and comply with all laws and ordinances legally enacted as of the date of execution of the Agreement governing the execution of the Work; provided, however, that VEREGY shall not be responsible nor liable for the violation of any code, law or ordinance caused by CUSTOMER or existing in CUSTOMER's property prior to the commencement of the Work.

2.2.4 VEREGY shall comply with all applicable federal, state and municipal laws and regulations that regulate the health and safety of its workers while providing the Work,and shall take such measures as required by those laws and regulations to prevent injury and accidents to other persons on, about or adjacent to the site of the Work. It is understood and agreed, however, that VEREGY shall have no responsibility for elimination or abatement of health or safety hazards created or otherwise resulting from activities at the site of the Work carried on by persons not in a contractual relationship with VEREGY, including CUSTOMER, CUSTOMER's employees, CUSTOMER's contractors or subcontractors, CUSTOMER's tenants or CUSTOMER's visitors. CUSTOMER agrees to cause its contractors, subcontractors and tenants to comply fully with all applicable federal, state and municipal laws and regulations governing health and safety and to comply with all reasonable requests and directions of VEREGY for the elimination or abatement of any such health or safety hazards at the site of the work.

2.2.5 VEREGY shall promptly notify the CUSTOMER if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in this Agreement, and/or (2) that an unknown physical condition at the site of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the Agreement. If CUSTOMER receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the Agreement, it must put its determination in writing and an equitable adjustment to the contract price and time must be made.

2.3 Patent Indemnity

2.3.1 VEREGY shall, at its expense, defend or, at its option, settle any suit that may be instituted against CUSTOMER for alleged infringement of any United States patents related to the hardware manufactured and provided by VEREGY, provided that: 1. Such alleged infringement consists only in the use of such hardware by itself and not as part of, or in combination with, any other devices, parts or software not provided by VEREGY hereunder; 2. CUSTOMER gives VEREGY immediate notice in writing of any such suit and permits VEREGY, through counsel of its choice, to answer the charge of infringement and defend such suit; and 3. CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY's expense, to enable VEREGY to defend such suit.

2.3.2 If such a suit has occurred, or in VEREGY's opinion is likely to occur, VEREGY may, at its election and expense: obtain for CUSTOMER the right to continue using such equipment; or replace, correct or modify it so that it is not infringing; or remove such equipment and grant CUSTOMER a credit therefore, as depreciated.

2.3.3 In the case of a final award of damages in any such suit, VEREGY will pay such award. VEREGY shall not, however, be responsible for any settlement made without its written consent.

2.3.4 This article states VEREGY's total liability and CUSTOMER's sole remedy for any actual or alleged infringement of any patent by the hardware manufactured and provided by VEREGY hereunder. In no event shall VEREGY be liable for any indirect, special, or consequential damages resulting from any such actual or alleged infringement, except as set forth in this section 2.3.

2.4 Warranties and Completion

2.4.1 VEREGY warrants CUSTOMER good and clear title to all equipment and materials furnished by VEREGY to CUSTOMER pursuant to this Agreement free and clear of liens and encumbrances, except for any financing lien requirements entered into between CUSTOMER and any other third-party entity financing the Work. VEREGY hereby warrants that all such equipment and materials shall be of good quality and shall be free from defects in materials and workmanship, including installation and setup, for a period of two (2) years from the date of beneficial use or substantial completion of the equipment or portion of the Work in question, provided that no repairs, substitutions, modifications, or additions have been made, except by VEREGY or with VEREGY's written permission, and provided that after delivery such equipment or materials have not been subjected by non-VEREGY personnel to accident, abuse, neglect, misuse, modifications, improper or insufficient maintenance, improper operation or use in violation of any instructions supplied by VEREGY, in which case this warranty shall be null and void. VEREGY's sole liability hereunder shall be to repair promptly or replace defective equipment or materials, at VEREGY's option and at VEREGY's expense. The limited warranty contained in this Section 2.4.1 shall constitute the exclusive remedy of CUSTOMER and the exclusive liability of VEREGY for any breach of any warranty related to the equipment and materials furnished by VEREGY pursuant to this Agreement. VEREGY understands and agrees that certain equipment provided for herein is crucial to CUSTOMER's operations and VEREGY and CUSTOMER shall agree upon a list of such equipment that will require expedited emergency repair services, which shall include a maximum 24-hour response time for the commencement of such repairs.

2.4.2 All Subcontractor's and manufacturer's warranties shall be deemed furnished and assigned to CUSTOMER pursuant to the Contract Documents without further action by VEREGY upon Final Payment by CUSTOMER as required under the Contract Documents.

2.4.3 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND VEREGY HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY WARRANTED HEREIN. VEREGY shall not be liable for any special, indirect, incidental, or consequential damages arising from, or relating to, this limited warranty or its breach.

2.4.4 VEREGY's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by VEREGY, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

2.5 Hazardous Materials

2.5.1 **Except as expressly provided in Schedule A,** VEREGY and its subcontractors shall not be required to handle, remove, come into contact with, dispose of, or otherwise work with hazardous materials existing on the project site at the date of this Agreement or resulting, either directly or indirectly, from any acts or omissions of CUSTOMER, its employees, agents or assigns, or any of its other contractors or subcontractors. "Hazardous materials" as used herein includes all hazardous or toxic substances or materials as may be so designated by federal, state, or local governmental entities. "Hazardous materials" shall also include lead paint, fungus, and mold. If, during the performance of the Work, the presence of hazardous materials is discovered or reasonably suspected, VEREGY shall notify CUSTOMER of such discovery or suspicion and shall be permitted to immediately cease all work which requires contact with or exposure to such hazardous materials, until the CUSTOMER has made arrangements for the removal of the same. VEREGY shall be entitled to an extension of the Contract Time for ceasing work pursuant to this Section. In the event that the Parties agree that VEREGY

shall remove or remediate any Hazardous Materials discovered during the course of the Work, VEREGY shall be entitled to a Change Order increasing the Contract Price and Contract Time for said removal and/or remediation.

2.5.2 CUSTOMER shall indemnify, defend, and hold VEREGY and its respective officers, directors, employees, agents and subcontractors (collectively the "Indemnified Parties"), harmless from, against, and in respect of any and all rights, claims, demands, liabilities, obligations, orders, assessments, interest, penalties, fines, settlement payments, costs, expenses and damages, including, without limitation, reasonable legal fees and out-of-pocket expenses ("Damages") imposed upon or incurred by any Indemnified Party and that arise from claims asserted by third parties or by CUSTOMER concerning any Hazardous Materials; provided that the Damages are not the direct result of any act or omission of VEREGY or its agents.

2.5.3 Unless prior to the execution of this Agreement, VEREGY received written notification from CUSTOMER of the existence of Hazardous Materials on the site, and said notice included a description of the Hazardous Materials, and the quantity and location of the Hazardous Materials, CUSTOMER is hereby representing to VEREGY that CUSTOMER is not aware of any Hazardous Materials present at the site.

2.6 Indemnification

To the fullest extent allowed by law, VEREGY shall indemnify and hold CUSTOMER harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with or in any way results from or arises under the breach of the representations and warranties in performance of the Work. This indemnification shall survive termination of this Agreement for whatever reason.

ARTICLE 3

CUSTOMER'S RESPONSIBILITIES

3.1 CUSTOMER shall apply for a WIFA loan to cover the full costs of the Work. If the WIFA loan is not approved and issued, CUSTOMER shall have no obligation to move forward with the Work and may cancel this Agreement without penalty. If the WIFA loan is not approved, CUSTOMER, at its sole and exclusive option, may choose to move forward with the Work through other funding sources, but shall not be obligated to use other funding sources.

3.2 CUSTOMER shall provide VEREGY the requested information necessary and relevant to the evaluation, performance, and requirements for the Work. VEREGY shall be entitled to rely on the accuracy of the information furnished by CUSTOMER. The CUSTOMER shall furnish information and services required of CUSTOMER by the Contract Documents with reasonable promptness.

3.3 CUSTOMER shall designate a representative who shall be fully acquainted with the Work, and who has authority to approve changes in the scope of the Work, execute and agree to Change Orders and render decisions promptly, with the exceptions of those items that otherwise require Council approval.

3.4 CUSTOMER shall furnish to VEREGY existing surveys describing physical characteristics, all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement, the Work, and the Project.

3.5 CUSTOMER shall secure and pay for all necessary approvals, easements, assessments, permits, and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities, including charges for legal and auditing services.

3.6 If CUSTOMER becomes aware of any fault or defect in the Work, it shall give prompt written notice thereof to VEREGY and if such notice is not promptly given, CUSTOMER shall be responsible for any additional repair or remedial costs which could have been avoided if such notice had been promptly given.

3.7 The services and information required by the above paragraphs shall be furnished with reasonable promptness at CUSTOMER's expense and VEREGY shall be entitled to rely upon the accuracy and the completeness thereof.

3.8 Prior to the commencement of the Work and at such future times as VEREGY shall reasonably deem appropriate, CUSTOMER shall furnish evidence in a form satisfactory to VEREGY that sufficient funds are available and committed to pay for the Work. Unless such evidence is furnished, VEREGY is not required to commence or continue any Work. Further, if CUSTOMER does not provide such evidence, VEREGY may stop work upon fifteen (15) days' notice to CUSTOMER. The failure of VEREGY to insist upon the providing of this evidence at any one time shall not be a waiver of CUSTOMER's obligation to make payments pursuant to this Agreement, nor shall it be a waiver of VEREGY's right to request or insist that such evidence be provided at a later date.

3.9 CUSTOMER shall comply with all applicable federal, state, and municipal laws and regulations governing occupational health and safety in the areas where VEREGY will perform services and/or perform the Work.

3.10 CUSTOMER represents and warrants that, except as otherwise disclosed in this Agreement, in the areas where VEREGY will undertake Work or provide services, there are no: (a) materials or substances classified as toxic or hazardous either (i) on or within the walls, floors, ceilings or other structural components, or (ii) otherwise located in the work area, including asbestos or presumed asbestos-containing materials, formaldehyde, containers or pipelines containing petroleum products or hazardous substances, etc.; (b) situations subject to special precautions or equipment required by federal, state or local health or safety regulations; or (c) unsafe working conditions. CUSTOMER shall immediately notify VEREGY of any changes or updates that occur during the course of the Agreement. If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by VEREGY or others and provide an unsafe condition for the performance of the Work or services, the discovery of the material, situation or condition shall constitute a cause beyond VEREGY's reasonable control and VEREGY shall have the right to cease or not commence the Work until the area has been made safe by CUSTOMER or CUSTOMER's representative, at CUSTOMER's expense. When the Hazardous Material has been remediated or removed, Work in the affected area shall resume upon written agreement of CUSTOMER and VEREGY. By Change Order, the Contract Time shall be extended appropriately and the Contract Price shall be increased in the amount of the VEREGY's reasonable additional costs of shut-down, delay and start-up and for any additional work performed by VEREGY.

3.11 To the fullest extent allowed by law, CUSTOMER shall indemnify and hold VEREGY harmless from and against any and all claims and costs of whatever nature, including but not limited to, consultants' and attorneys' fees, damages for bodily injury and property damage, fines, penalties, cleanup costs and costs associated with delay or work stoppage, that in any way results from or arises under the breach of the representations and warranties in this section, the existence of mold or a Hazardous Materials at a site, performance of the Work in the affected area, or the occurrence or existence of the situations or conditions described in this section, whether or not customer provides VEREGY advance notice of the existence or occurrence and regardless of when the Hazardous Materials or occurrence is discovered or occurs. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this section shall be construed to require that CUSTOMER indemnify and hold harmless VEREGY from claims and costs resulting from the negligent use by VEREGY of any Hazardous Materials brought to the site by VEREGY (and CUSTOMER acknowledges that VEREGY may bring to the site lubricants or other materials that are routinely used in performing maintenance and that may be classified as Hazardous Materials).

3.12 In addition to the price set forth in Article 6 of this Agreement, CUSTOMER shall pay any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to the sale, transfer, use, ownership or possession of the Work provided hereunder, excluding taxes on VEREGY's net income.

ARTICLE 4

SUBCONTRACTS

4.1 At its exclusive option, VEREGY may subcontract some or all of the Work. VEREGY, as soon as practicable after execution of the Agreement, shall furnish in writing to CUSTOMER, if requested by CUSTOMER, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CUSTOMER will promptly reply to VEREGY in writing stating whether or not CUSTOMER has reasonable objection to any such proposed person or entity. Failure of CUSTOMER to reply promptly shall constitute notice of no reasonable objection. If CUSTOMER objects to the use of a subcontractor and VEREGY is required to retain another subcontractor at a price higher than the prior subcontractor, then VEREGY shall be entitled to an increase in the Contract Price for said additional costs.

4.2 A Subcontractor is a person or entity who has a direct contract with VEREGY to provide work, labor, and materials in connection with the Work. The term Subcontractor does NOT include any separate contractors employed by CUSTOMER or such separate contractors' subcontractors.

4.3 For the purposes of this Agreement, no contractual relationship shall exist between CUSTOMER and any Subcontractor. VEREGY shall be responsible for the management of its Subcontractors in their performance of their Work. Unless otherwise expressly agreed to, VEREGY shall not be responsible for the management or supervision or the performance of any work by any of CUSTOMER's employees, contractors, or subcontractors.

4.4 CUSTOMER shall not hire any of VEREGY's Subcontractors without the prior written approval of VEREGY.

ARTICLE 5

INSTALLATION AND ACCEPTANCE

5.1 The Work to be performed under this Agreement shall be commenced and substantially completed as set forth in the Installation Schedule attached hereto as Attachment B. Substantial completion shall be defined as the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CUSTOMER can occupy or utilize the Work for its intended use.

5.2 If VEREGY is delayed at any time in the progress of performing its obligations under this Agreement by any act of neglect of CUSTOMER or of any employee or agent of CUSTOMER or any contractor employed by CUSTOMER; or by changes ordered or requested by CUSTOMER in the Work performed pursuant to this Agreement; or by labor disputes, fire, unusual delay in transportation or deliveries, unavailability or limitations in the availability of materials or equipment, adverse weather conditions or other events or occurrences which could not be reasonably anticipated; or unavoidable casualties; or by any pandemic, international, national or regional health crisis or condition or any federal, state or local directive, declaration of emergency or order to suspend, shut down or suspend business in general or the Work in particular resulting from said pandemic or crisis, that impacts the provision of labor or interferes with VEREGY's or any of VEREGY's subcontractor's ability to procure materials, supplies or equipment, or that otherwise disrupts or shuts down the jobsite, either temporarily or for an extended duration ("Pandemic Delay"); or any other problem beyond VEREGY's reasonable control (an "Excusable Delay"), then the time for performance of the obligations affected by such Excusable Delay shall be extended by the period of any delay actually incurred as a result thereof. If any delay, or cumulative delays, within CUSTOMER's control, extends beyond ten (10) days, CUSTOMER shall reimburse VEREGY for all additional costs resulting therefrom. VEREGY shall be entitled to additional compensation for any added costs associated with the performance of the Work caused by any Pandemic Delay.

5.3 VEREGY shall provide Delivery and Acceptance Certificates in a form acceptable to CUSTOMER and VEREGY (the "Delivery and Acceptance Certificates") for the Work provided pursuant to the Schedule identified in Attachment F. Upon receipt of each Delivery and Acceptance Certificate, CUSTOMER shall promptly inspect the Work performed by VEREGY identified therein and execute each such Delivery and Acceptance Certificate as soon as reasonably possible, but in no event later than ten (10) days after delivery of the same by VEREGY, unless CUSTOMER provides VEREGY with a written statement identifying specific material performance deficiencies that it wishes VEREGY to correct. VEREGY will use reasonably diligent efforts to correct all such material deficiencies and will give written notice to CUSTOMER when all such items have been corrected. The Parties intend that a final Delivery and Acceptance Certificate will be executed for the Work as soon as all Work is installed and operating. Execution and delivery by CUSTOMER of such final Delivery and Acceptance Certificate with respect to the Work shall constitute "Final Acceptance" of such Work performed by VEREGY pursuant to the Installation Schedule.

ARTICLE 6

PRICE AND PAYMENT

6.1 Price

6.1.1 The price for the Work is one million one hundred thousand fifty-six and two hundred ninety-seven Dollars ($1,156,297.00), subject to the adjustments set forth in Articles 5 and 7.

6.1.2 The price is based upon laws, codes, and regulations in existence as of the date this Agreement is executed. Any changes in or to applicable laws, codes and regulations affecting the cost of the Work shall be the responsibility of CUSTOMER and shall entitle VEREGY to an equitable adjustment in the price and schedule.

6.1.3 The price will be modified for delays caused by CUSTOMER and for Changes in the Work, all pursuant to Article 7.

6.1.4 The license fees for all licensed software are included in the price to be paid by CUSTOMER as identified in this Article 6.

6.1.5 If, at any time, CUSTOMER requests overtime work which requires overtime or premium pay, VEREGY shall be entitled to add such premium or overtime pay to the Contract Price, plus VEREGY's overhead and profit.

6.1.6 The Contract Price does not include the items of work specifically excluded in Attachment A. If CUSTOMER requests VEREGY to perform any of the work expressly excluded in said Attachment, the cost for this additional work, plus VEREGY's overhead and profit, shall be added to the Contract Price.

6.2 Payment

6.2.1 Upon execution of this Agreement and the issuance of the WIFA loan, CUSTOMER shall pay or cause to be paid to VEREGY the full price for the Work, in accordance with the Payment Schedule, Attachment C. Payment shall be made net thirty (30) days of invoice date. This payment provision shall be modified if the WIFA loan requires other payment terms.

6.2.2 Payments due and unpaid shall bear interest from the date payment is due at the rate of 1% per month, compounded monthly. In the event that CUSTOMER failed to pay VEREGY any sums due, CUSTOMER shall pay VEREGY all attorney's fees incurred by VEREGY in collecting amounts owed to VEREGY under this Agreement. If a progress payment is not paid by the due date, VEREGY reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of VEREGY's costs of shutdown, delay and startup and, in such event, VEREGY will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. VEREGY reserves the right (without further notice) to terminate this Agreement altogether if work is stopped for thirty (30) or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead and profit.

ARTICLE 7

CHANGES IN THE PROJECT

7.1 A Change Order is a written order signed by CUSTOMER and VEREGY authorizing a change in the Work or adjustment in the price, or a change to the Installation Schedule described in Attachment B. Each Change Order shall describe the change in the work, the amount of adjustment, if any, to the Contract Price, and the extent of any adjustment to the completion date.

7.2 CUSTOMER may request VEREGY to submit proposals for changes in the Work. Unless otherwise specifically agreed to in writing by both Parties, if VEREGY submits a proposal pursuant to such request but CUSTOMER chooses not to proceed, CUSTOMER shall issue a Change Order to reimburse VEREGY for any and all costs incurred in preparing the proposal.

7.3 Claims for Concealed or Unknown Conditions

The Contract Price has been based on normal site conditions, without allowance for any additional work that might be caused by uncontemplated site conditions. VEREGY has not done any inspection of subsurface conditions or existing conditions other than what may be visually available. If conditions are encountered at the site that are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2)

unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions, and, if appropriate, an equitable adjustment to the Contract Price and Installation Schedule shall be made by a Change Order. Said adjustment in Contract Price shall include VEREGY's overhead and profit. If agreement cannot be reached by the Parties, the party seeking an adjustment in the Price or Installation Schedule may assert a claim in accordance with Paragraph 7.4.

7.4 If VEREGY wishes to make a claim for an increase in the Contract Price or an extension in the Installation Schedule it shall give CUSTOMER written notice thereof within a reasonable time after the occurrence of the event giving rise to such claim. This notice shall be given by VEREGY before proceeding to execute the Work, except in an emergency endangering life or property, in which case VEREGY shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Claims arising from delay shall be made within a reasonable time after the delay. Increases based upon design and estimating costs with respect to possible changes requested by CUSTOMER shall be made within a reasonable time after the decision is made not to proceed with the change. No such claim shall be valid unless so made. If CUSTOMER and VEREGY cannot agree on the amount of the adjustment in the Price, or the Installation Schedule, it shall be determined pursuant to the provisions of Article 12. Any change in the Price or the Installation Schedule resulting from such claim shall be authorized by Change Order.

7.5 Emergencies

In any emergency affecting the safety of persons or property, VEREGY shall act, at its discretion, to prevent threatened damage, injury, or loss. Any increase in the Price or extension of time claimed by VEREGY on account of emergency work shall be determined as provided in Section 7.4.

7.6 Minor Changes

VEREGY shall, without CUSTOMER's approval, have the authority to make minor changes in the Work so long as they do not result in a material alteration or modification or cause an adjustment to the Contract Price or an extension of the Contract Time.

ARTICLE 8

INSURANCE, INDEMNITY, WAIVER OF SUBROGATION, LIMITATION OF LIABILITY, AND BONDS

8.1 Indemnity

8.1.1 VEREGY agrees to indemnify and hold CUSTOMER, and CUSTOMER's consultants, agents and employees harmless from all claims for bodily injury and property damages [other than the Work itself and other property insured under Paragraph 8.4] to the extent such claims result from or arise under VEREGY's negligent actions or willful misconduct in its performance of the Work, nothing in this article shall be construed or understood to alter the limitations of liability contained in this article, article 2, or the indemnification contained in section 3.10. Except as otherwise provided herein, VEREGY's obligation, if any, to indemnify the CUSTOMER does not extend to losses sustained in whole or in part as a result of the CUSTOMER's (or its agent's) acts or omissions.

8.1.2 CUSTOMER shall indemnify and hold harmless VEREGY and VEREGY's consultants, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any act or omission of CUSTOMER or CUSTOMER's contractors, consultants, agents or employees.

8.1.3 CUSTOMER shall require any other contractor who may have a contract on this project with CUSTOMER to perform work in the areas where Work will be performed under this Agreement to agree to indemnify CUSTOMER and VEREGY and hold them harmless from all claims for bodily injury and property damage [other than property insured under Paragraph 8.4] that may arise from that contractor's operations. Such provisions shall be in a form satisfactory to VEREGY.

8.2 Contractor's Liability Insurance

8.2.1 VEREGY shall purchase and maintain such insurance as will protect it from claims that may arise out of or result from VEREGY's operations under this Agreement. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation Insurance and Professional Liability Insurance, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of the Contract, CUSTOMER, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Contract and shall be endorsed to be primary insurance as respects performance of this Contract. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against CUSTOMER, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Work. VEREGY shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8.2.2 The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, and blanket contractual liability on all written contracts, all including broad form property damage coverage.

8.2.3 VEREGY's Commercial General and Automobile Liability Insurance, as required by Subparagraphs 8.2.1 and 8.2.2, shall be written for not less than limits of liability as follows:

(a) **Commercial General Liability**
Combined Single Limit
$ 1,000,000 Each Occurrence

$ 2,000,000 Product & Completed Operations
Aggregate

$ 2,000,000 General Aggregate
Other Than Products & Completed Operations

(b) **Commercial Automobile Liability** Combined Single Limit
$ 1,000,000 Each Occurrence

If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of the Work, an MCS 90 endorsement is required providing $5,000,000 per occurrence limits of liability for bodily injury and property damage.

8.2.4 VEREGY shall maintain at all times during the performance of the Work and Services hereunder, Workman's Compensation Insurance in accordance with the laws of the State in which the Work is performed.

8.2.5 Builder's "All Risk. VEREGY shall maintain Builder's "All Risk" Insurance in an amount not less than one hundred percent (100%) of the contract price. Such policy shall include coverage for fire, lightening, vandalism, malicious mischief, riot, civil commotion, smoke, sprinkler leakage, water damage, windstorm, hail, earthquake, landslide, flood and collapse or loss due to the results of faulty workmanship until Final Acceptance of the Work by CUSTOMER. On pipeline and similar projects where fire hazard is negligible or nonexistent, CUSTOMER may waive the requirement for fire insurance and/or accept an installation waiver.

8.3. CUSTOMER's Liability Insurance

8.3.1 CUSTOMER shall be responsible for purchasing and maintaining its own liability insurance and, at its option, may purchase and maintain such insurance as will protect it against claims that may arise from operations under this Agreement.

8.4 Insurance to Protect Project

8.4.1 If CUSTOMER finds it necessary to occupy or use a portion or portions of the Facilities prior to Substantial Completion thereof, such occupancy shall not commence prior to a time mutually agreed to by CUSTOMER and VEREGY and to which the insurance company or companies providing the property insurance have consented by endorsement to the

policy or policies. This insurance shall not be canceled or lapsed on account of such partial occupancy. Consent of VEREGY and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

8.4.2 VEREGY shall purchase and maintain such insurance as will protect CUSTOMER and VEREGY against loss of use of CUSTOMER's property due to those perils insured pursuant to Subparagraph 8.4.1. Such policy will provide coverage for expenses of expediting materials, continuing overhead of CUSTOMER and VEREGY, necessary labor expense including overtime, loss of income by CUSTOMER and other determined exposures. Exposures of CUSTOMER and VEREGY shall be determined by mutual agreement and separate limits of coverage fixed for each item.

8.4.3 CUSTOMER shall provide Certificate(s) of Insurance to VEREGY before work on the Project begins. All insurance coverage(s) must be with a carrier rated A or better by one of the National Insurance Rating Agencies such as A.M. Best. VEREGY will be given sixty (60) days' notice of cancellation, non-renewal, or any endorsements restricting or reducing coverage.

8.5 Property Insurance Loss Adjustment

8.5.1 Any insured loss shall be adjusted with CUSTOMER and VEREGY and made payable to CUSTOMER and VEREGY as trustees for the insureds, as their interests may appear, subject to any applicable mortgagee clause.

8.5.2 Upon the occurrence of an insured loss, monies received will be deposited in a separate account and the trustees shall make distribution in accordance with the agreement of the Parties in interest, or in the absence of such agreement, in accordance with an arbitration award pursuant to Article 12. If the trustees are unable to agree between themselves on the settlement of the loss, such dispute shall also be submitted to arbitration pursuant to Article 12.

8.6 Waiver of Subrogation

8.6.1 VEREGY waives all rights against each other, Architects and Engineers, Subcontractors and Sub-subcontractors for damages caused by perils covered by insurance provided under Paragraph 8.4, except such rights as they may have to the proceeds of such insurance held by CUSTOMER and VEREGY as trustees. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.2 CUSTOMER and VEREGY waive all rights against each other, Architects and Engineers, Subcontractor and Sub-subcontractors for loss or damage to any equipment used in connection with the Project, which loss is covered by any property insurance. VEREGY may require similar waivers from all Subcontractors and Sub-subcontractors.

8.6.3 CUSTOMER waives subrogation against VEREGY, Subcontractors and Sub-subcontractors on all property and consequential loss policies carried by CUSTOMER on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

8.6.4 If the policies of insurance referred to in this Paragraph 8.6 require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

8.7 Limitation of Liability

8.7.1 In no event shall VEREGY be liable for any special, incidental, indirect, speculative, remote, or consequential damages arising from, relating to, or connected with the work, equipment, materials, or any goods or services provided hereunder. The CUSTOMER waives claims against VEREGY for consequential damages arising out of or relating to this Agreement. This waiver includes damages incurred by CUSTOMER for rental expenses, for losses of use, income, profit, production, rebates, incentives, grants, credits, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons.

8.8. Payment and Performance Bonds

8.8.1 VEREGY shall furnish Performance and Payment Bonds, each in an amount equal to one hundred percent (100%) of the Work required by the Contract, not including design services, preconstruction services, finance services, maintenance services, operations services or other related services included in the Contract. The Bonds shall be conditioned on the faithful performance of such Work. The Performance and Payment Bonds shall be submitted to CUSTOMER ten (10)

calendar days prior to commencement of the Work. A Notice to Proceed will not be issued until properly executed bonds are received and accepted by CUSTOMER.

ARTICLE 9

TERMINATION OF THE AGREEMENT

9.1 If VEREGY defaults in or fails or neglects to carry forward the Work in accordance with this Agreement, CUSTOMER may provide notice in writing of its intention to terminate this Agreement to VEREGY. If VEREGY, following receipt of such written notice, neglects to cure or correct the identified deficiencies within ten (10) days, CUSTOMER may provide a second written notice. If VEREGY has not, within ten (10) days after receipt of such second notice, remedied and made good such deficiencies, CUSTOMER may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expediently. If the unpaid balance of the contract sum exceeds the expense of finishing the Work, the excess shall be paid to VEREGY, but if the expense exceeds the unpaid balance, VEREGY shall pay the difference to CUSTOMER.

9.2 If CUSTOMER fails to make payments as they become due, or otherwise defaults or breaches its obligations under this Agreement, VEREGY may give written notice to CUSTOMER of VEREGY's intention to terminate this Agreement. If, within fifteen (15) days following receipt of such notice, CUSTOMER fails to make the payments then due, or otherwise fails to cure or perform its obligations, VEREGY may, by written notice to CUSTOMER, terminate this Agreement and recover from CUSTOMER payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

ARTICLE 10

ASSIGNMENT

10.1 Neither party to the Agreement shall assign this Agreement or sublet it as a whole without the written consent of the other party. Such consent shall not be reasonably withheld, except that VEREGY may assign to another party the right to receive payments due under this Agreement. VEREGY may enter into subcontracts for the Work without obtaining CUSTOMER's consent.

ARTICLE 11

MISCELLANEOUS PROVISIONS

11.1 The Table of Contents and headings in this Agreement are for information and convenience only and do not modify the obligations of this Agreement.

11.2 Confidentiality. As used herein, the term "CONFIDENTIAL INFORMATION" shall mean any information in readable form or in machine readable form, including software supplied to CUSTOMER by VEREGY that has been identified or labeled as "Confidential" and/or "Proprietary" or with words of similar import. CONFIDENTIAL INFORMATION shall also mean any information that is disclosed orally and is designated as "Confidential" and/or "Proprietary" or with words of similar import at the time of disclosure and is reduced to writing, marked as "Confidential" and/or "Proprietary" or with words of similar import, and supplied to the receiving party within ten (10) days of disclosure. VEREGY understands and is aware that CUSTOMER is an Arizona government agency and is therefore governed under the public records laws of the State of Arizona, which shall apply to all information and documents provided to CUSTOMER.

All rights in and to CONFIDENTIAL INFORMATION and to any proprietary and/or novel features contained in CONFIDENTIAL INFORMATION disclosed are reserved by the disclosing party; and the party receiving such disclosure will not use the CONFIDENTIAL INFORMATION for any purpose except in the performance of this Agreement and will not disclose any of the CONFIDENTIAL INFORMATION to benefit itself or to damage the disclosing party. This prohibition includes any business information (strategic plans, etc.) that may become known to either party.

Each party shall, upon request of the other party or upon completion or earlier termination of this Agreement, return the other party's CONFIDENTIAL INFORMATION and all copies thereof.

Notwithstanding the foregoing provisions, neither party shall be liable for any disclosure or use of information disclosed or communicated by the other party if the information:

(a) is publicly available at the time of disclosure or later becomes publicly available other than through breach of this Agreement; or
(b) is known to the receiving party at the time of disclosure; or
(c) is subsequently rightfully obtained from a third party on an unrestricted basis; or
(d) is approved for release in writing by an authorized representative of the disclosing party.
(e) is required to be produced under Arizona public records law and/or a court order.

The obligation of this Article shall survive any expiration, cancellation, or termination of this Agreement.

11.3 If any provision is held illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall be construed and interpreted to achieve the purposes of the Parties.

11.4 Risk of loss for all equipment and materials provided by VEREGY hereunder shall transfer to CUSTOMER and title shall pass upon final acceptance or final payment by CUSTOMER to VEREGY, whichever occurs later.

11.5 Final notice or other communications required or permitted hereunder shall be sufficiently given if personally delivered to the person specified below, or if sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

To VEREGY:
VEREGY
3312 E. Broadway Rd.
Phoenix, Az. 85040
Attention: Mr. Clayton Boop, Vice President

To CUSTOMER:
Town of Quartzsite
P.O. Box 2812
Quartzsite, Arizona 85346.
Attention: Town Manager

11.6 Waiver. VEREGY's failure to insist upon the performance or fulfillment of any of CUSTOMER's obligations under this Agreement shall not be deemed or construed as a waiver or relinquishment of the future performance of any such right or obligation hereunder.

11.7 If any provision of this Agreement or the application thereof to any circumstances shall be held to be invalid or unenforceable, then the remaining provisions of this Agreement or the application thereof to other circumstances shall not be affected hereby and shall be valid and enforceable to the fullest extent permitted by law.

11.8 Performance/Payment Bond. As provided for in Paragraph 8.8, VEREGY shall furnish a performance bond and payment bond covering the construction of the work in an amount equal to the contract price prior to commencement of work in a form acceptable to CUSTOMER.

11.9 These bonds cover only the performance and payment associated with the performance of the construction portion of the work. The energy savings, energy production, rebates, grants, incentives, additional savings, guaranteed savings, savings shortfalls are not under any circumstances covered under this bond or an obligation that the surety is responsible for.

11.10 Ambiguities. The Parties have each had the opportunity to review and negotiate the terms of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

11.11 Headings. The section headings contained herein are intended for convenience and reference only and are not a part of this Agreement.

11.12 Authority to Enter into this Contract. The persons signing the Agreement on behalf of the Parties are authorized to execute and accept contracts of this nature.

11.13 CUSTOMER Representations. To the extent applicable, the CUSTOMER warrants that it has the necessary power and authority to enter into this Agreement and this Agreement has been duly authorized by its duly elected representatives. This Agreement is a legal, valid, and binding obligation of the CUSTOMER.

11.14 Conflict of Interest. This Agreement is subject to the conflicts of interest provisions of A.R.S. § 38-511, which are incorporated herein by reference.

11.15 Boycott of Israel. VEREGY hereby verifies that it is not currently engaged in and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel as provided for under A.R.S. § 35-393.01.

11.16 Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, by entering into this Agreement, VEREGY certifies and agrees VEREGY does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

11.17 Energy Credits. CUSTOMER shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). VEREGY is not responsible for compliance, certification, reporting, or other requirements associated with the sale, ownership, rights, or certifications for these energy credits, but VEREGY will provide advice and consultation to the CUSTOMER as requested. On behalf of the CUSTOMER, VEREGY shall use commercially reasonable efforts to assist CUSTOMER in the preparation and submission to the applicable agencies all applications and documentation necessary for all available energy production incentives, grants or rebates, including but not limited to any of the foregoing described in Attachment E ("Incentive Funds"). This shall include commercially reasonable efforts assisting the CUSTOMER with compliance with the Utility's net metering program and all interconnection agreements and related documents for the CUSTOMER's participation and utilization of the benefits of that program.

ARTICLE 12
ALLOCATION OF SECTION 179D DEDUCTION TO DESIGNER

14.1 CUSTOMER acknowledges and represents that the project site where VEREGY's Work is to be performed and all building and improvements located on the same are "government-owned buildings" as CUSTOMER is a political subdivision and CUSTOMER owns said property, building and other improvements where the Work is to be performed. CUSTOMER hereby allocates to VEREGY any and all Section 179D deductions for the Work. CUSTOMER further acknowledges that VEREGY is the entity that has created and is primarily responsible for the technical specifications for installation of energy efficient work at CUSTOMER's commercial building property, as described herein. CUSTOMER agrees to complete and execute the "Form for Allocation of Section 179D Deduction", which is attached hereto as Schedule G and incorporated herein by reference. CUSTOMER also agrees to participate in any analysis, inspection and/or certification required by statute or otherwise deemed necessary by VEREGY to ensure that VEREGY receives the Section 179D deduction.

ARTICLE 13
SUBSEQUENT PHASES OF WORK

15.1 Additions and modifications to this Agreement may be made upon the mutual agreement of both Parties in writing. The Parties contemplate that such modifications may include but are not limited to the installation of additional improvement measures, energy conservation measures, facility improvement measures and operational efficiency improvements or furnishing of additional services within the identified facilities, as well as other facilities owned and operated by the Customer.

If the Work is divided into phases or individual projects for which individual prices have been negotiated, then separate Commencement Dates shall apply to each phase or individual project. These projects, modifications, and modifications to the original scope of Work or Services and may be included as addendums to the Master Agreement.

[Signatures on following page]

APPROVALS:

The Parties hereby execute this Agreement as of the date first set forth herein by the signatures of their duly authorized representatives:

VEREGY DER & ELECTRICAL, LLC.

By _____

Name _____

Title _____

Date _____

TOWN OF QUARTZSITE

By _____

Name _____

Title _____

Date _____

ATTEST:

Flora Romero, Town Clerk

APPROVED AS TO FORM:

Joseph D. Estes, Town Attorney
Pierce Coleman, PLLC

ATTACHMENT A

SCOPE OF WORK

The Scope of Work consists of two ECMs, as briefly described below -

ECM No. 1 – Upgrade Streetlights to LED
ECM No. 2 – Install Solar PV at Well No. 3 and Change Rate Schedule

Important Note: Veregy shall have the right to be able to substitute a particular product or material defined in this scope of work with an equivalent product or material, if necessary.

The detailed Scope of Work for each ECM is –

ECM No. 1 – Upgrade Streetlights to LED

Inclusions:

- Remove (63) existing HPS cobra head luminaires as shown in Table ECM1-1
- Install (63) LED cobra head luminaires to be provided by APS as shown in Table ECM1-1
- Proper disposal and recycling of removed luminaires and HPS lamps.
- Tow behind traffic arrow board for safety.

Exclusions

- Veregy will not be held responsible to provide material. Material to be provided by the utility – APS.
- Modifications to any poles or electrical infrastructure pertaining to the same.
- Veregy shall not be responsible for performing any work in any areas not included on the room-by-room portion of the Proposal or areas labeled as "no audit", "done", "don't do", "DND", "no action" or any other similar verbiage.
- Veregy shall not be responsible for providing shop, engineering, architectural or CAD drawings to Customer. As-Built documentation will be provided as an Excel file referencing the existing cross streets of luminaires installation.
- Veregy shall have no liability whatsoever with respect to any pre-existing hazardous materials or hazardous conditions. If conditions are encountered which are (i) subsurface or otherwise concealed physical conditions which differ materially from those indicated or (ii) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in the required work and services to be provided.
- The proposal does not include permits, permitting fees, traffic control, flaggers or off duty officers.
- Any fuses, fuse holders, and thermal protection devices located outside of current luminaires.

ECM No. 2 – Install Solar PV at Well No. 3 and Change Rate Schedule

Install 201.78 kW-dc of ground mount solar PV with configuration shown in Figure ECM2-1. Please note that the single line diagram is preliminary and subject to change based on the permitted design. After solar PV is installed, change APS rate schedule from E-32 Medium General Service to E-221 Pumping.

Site	Address	Utility	Current Rate	New Rate	Solar System Size (kW DC)
Town of Quartzsite Well #3	**200 Kofa Ave, Quartzsite, AZ 85346**	**APS**	**E-32M**	**E-221**	**201.78**
Total					201.78

Inclusions:

- Execute due diligence activities such as site survey, geotechnical study, CAD-based utility locating, title reports.
- Utilize engineering and obtain necessary approvals and permit from the utility and local AHJ.

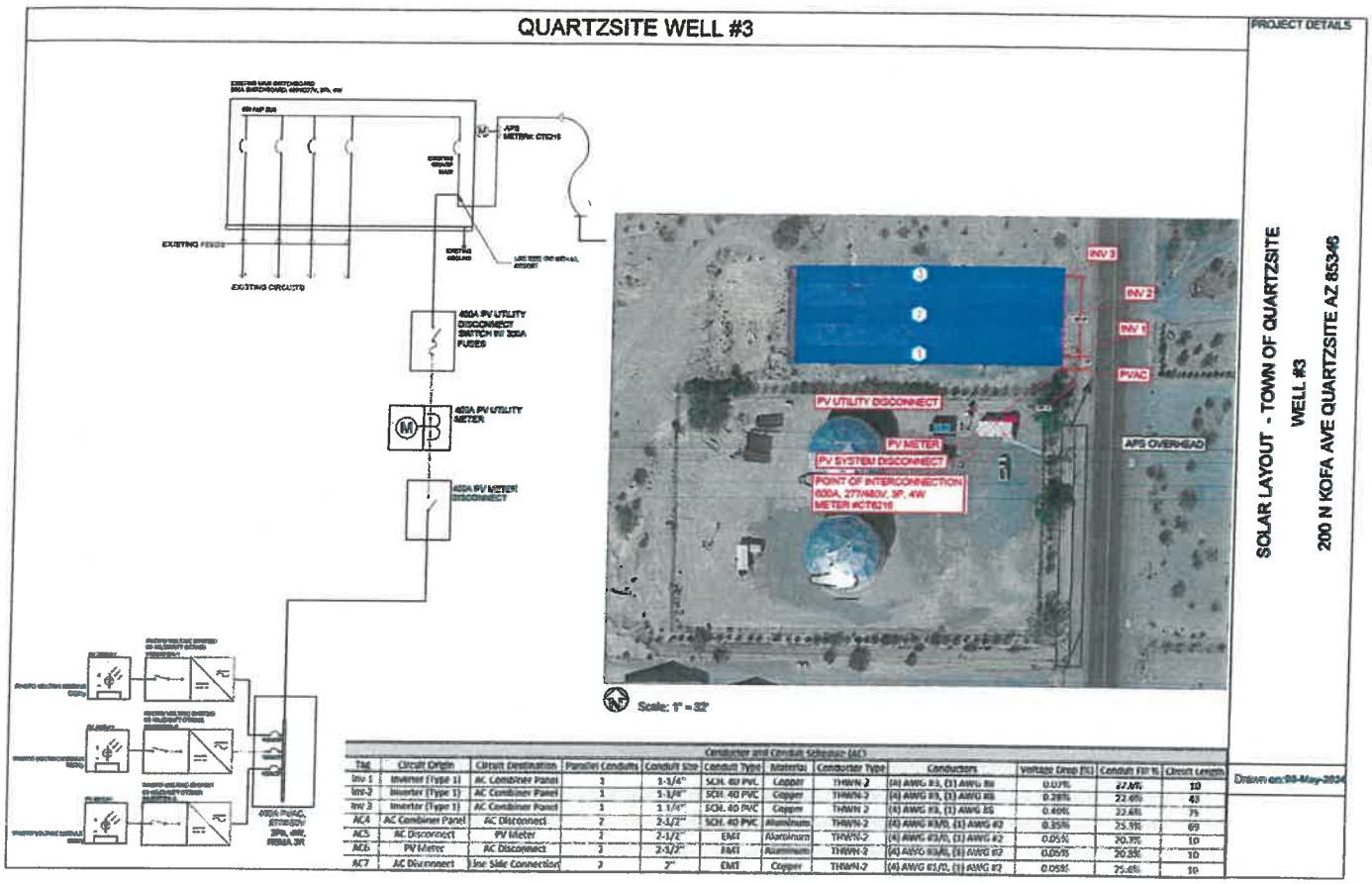
- Procure and install PV equipment including modules, inverters, monitoring system, electrical equipment, racking, and foundations.
- Install all the AC equipment as shown on preliminary single line diagram including utility and service disconnects, meter sockets, PVAC panels and point of interconnection equipment. Utility meter to be furnished and installed by local electrical utility.
- Project management and a site supervision for the duration of construction.
- Furnish and install required AC conduit, cabling, terminations, and testing such as third party hi-pot testing and special inspections as required by local AHJ.
- Furnish and install all DC wiring and stringing.
- Furnish and install conduit, cabling, terminations, and testing.
- Grounding and labeling of equipment and conduits as per NEC and AHJ requirements.
- Verify UL Certification on switchgear after interconnection, obtain re-certification if necessary.
- Private locating and blue stake services for underground work. Include pot holing as necessary for boring work.
- Sawcut, removal and off-site haul away of concrete and asphalt as necessary for this scope of work.
- Replacement of asphalt, concrete sidewalks or other concrete work as required.
- Housekeeping pad.
- In absence of a Geotech report, list assumptions for underground soils condition based on local knowledge and any potential issues that may arise.
- Sawcut and removal of asphalt or concrete as pertaining to this scope of work.
- Storage and rental equipment as necessary for this scope of work.
- Toilets, dumpsters, temp fencing around ground mount.
- Trimming or removal of trees that have been determined to affect the solar production by casting shadows.
- Prevailing wages
- Permanent fencing around parcel property attached to existing fence as shown in Figure ECM 2-2 Fencing Layout.
- Existing fencing will be used as much as possible. Please refer to the figure for further details on fencing.

Component Specifications:

- PV Modules: Jinko 590W JKM590N-72HL4-BDV or equivalent
- String Inverters: CPS SCA25-36-50-60KTL-DO/US-480 or equivalent.

Exclusions:

- All hard dig/drilling (Drilling into water or sand is considered hard dig).
- Any unforeseen site conditions including underground utilities not marked or located by private locate/blue stake.
- Painting of caissons.
- Landscape or irrigation restoration.
- Trimming or tree removal after initial installation. Veregy is not responsible for any decrease in solar production due to trees or any other obstruction casting shadows.



Tag	Circuit Origin	Circuit Destination	Parallel Conduits	Conduit Size	Conduit Type	Material	Conductor Type	Conductors	Voltage Drop (%)	Conduit Fill %	Circuit Length
Inv 1	Inverter (Type 1)	AC Combiner Panel	1	1-1/4"	SCH. 40 PVC	Copper	THWN-2	(4) AWG #3, (1) AWG #8	0.07%	27.6%	10
Inv 2	Inverter (Type 1)	AC Combiner Panel	1	1-1/4"	SCH. 40 PVC	Copper	THWN-2	(4) AWG #3, (1) AWG #8	0.28%	22.6%	40
Inv 3	Inverter (Type 1)	AC Combiner Panel	1	1-1/4"	SCH. 40 PVC	Copper	THWN-2	(4) AWG #3, (1) AWG #8	0.40%	22.6%	75
AC4	AC Combiner Panel	AC Disconnect	2	2-1/2"	SCH. 40 PVC	Aluminum	THWN-2	(4) AWG #3/0, (1) AWG #2	0.35%	25.9%	69
AC5	AC Disconnect	PV Meter	1	2-1/2"	EMT	Aluminum	THWN-2	(4) AWG #3/0, (1) AWG #2	0.05%	20.9%	10
AC6	PV Meter	AC Disconnect	2	2-1/2"	EMT	Aluminum	THWN-2	(4) AWG #3/0, (1) AWG #2	0.05%	20.9%	10
AC7	AC Disconnect	Line Side Connection	2	2"	EMT	Copper	THWN-2	(4) AWG #1/0, (1) AWG #2	0.05%	25.6%	10

Drawn on: 08-May-2024

Figure ECM2-1 – PV Solar Configuration and Preliminary Single Line Diagrams

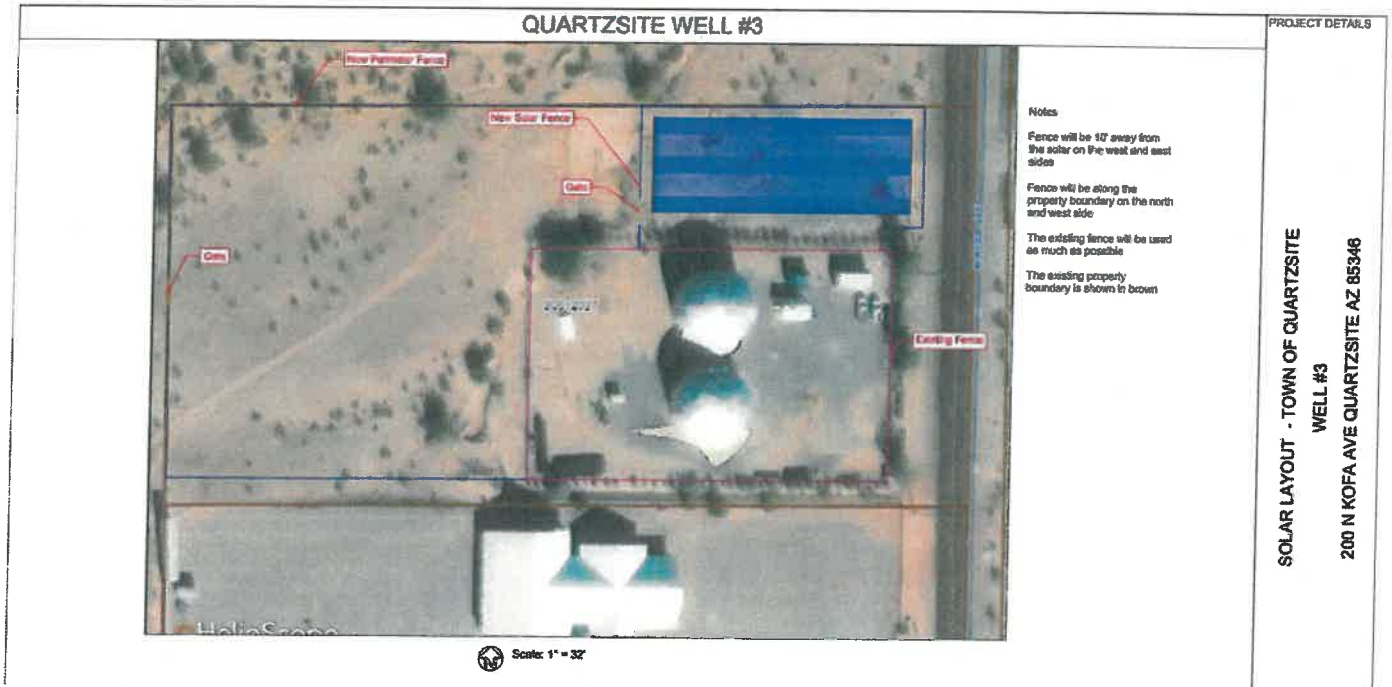


Figure ECM 2-2 Fencing Layout (Brown – Existing Property Boundary, Pink – Existing fence (to remain), Blue – New fence, Yellow – Gates)

Line	POLE	ADDRESS	EQUIPMENT	New Fixture
1	S2752089	1 L/E/O OLINGER N/S/O CHANDLER	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
2	S262654	1/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
3	S319176	10/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
4	S631480	11/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
5	S319171	14/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
6	S319169	16/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
7	S631485	16/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
8	S631487	18/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
9	S2752082	185 N CENTRAL BLVD	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
10	S631489	19/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
11	S631491	21/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
12	S350840	22/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
13	S650588	24/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
14	S350838	25/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
15	S631472	3/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
16	S631474	5/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
17	S2755130	554 W TYSON ST	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
18	S631477	7/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
19	S319178	8/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
20	S319182	8/P/W HW 95 N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
21	S350868	9/P/W MOON MOUNTAIN N/S MAIN ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
22	S2755242	CAMEL AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
23	S2752088	CHASE AND CHANDLER	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
24	S2755244	CHEROKEE AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
25	S262661	COWELL AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
26	S2755236	ELSIE AND KOFA AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
27	S2752081	EMILIA AND COWELL AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
28	S2752079	EMILIA AND QUAIL TRAIL	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
29	S262690	KENOYER AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
30	S2755142	KOFA AND COWELL AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
31	S2755135	KOFA AND QUAIL TRAIL	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
32	S2752085	LIZARD AND ROADRUNNER	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
33	S1676937	MAYFLOWER AND PLYMOUTH AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
34	S2755258	MOCKINGBIRD AND PLYMOUTH AVE	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
35	S319184	N/E/C MAIN ST & JOHNSON AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
36	S319163	N/E/C MAIN ST & MOON MOUNTAIN AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
37	S319191	N/E/C MAIN ST & PALO VERDE AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
38	S319186	N/W/C MAIN ST & MESQUITE AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
39	S262279-40	N/W/C PLYMOUTH AV & B-10 (MAIN)	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
40	S2755247	NO NAME ST AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
41	S2755259	NW/C/O SUNSET LN & PLYMOUTH AVE	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
42	S407897	PLYMOUTH AVE AND QUAIL TRAIL	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
43	S2755241	PYRAMID AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
44	S2755137	QUAIL TRAIL AND MOON MTN	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
45	S665348	QUAIL TRAIL EAST OF PLYMOUTH	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
46	S665345	QUAIL TRAIL EAST PLYMOUTH	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
47	S665345	QUAIL TRAIL EAST PLYMOUTH	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
48	S717670	QUAIL TRAIL EAST PLYMOUTN	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
49	S717670	QUAIL TRAIL EAST PLYMOUTN	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
50	S262252	RIGGLES AT EXIT 19 NORTH SIDE	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
51	S262771	RIGGLES AT EXIT 19 NORTH SIDE	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
52	S2752084	ROADRUNNER AND MOCKINGBIRD	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
53	S2752090	SE/C/O SENTER ST & CHASE AVE	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
54	S362764	SMITH AVE AND MOCKINGBIRD	16000 HPS COBRA/ROADWAY - 150w HPS	GE ERL1011C530ADKBZGLV1108 (DIALED TO 7)
55	S2755262	SMITH AVE AND SUNRISE	50000 HPS COBRA/ROADWAY - 400w HPS	GE ERL2021C530AGRAYGLR113
56	S262696	SUBSTATION AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
57	S262676	SUNRISE AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
58	S2755248	SUNSET AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
59	S262703	TYSON AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
60	S2755150	W COWELL AND MOON MTN	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
61	S2755251	W MAIN AND HWY 95	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
62	S2755237	W MAIN AND KOFA AVE	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108
63	S2755246	W/S/O CHANDLER BLVD AT CHANDLER ST	30000 HPS COBRA/ROADWAY - 250w HPS	GE ERL1011C530ADKBZGLV1108

Table ECM1-1 – List of Streetlights to Upgrade to LED

ATTACHMENT B

INSTALLATION SCHEDULE

All work is anticipated to be completed within eleven (11) months after Contract award.

ATTACHMENT C

PAYMENT SCHEDULE

1. The following is the payment schedule for the project.

Construction of the Project
The project shall be invoiced on a monthly basis for the work completed and equipment ordered for the project. These progress invoices shall be submitted on the last day of each month. All invoices shall be billed as net thirty (30) days.

A mobilization fee will be due upon contract execution for 10% of the contract price.

ATTACHMENT D

ENERGY GUARANTEE

---

1. DEFINITIONS

When used in this Agreement, the following capitalized words shall have the meanings ascribed to them below:

"Avoided Energy Costs" are the avoided costs calculated by multiplying the Energy Savings by the Energy Rates as established in Attachment E. These rates are established based on current billing and/or rate schedules as applicable. Future rates may vary from the rates identified in Attachment E. Avoided Energy Cost may also include, but are not limited to, Savings from power factor correction, taxes, ratchet charges, rate changes and other utility tariff charges that are reduced as a result of the VEREGY involvement.

"Avoided Operational Costs" is defined as the reduction in Operational Costs achieved as a result of the implementation of the Retrofit. These savings are as agreed to between VEREGY and CUSTOMER, and as such are not verified. Avoided Operational Costs, if any, are shown in Attachment E.

"Avoided Related Capital Expenditure Costs" is defined as planned or budgeted expenses for the replacement of systems or equipment that would have occurred had the Work not been performed and are agreed to between VEREGY and CUSTOMER. These savings are as agreed to between VEREGY and CUSTOMER, and as such are not verified. Avoided Related Capital Expenditure Costs, if any, are shown in Attachment E.

"Baseline Period" is the defined period of time chosen to represent the Facilities' operations and energy use prior to the implementation of the Energy Conservation Measures.

"Baseline Period Energy Use or Demand" is the energy consumption or demand by a piece of equipment or a site occurring during the Baseline Period without adjustments. Baseline physical conditions, such as equipment counts, nameplate date, and control strategies, will typically be determined through surveys, inspections, and/or metering at the site.

"Commissioning Period" refers to the period between Final Completion and Final Retrofit Acceptance as defined herein. This period will be used to "fine tune" and adjust each system to perform the energy and operational savings as designated in Attachment E. This period is a minimum of 12 months unless specifically agreed upon otherwise in this Agreement. This period can be extended beyond 12 months at the mutual Agreement of VEREGY and CUSTOMER.

"Energy Use and Operational Cost Avoidance Guarantee Practices" are those practices identified in Attachment E, intended to achieve Energy Savings, resulting Avoided Energy Costs, and/or Avoided Operational Costs.

"Energy Costs" may include the cost of electricity and fuels to operate HVAC equipment, Facility mechanical and lighting systems, and energy management systems, and the cost of water and sewer usage, as applicable.

"Energy Conservation Measure (ECM)" is the installation of equipment or systems, or modification of equipment or systems as described in Attachment A.

"Energy Rates" are Energy Costs per unit of energy.

"Energy Savings" is the reduction in energy use or demand as relative to the energy use or demand identified during the Baseline Period. This equates to (Baseline Period Energy) – (Reporting Period Energy) ± Adjustments. This also includes energy production from systems such as photovoltaic systems, wind turbines, etc.

"Facilities" shall mean those buildings where the energy use and operational cost savings will be realized.

"F.E.M.P." shall mean the Federal Energy Management Program of the U.S. Department of Energy and its Measurement and Verification Guidelines for Federal Energy Projects (November 2015, or later versions). The F.E.M.P. guidelines classify measurement and verification approaches as Option A, Option B, Option C, and Option D. The F.E.M.P. guidelines are based on the International Performance Measurement and Verification Protocol (I.P.M.V.P.) and were written to be fully consistent

with it. It is intended to be used by Federal procurement teams consisting of contracting and technical specialists. The focus of F.E.M.P. guidelines is on choosing the M&V option and method most appropriate for specific projects.

"Financing Document" refers to that document executed between CUSTOMER and a third-party financing entity providing for payments from CUSTOMER third-party financing entity.

"Final Project Acceptance" refers to CUSTOMER acceptance of the installation of the ECMs as described in Attachment A.

"First Guarantee Year" is defined as the period beginning on the first (1st) day of the month following the date of Final Acceptance of the Work installed and ending on the day prior to the first (1st) anniversary thereof.

"Guarantee Period" is defined as the period beginning on the first (1st) day of the First Guarantee Year and ending on the last day of the final Guarantee Year.

"Guarantee Year" is defined as the First Guarantee Year and each of the successive twelve (12) month periods commencing on the anniversary of the commencement of the First Guarantee Year throughout the Term of this Agreement.

"Guaranteed Savings" is defined as the amount of Energy Savings, resulting Avoided Energy Costs as determined using the rates as identified in Attachment E, Avoided Operational Costs, and Avoided Future Costs necessary to pay for the cost of the Work incurred by CUSTOMER in each Guarantee Year (as identified in Section 3.1 hereof).

"I.P.M.V.P." International Performance Measurement and Verification Protocol (2022 or later version) provides an overview of current best practice techniques available for measurement and verification of performance Agreements. This document is the basis for the F.E.M.P. protocol and is fully consistent with it. The techniques are classified as Option A, Option B, Option C, and Option D.

"Measurement and Verification Plan" (M&V Plan) is defined as the plan providing details on how the Guaranteed Energy Savings will be verified.

"Operational Costs" shall include the cost of operating and maintaining the Facilities, such as, but not limited to, the cost of inside and outside labor to repair and maintain the ECMs, the cost of custodial supplies, the cost of replacement parts, the cost of deferred maintenance, the cost of lamp and ballast disposal, and the cost of new capital equipment.

"Option A" Retrofit Isolation with Key Parameter(s) Measurement is a verification approach used for ECMs in which energy use or demand of the equipment can be isolated from that of the remainder of the Facility. Key parameters impacting the Energy Savings are measured pre- and post-installation, while some parameters may be estimated. This is the most cost effective method for verification of savings. Option A involves:

- Identifying key parameters to be measured; and
- Parameters that are not impacted by the ECM have been determined and;
- Operational Verification, which includes confirming:
    - The equipment and/or systems that were to be installed under this Agreement have been installed; and
    - The installed equipment is operating and functioning in accordance with the specifications in the Agreement
    - The installed equipment components or systems *continue, during the term of the Agreement,* to meet the specifications of the Agreement and are maintained by CUSTOMER or VEREGY as required per the Agreement.

"Option B" Retrofit Isolation with All Parameter Measurement is a verification approach used for ECMs in which energy use or demand of the equipment can be isolated from that of the remainder of the Facility, and the ECM has variable loads and operating hours. All parameters impacting the Energy Savings are measured pre- and post-installation. Option B involves:

- Identifying all parameters associated with the Energy Savings; and
- Operational Verification, as outlined under Option A.

"Option C" Whole Facility is a verification approach where Energy Savings are determined by measuring post-retrofit energy use at the whole Facility or sub-Facility level and comparing it to the measured baseline energy use. This is typically done through utility billing data. This verification approach is more often used when the ECM affects many systems within a Facility. Adjustments are made to the Baseline Energy Use to reflect operational or external changes from the Baseline Period to the Guarantee Year. Operational Verification is performed as identified under Option A.

"Option D" Calibrated Simulation is a verification approach where baseline energy use is determined using a calibrated simulation and is compared to a simulation of Guarantee Year energy use. Option D can involve measurements of energy use both before and after the Retrofit for specific equipment or energy end use as needed to calibrate the simulation program. Periodic inspections of the equipment may also be warranted. Energy consumption is calculated by developing calibrated hourly simulation models of whole-building energy use, or equipment sub-systems in the baseline mode and in the post-installation mode and comparing the simulated annual differences for either an average year or for conditions that correspond to the specific year during either the baseline or post-installation period. Operational Verification is performed as identified under Option A.

"Retrofit" is the work provided by VEREGY as defined by the "ECMs".

"Savings" is defined as avoided, defrayed, or reallocated costs.

"Stipulated Savings" is defined as Energy Savings that have calculated and documented using industry engineering standards.

"Term" shall have the meaning as defined in Section 2 hereof.

"Total Guarantee Year Savings" is defined as the summation of Avoided Energy, Operational and Future Costs realized by Facilities in each Guarantee Year as a result of the Retrofit provided by VEREGY as well as Excess Savings, if any, carried forward from previous years.

2. TERM AND TERMINATION

2.1 Guarantee Term. The Term of this Guarantee Period shall commence on the first (1st) day of the month following the date of Final Project Acceptance of the Work installed pursuant to this Agreement and shall terminate at the end of the Guarantee Period unless terminated earlier as provided for herein. The Term of this Guarantee Period is defined in Section 1 of Attachment E.

2.2 Guarantee Termination. Should this Agreement be terminated in whole or in part for any reason prior to the end of the Term, the Guaranteed Savings for the Guarantee Year in which such termination becomes effective shall be prorated as of the effective date of such termination, with a reasonable adjustment for seasonal fluctuations in Energy and Operational Costs, and the Guaranteed Savings for all subsequent Guarantee Years shall be null and void.

3. SAVINGS GUARANTEE

3.1 Guaranteed Savings. VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total Avoided Energy, Operational, and Future Costs through the combined value of all ECMs over the Term of the Agreement as defined in Section 1 of Attachment E. In no event shall the Savings Guarantee provided herein exceed the total contract value for the Work under this Agreement. Notwithstanding any other provision of this Agreement requiring savings reconciliation or verification, the Total Guarantee Year Savings in each Guarantee Year are stipulated and agreed to by both parties to this Agreement to equal the Avoided Energy, Operational, and Future Cost amounts set forth in Attachment E, and shall be deemed realized upon the date of final Project Acceptance. The total Avoided Energy, Operational, and Future Cost and increase in billable revenues due to the ECMs are guaranteed to cover the costs of the payments for the measures; and VEREGY will reimburse CUSTOMER for the difference between the Guaranteed Savings and the actual Savings.

3.1.1 Additional Savings. Additional energy and/or operational cost avoidance that can be demonstrated as a result of VEREGY's efforts that result in no additional costs to CUSTOMER beyond the costs identified in this Agreement will be included in the guaranteed savings reconciliation report for the applicable Guarantee Years(s).

3.1.2 Savings Prior to Final Retrofit Acceptance. All Avoided Energy and Operational Costs realized by CUSTOMER that result from activities undertaken by VEREGY prior to Final Project Acceptance, including any utility rebates or other incentives earned as a direct result of the installed ECMs provided by VEREGY, will be applied toward the Guaranteed Savings for the First or Current Guarantee Year.

3.1.3 Cumulation of Savings. The Guaranteed Savings in each Guarantee Year are considered satisfied if the Total Guarantee Year Savings for such Guarantee Year equals or exceeds the Retrofit and Support Costs for such Guarantee Year or the amount identified in Section 1 of Attachment E hereto.

3.1.4 **Excess Savings.** In the event that the Total Guarantee Year Savings in any Guarantee Year exceed the Guaranteed Savings required for that Guarantee Year, such Excess Savings shall be a credit to VEREGY and any remaining Excess Savings shall be carried forward and applied against Guaranteed Savings shortfalls in any future Guarantee Year.

3.1.5 **Savings Shortfalls.** In the event that the Total Guarantee Year Savings in any Guarantee Year is less than the Guaranteed Savings required for that Guarantee Year, after giving credit for any Excess Savings carried forward from previous Guarantee Years pursuant to Section 3.1.4. VEREGY shall, upon receipt of written demand from CUSTOMER, compensate CUSTOMER the amount of any such shortfall, limited by the value of the guarantee, within thirty (30) days. Resulting compensation shall be VEREGY's sole liability for any short fall in the Guaranteed Savings. VEREGY shall, at no cost to CUSTOMER, have the option to make additional improvements or changes to the work to avoid future shortfalls.

3.2 **Savings Reconciliation Documentation.** VEREGY will provide CUSTOMER with a Guaranteed Savings Reconciliation Report after the first Guarantee Year and beyond as determined in this Agreement, if applicable. CUSTOMER will assist VEREGY in generating the Guaranteed Savings Reconciliation Report by providing VEREGY with copies of all bills pertaining to Energy Costs within two (2) weeks following CUSTOMER's receipt thereof, together with access to relevant records relating to such Energy Costs. CUSTOMER will also assist VEREGY by permitting access to any maintenance records, drawings, or other data deemed necessary by VEREGY to generate the said report. Data and calculations utilized by VEREGY in the preparation of its Guaranteed Savings Reconciliation Report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

3.2.1 **Acceptance of Guarantee Reconciliation**. At the end of each Guarantee Year CUSTOMER will have forty-five (45) days to review the Guaranteed Savings Reconciliation Report and provide written notice to VEREGY of non-acceptance of the Guarantee Savings for that Guarantee Year. Failure to provide written notice within forty-five (45) days of the receipt of the Guaranteed Savings Reconciliation Report will deem it accepted by CUSTOMER. If the annual Guaranteed Savings have been met after the first year, the Guarantee will be deemed realized for the entire Guarantee Term.

3.2.2 **Guaranteed Savings Reconciliation.** Guaranteed Savings will be determined in accordance with the methodology(s), operating parameters, formulas, and constants as described below and/or defined in Attachment E and/or additional methodologies defined by VEREGY that may be negotiated with CUSTOMER at any time.

For reconciliation of Guaranteed Savings using the method consistent with I.P.M.V.P. and/or F.E.M.P. Options A and/or B:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

1. Pre-retrofit measurement of energy consumption or demand
2. Post-retrofit measured energy consumption or demand
3. Post-retrofit measured hours of operation
4. Post-retrofit energy and demand charges
5. Sampling plan
6. Stipulated Values

The value of the Energy Savings during each Guarantee Year will be derived from the measured data and engineering formulae included herein, and the applicable energy charges as identified in Attachment E. In some cases, energy usage and/or demand will be calculated from measured variables that directly relate to energy consumption, demand or cost, such as, but not limited to, measured flow, temperature, current, voltage, enthalpy or pressure.

For reconciliation of Guarantee Savings employing the method of utility bill analysis consistent with F.E.M.P. Option C:

Energy usage for the Facilities for such Guarantee Year will be summarized and compared with the adjusted Baseline Period energy usage for the Facilities through the use of energy accounting software. The difference between the adjusted Baseline Period energy usage and the Guarantee Year energy usage will be multiplied by the applicable Energy Rate as defined in Attachment E, to calculate the Avoided Energy Cost. A Baseline Period will be specified in Attachment E for the purpose of utility bill analysis.

For reconciliation of Guarantee Savings verification employing the method consistent with I.P.M.V.P. and/or F.E.M.P. Option D:

For each ECM, VEREGY will employ an M&V Plan which may be comprised of any or all of the following elements:

The value of the Energy Savings will be derived from a calibrated simulation of either the whole building or of sub-systems in the building to determine the difference in the performance of the specific equipment being replaced. This method may entail as needed one-time measurements of the performance of the energy consuming systems in the building in order to calibrate the simulation model. Energy usage for the Facilities for such Guarantee Year will be derived through the use of simulation programs.

3.3 Operational Cost Avoidance. The agreed-upon Avoided Operational Cost as described in Attachment E will be deemed realized upon execution of this Agreement and will begin to accrue on the date of the completion and acceptance of each Retrofit improvement. These Savings are representative of information provided by CUSTOMER consisting of either whole or partial budgeted operational costs and as such, it is hereby understood and agreed that CUSTOMER is wholly responsible for assuring that these budgeted Operational Costs are accurate and achievable.

3.4 Baseline Period Energy Use Adjustments. Baseline Period Energy Use shall be adjusted to reflect: changes in occupied square footage; changes in energy-consuming equipment; changes in the operation of the Facilities; changes in Energy and Operational Cost Avoidance Guarantee Practices adversely affecting energy consumption and/or demonstrated operational changes; changes in weather between the Baseline Period and the Guarantee Year; and documented or otherwise conclusively established metering errors for the Baseline Period and/or any Guarantee Year adversely affecting energy usage measurement.

3.4.1 Facility Operational Changes. Except in the case of emergencies CUSTOMER agrees it will not, without the consent of an Authorized Representative of VEREGY: make any significant deviations from the applicable Energy and Operational Cost Avoidance Guarantee Practices; put any system or item of equipment in a permanent "on" position, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices; or assume manual control of any energy management system or item of equipment, if the same would constitute a deviation from the applicable Energy and Operational Cost Avoidance Guarantee Practices.

3.4.2 Hours and Practices. To achieve these Energy Savings, VEREGY and CUSTOMER agree upon the operating practices listed in Attachment E.

3.4.3 Activities and Events Adversely Impacting Savings. CUSTOMER shall promptly notify VEREGY of any activities known to CUSTOMER which adversely impact: VEREGY's ability to realize the Guaranteed Savings and VEREGY shall be entitled to reduce its Guaranteed Savings by the amount of any such adverse impact to the extent that such adverse impact is beyond VEREGY's reasonable control.

3.4.4 Inclusion of Improvement Not Causally Connected to Conservation Measure. VEREGY may include an improvement that is not causally connected to a conservation measure in its Savings Guarantee if the total value of the improvement does not exceed fifteen percent (15%) of the total value of the Savings Guarantee; and either (1) the improvement is necessary to conform to a law, a rule, or an ordinance; or (2) an analysis within Exhibit E demonstrates that: (a) there is an economic advantage to CUSTOMER in implementing an improvement as part of the Savings Agreement; and (b) the savings justification for the improvement is documented by industry engineering standards. If an inclusion of an improvement not causally connected to the conservation measures the inclusion and the information described in this paragraph 3.4.4. will be reported to the director of the department of local government finance.

3.5 Guarantee Adjustment. VEREGY's Guaranteed Savings obligations under this Agreement are contingent upon: (1) CUSTOMER following the Energy and Operational Cost Avoidance Guarantee Practices set forth herein and in Attachment E; (2) no alterations or additions being made by CUSTOMER to any of the Covered systems and Equipment without prior notice to and Agreement by VEREGY; (3) CUSTOMER sending all current utility bills to VEREGY within two (2) weeks after receipt by CUSTOMER, if CUSTOMER fails to provide current utility bills for a period of time in excess of six (6) months VEREGY may, at its sole discretion, deem the Guarantee Savings obligation met during that period and any successive periods, and (4) VEREGY's ability to render services not being impaired by circumstances beyond its control. To the extent CUSTOMER defaults in or fails to perform fully any of its obligations under this Agreement, VEREGY may, in its sole discretion, adjust its Guaranteed Savings obligation; provided, however, that no adjustment hereunder shall be effective unless VEREGY has first provided CUSTOMER with written notice of CUSTOMER's default(s) or failure(s) to perform and CUSTOMER has failed to cure its default(s) to perform within forty-five (45) days after the date of such notice.

3.5.1 Guarantee Weather Adjustment. Where applicable, VEREGY may, in its sole discretion, adjust the Guaranteed Savings obligation to correct for any energy production and/or system performance that has been negatively impacted as a result

of weather including, but not limited to, Global Horizontal Irradiance and Insolation (GHI), Direct Normal Irradiance and Insolation (DNI), Diffuse Horizontal Irradiance and Insolation (DHI), temperature, Cooling Degree Day (CDD), Heating Degree Day (HDD), humidity, wind speed, etc.

ATTACHMENT E

SCHEDULE OF SAVINGS

---

1. Savings Summary

The total Avoided Energy Costs over the Term of the Agreement are $1,650,862 as defined by the following:

- Annual Avoided Energy Costs are not less than $58,271 as listed below.

YEAR	GUARANTEED ENERGY SAVINGS ($)
1	$58,271
2	$60,320
3	$62,442
4	$64,638
5	$66,911
6	$69,264
7	$71,700
8	$74,222
9	$76,833
10	$79,536
11	$82,334
12	$85,231
13	$88,229
14	$91,334
15	$94,547
16	$97,874
17	$101,319
18	$104,884
19	$108,575
20	$112,397
TOTAL SAVINGS	**$1,650,862**

or the sum of the Retrofit and Support Costs for such a Guarantee Year, whichever is less. Provided further, in no event shall the savings guarantee provided herein exceed the total installation, maintenance, and financing costs for the Work under this Agreement.

The energy savings in the schedule above are guaranteed by Veregy to provide a cost neutral position to the customer. The energy savings are based on a 3.45% indicative WIFA interest rate, which will not be locked until 2 days before loan closing, an Inflation Reduction Act (IRA) direct pay of $284,134 and an owner contribution of $42,048.

The Term of this Agreement is for 20 years from the first (1st) day of the month following the date of Final Project Acceptance of the Work.

2. Energy Rates and Costs

2.1 **Energy Rates.** Actual Energy Rates are determined by reviewing current Energy Costs per unit of energy. Historically, Energy Costs have increased an average of 4% per year. VEREGY may escalate rates at an average of 4% annually or use the actual rates, whichever is greater, to determine total Avoided Energy Costs over the Term of this Agreement. The rates will also be escalated to the number of years it takes for the implementation period. The rates used for this Agreement are detailed in the table below.

ECM 1 – Replace Streetlights - Energy Rate

The APS streetlight rate schedule E-58 does not use energy rates for streetlights. The rate schedule uses a monthly cost that is dependent on the type of fixture. The cost savings for this ECM are stipulated and are agreed to be satisfied upon contract execution.

ECM 2 – Install Solar PV at Well No. 3 - Energy Rate

The energy cost savings for this measure can be distributed into two parts, savings due to installation of the PV Solar, and savings due to rate plan switch.

2a. PV Solar Savings
The cost savings achieved due to this part are attributable to utility costs offset by the installation of Solar. The first-year energy rate for this portion of ECM 2 cost savings is noted below. This reflects the current electric rate.

Current Blended $/kWh rate used for savings calculations: 0.121 $/kWh

2b. Rate Switch Savings
The customer is currently on APS E-32M rate schedule. The customer will be switched over to E-221 water pumping rate plan, which is more cost effective for this type of facility. The cost savings for this piece is stipulated and is agreed to be satisfied upon contract execution. This rate is applied to the projected energy use after the Solar PV is installed.

2.2 **Baseline Period Energy Use and Costs.** The Baseline Period is defined as 01 Oct 22 to 30 Sep 23. The Baseline Period Energy Use and Costs for the Facilities (adjusted for the new APS rates) are:

ECM 1 – Replace Streetlights – Energy Costs

The models of the streetlights that will be replaced with the APS monthly rates effective March 8th, 2024 are listed below.

Line	Roadway Cobra Head Description	Current/Updated Monthly Cost
1	16000 lumens, 150-watt HPS	$15.54/$12.93
2	30000 lumens, 250-watt HPS	$18.74/$13.03
3	50000 lumens, 400-watt HPS	$25.42/$17.86

ECM 2 – Install Solar PV at Well No. 3 – Energy Use and Costs

The baseline energy use and costs (after adjustment for the APS rate increase effective March 8th, 2024) for Well No. 3 are shown in Table ECM2-1.

Time Periods	Energy Use (kWh)	Max Demand (kW)	Charges			
Bill Ranges & Seasons	Total	NC / Max	Other	Energy	Demand	Total
1/1/2023 - 2/1/2023 W	47,522	171	$76	$5,268	$2,402	$7,745
2/1/2023 - 3/1/2023 W	43,071	172	$68	$4,969	$2,412	$7,449
3/1/2023 - 4/1/2023 W	45,671	174	$76	$5,170	$2,432	$7,677
4/1/2023 - 5/1/2023 W	40,961	166	$73	$4,760	$2,353	$7,186
5/1/2023 - 6/1/2023 S	41,630	161	$76	$5,541	$2,304	$7,920
6/1/2023 - 7/1/2023 S	41,877	160	$73	$5,552	$2,294	$7,919
7/1/2023 - 8/1/2023 S	46,827	168	$76	$6,069	$2,373	$8,517
8/1/2023 - 9/1/2023 S	45,781	158	$76	$5,872	$2,274	$8,222
9/1/2023 - 10/1/2023 S	39,194	160	$73	$5,317	$2,294	$7,685
10/1/2022 - 11/1/2022 S	42,054	154	$76	$5,503	$2,235	$7,814
11/1/2022 - 12/1/2022 W	40,531	152	$73	$4,585	$2,215	$6,874
12/1/2022 - 1/1/2023 W	38,290	157	$76	$4,481	$2,265	$6,822
Total	513,409	-	$891	$63,087	$27,852	$91,831

Table ECM2-1 – Current electric use and cost for Well No. 3 (after considering APS rate increase effective March 8, 2024)

3. Guaranteed Savings

VEREGY guarantees to CUSTOMER that the identified Facilities will realize the total Guaranteed Savings through the combined value of all ECMs over the Term of the Agreement. The total Guaranteed Savings in each Guarantee Year is verified as specified in this Agreement, and this verification method is agreed to by VEREGY and CUSTOMER. Avoided Operational and Future Costs as given below are calculated values based on industry standard information and information provided by CUSTOMER and are agreed to values. No verification of Operational and Future Cost Savings is performed.

Energy Conservation Measures Savings Guarantee Table

#	ENERGY CONSERVATION MEASURE (ECM)	TOTAL PROJECTED ENERGY SAVINGS (kWh)	TOTAL PROJECTED ENERGY COST SAVINGS $	% GUARANTEE	GUARANTEED ENERGY SAVINGS (kWh)	GUARANTEED ENERGY SAVINGS ($)
1	Streetlights	N/A	$ 4,078	100%	N/A	$ 4,078
2a	PV Solar	386,409	$ 46,755	85%	328,448	$ 39,742
2b	Rate Switch	N/A	$ 17,002	85%	N/A	$ 14,452
	TOTAL PROGRAM SAVINGS	**386,409**				**$ 58,271**

VEREGY and CUSTOMER agree that the total Avoided Energy Costs for each ECM over the term of the Agreement will be based on an escalation factor for the costs of utilities as given in 2.1.

Avoided Operational Cost Savings. Operational Savings are based on the concepts given in the table below. The operational cost savings identified below are deemed satisfied upon Agreement execution. Avoided future cost savings are determined by the cost to implement this project over the term of the project.

(NO AVOIDED OPERATIONAL COST SAVINGS.)

4. **Reporting.** VEREGY will provide CUSTOMER with a Guaranteed Savings Reconciliation Report(s) according to the schedule below. CUSTOMER will assist VEREGY in generating the savings reconciliation report by providing VEREGY with all information requested as identified in Section 3.2 of Attachment D. Data and calculations utilized by VEREGY in the

preparation of its Guaranteed Savings Reconciliation Report will be made available to CUSTOMER along with such explanations and clarifications as CUSTOMER may reasonably request.

Guaranteed Savings Reconciliation Report Schedule

	Report Delivered	Savings Represented
Report 1	90 days following end of Guarantee Year	Year 1 Savings
Subsequent Reporting Years	90 days following end of Guarantee Year	Subsequent Year Savings

The fees associated with the Guaranteed Savings Reconciliation Report are given in Attachment C.

5. Savings Measurement & Verification Plan

VEREGY will verify the savings using the methodologies given in the table below. Calculation" means the savings have been calculated and agreed to by CUSTOMER and VEREGY. "Measurement" requires measurements to determine the actual retrofit performance. In the "Measurement" cases, the measured parameters, time of measurement and quantity of equipment to be measured are identified. The actual operation of the Facility is the responsibility of CUSTOMER. This includes properly maintaining the equipment, the future hours of operation based on a change in mission, or capacity and variations in weather or unit energy costs.

After review of the measurement and verification protocol options, CUSTOMER and VEREGY have agreed that measurements noted in this attachment meet CUSTOMER'S needs for verification of Energy Savings.

Measurement and Verification Methodology for Energy Conservation Measures

#	Energy Conservation Measure	IPMVP Option	M&V Procedure		
			Method	Measured Paramter	Measurement Interval
1	Streetlighting	Engineered Calculations	Savings are stipulated		
2a	PV Solar	B	Measurement	Electricity production in kWh	On-going throughout Guarantee
2b	Rate Switch	Engineered Calculations	Savings are stipulated		

The following describes the Measurement and Verification procedures, formulas, and estimated values which may be used in the calculation of the Energy Savings. % of calculated savings that are guaranteed are given in the Energy Conservation Measures Savings Guarantee Table.

Streetlighting
Please refer to the previous sections to understand savings methodology.

PV Solar
Solar savings are determined by using the anticipated kWh production based on a Helioscope & Energy Toolbase model. Veregy does include a 0.4% solar module degradation per year as stated by the manufacturer. Dollar savings are calculated by determining the current solar kWh rate paid in the last baseline period and multiplying by the kWh generated.

Solar Production = kWh * 0.004 to account for module degradation

Solar savings are verified by collecting the data from the system investment grade meters installed as part of the project. Adjustments may be made for weather based on historical weather data obtained from NOAA weather station. Adjustments may be made for disruption to the system beyond VEREGY control.

Year	Production
1	328,448
2	327,134
3	325,825
4	324,522
5	323,224
6	321,931
7	320,643
8	319,361
9	318,083
10	316,811
11	315,544
12	314,282
13	313,024
14	311,772
15	310,525
16	309,283
17	308,046
18	306,814
19	305,587
20	304,364

Any changes to building schedules, occupancy hours, and solar system setup are the responsibility of the Customer and may result in a baseline adjustment for the calculation of verified savings. Veregy will note these changes when found and inform the Customer.

Energy savings shown in the annual report will be based on the results documented in the post-installation report. Any modification of the equipment, or changes from its intended function are the responsibility of the Customer.

Rate Switch

Rate Switch Savings are calculated using the Energy Toolbase software. Facility interval data (and therefore the facility load profile) for 12 months was input into Energy ToolBase, and the proposed rate plan was selected for each meter undergoing the rate plan switch. Energy Toolbase output the expected Energy and Demand Savings that can be expected from the rate switch based on the facility profile.

ATTACHMENT F

FINAL DELIVERY AND ACCEPTANCE CERTIFICATE

Project Name _____

Agreement Effective Date: _____

Scope-of-Work (SOW) Item/Energy Conservation Measure (ECM): _____

To: VEREGY

Reference is made to the above listed Agreement between the undersigned and VEREGY and to the Scope of Work as defined in Attachment A herein. In connection therewith, we confirm to you the following:

1. The Scope of Work (SOW) Item/ Energy Conservation Measure (ECM) referenced above and also listed in Attachment A of the Agreement has been demonstrated to the satisfaction of the Owner's Representative as being substantially complete, including all punch list items generated during the Project Acceptance Procedure.

2. All of the Work has been delivered to and received by the undersigned and that said Work has been examined and /or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Work has been accepted by the undersigned and complies with all terms of the Agreement. Consequently, you are hereby authorized to invoice for the Final Payment, as defined in Attachment C, The Payment Schedule.

Owner Name: _____

By: _____
(Authorized Signature)

_____
(Printed Name and Title)

_____
(Date)

ATTACHMENT G

FORM ALLOCATION OF SECTION 179D DEDUCTION

ADDRESS OF GOVERNMENT-OWNED BUILDING: Project Name: _____ Project Street: _____ Project City, State & Zip Code: _____	
AUTHORIZED REPRESENTATIVE OF THE OWNER OF THE GOVERNMENT-OWNED BUILDING: Owner Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
AUTHORIZED REPRESENTATIVE OF DESIGNER RECEIVING THE ALLOCATION OF THE SECTION 179D DEDUCTION: Designer Name: _____ Representative Name: _____ Representative Title: _____ Representative Street Address: _____ Representative City, State & Zip: _____ Representative Phone Number: _____	
PROJECT COST: _____	
DATE PROJECT PLACED IN SERVICE: _____	
AMOUNT OF SECTION 179D DEDUCTION ALLOCATED TO THE DESIGNER: Building Envelope: _____ Lighting System: _____ HVAC System: _____ TOTAL: _____	

Under penalties of perjury, I declare that I have examined this allocation, including accompanying documents, and to the best of my knowledge and belief, the facts presented in support of this allocation are true, correct, and complete.

AUTHORIZED REPRESENTATIVE OF
OWNER OF GOVERNMENT-OWNED BUILDING:

_____

By: _____
Dated: _____

AUTHORIZED REPRESENTATIVE OF
DESIGNER:

_____

By: _____
Dated: _____

ATTACHMENT H

MANDATORY FEDERAL PROVISIONS

1. Contractor confirms that it is in compliance with the following federal requirements for the Work:

   (a) The Civil Rights Act of 1964;

   (b) The Civil Rights Act of 1968;

   (c) The Civil Rights Act of 1866;

   (d) The Civil Rights Act of 1870;

   (e) The Civil Rights Act of 1871;

   (f) The Civil Rights Attorneys' Fees Awards Act of 1976;

   (g) The Equal Pay Act of 1963;

   (h) The Age Discrimination in Employment Act;

   (i) Executive Orders 11246, 11375, 11478, 11126, 12050, 12067, 12086, 12144, 12068, 11141, 11701, 12138, 11625, and 13496;

   (j) Any and all regulations implementing any Federal Requirements;

   (k) Any and all successor Federal Requirements and/or implementing regulations regarding the foregoing; and

   (l) All standards and regulations which have been or shall be promulgated by the parties or agencies administering any of the foregoing statutes or orders found in subparagraphs (a), (b) or (c) (above herein after collectively referred to as EEO laws). ("Federal Requirements")

2. In addition, Contractor shall comply with all applicable federal equal employment statutes and regulations, including but not limited to:

   (a) The Equal Opportunity Clause found at 41 CFR §60-1.4;

   (b) The listing of employment opening (Veterans) clause found at 41 CFR § 60-250.3;

   (c) The affirmative action compliance program clause found at 41 CFR §60-1.7;

   (d) The employment of the handicapped clause found at 41 CFR §60-711.3; and

   (e) The minority business enterprises subcontracting program, the small business subcontracting program, the women-owned business enterprises program and the construction contractors affirmative action requirements found at 41 CFR §60-4.1, et seq., ("EEO Requirements").

The promulgated contract clauses for each EEO Requirement are incorporated herein by reference and made a part hereof for all purposes as more specifically described below.

3. Contractor shall have and exercise full responsibility for compliance with Federal EEO Requirements and other Federal Requirements which Customer and Veregy reasonably conclude are applicable to the Work for itself, its agents, employees, material suppliers and subcontractors with respect to any and all portions of the Work. The mere fact that certain Federal Requirements are referenced or cited herein does not render them applicable to the Project or the Work. Instead, the contract documents as a whole determine which Federal Requirements are applicable.

4. Contractor will furnish all information and reports required by such Requirements and will permit Customer reasonable access to its books, records, and accounts directly related to the Project for the purpose of auditing and investigation to ascertain compliance with such Requirements.

5. Contractor shall include such Requirements in every contract or purchase order, binding each and every one of its subcontractors and vendors to all applicable Federal Requirements and EEO Requirements.

6. Contractor shall be bound by the following EEO Requirements:

(a) Equal Opportunity Clause.

(1) Contractor shall comply with the equal opportunity clause promulgated in 41 CFR § 60-1.4(a). 41 CFR § 60-1.4(a) is incorporated herein by reference and made a part hereof for all purposes pursuant to 41 CFR § 60-1.4(d). Contractor shall include the equal opportunity clause in each of its nonexempt subcontracts pursuant to 41 CFR § 60-1.4(c).

(2) Contractor shall comply with the equal opportunity clauses promulgated in 48 CFR §§ 52.222.26, 52.222.27, and 52.222-21. Said sections are duplicated and incorporated herein, made a part hereof for all purposes. Contractor shall include the equal opportunity clauses in each of its nonexempt subcontracts as required in said sections.

(3) (3) EEO-1 Report. Contractor shall file annually, on or before September 30, complete and accurate reports on Standard Form 100 (EEO-1) promulgated jointly by the Office of Federal Contract Compliance Programs, the Equal Employment Opportunity Commission and Plans for Progress or such form as may hereafter be promulgated in its place if Contractor (i) is not exempt in accordance with 41 CFR § 60-1.5; (ii) has 50 or more employees; (iii) is a prime contractor or first tier subcontractor; and (iv) has a contract, subcontract or purchase order amounting to $50,000 or more or serves as a depository of Government funds in any amount, or is a financial institution which is an issuing and paying agent for U.S. savings bonds and savings notes: Provided, That any subcontractor below the first tier which performs Work pursuant to a subcontract with Contractor shall be required to file such a report if it meets requirements of (i), (ii), and (iv) above.

(4) Each subcontractor required above to submit reports shall file such a report with the contracting or administering agency within 30 days after the award to it of a contract or subcontract, unless such subcontractor has submitted such a report within 12 months preceding the date of the award. Subsequent reports shall be submitted annually, or at such other intervals as the Director, Office of Federal Contract Compliance Programs (OFCCP) of the United States Department of Labor, or his or her designee, may require. The Director may extend the time for filing any report.

(5) Failure to file timely, complete and accurate reports as required constitutes noncompliance under the equal opportunity clause and is grounds for the imposition by the Director of sanctions as authorized.

(c) Equal Opportunity for Workers with Disabilities. Contractor shall comply with the equal opportunity clause promulgated in 41 CFR § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. 41 CFR § 60-741.5(a) is incorporated herein by reference and made a part hereof for all purposes pursuant to 41 CFR § 60-741.5(d). Contractor shall include the equal opportunity clause in each of its nonexempt subcontracts pursuant to 41 CFR § 60-741.5(b).

(d) Employment of Veterans. Contractor shall comply with the equal opportunity clause promulgated in 41 CFR § 60-250.5(a). 41 CFR § 60-250.5(a) is incorporated herein by reference and made a part hereof for all purposes pursuant to 41 CFR § 60-250.5(d). Contractor shall include the equal opportunity clause in each of its nonexempt subcontracts pursuant to 41 CFR § 60-250.5(b).

(e) Utilization of Minority Business Enterprises. 41 CFR § 1-1 1310-2 requires, if the value of this contract is $10,000 or more, that (1) be included; if the value is $500,000 or more, that (2) be included: 1. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts and 2. The Contractor agrees to use his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the efficient performance of the contract. As used in the contract, the term "Minority Business Enterprise" means a business, at least 50-percent of which is owned by minority group members or, in the case of the publicly owned business, at least 51-percent of the stock of which is owned by minority group members.

(f) Disabled Veterans, Recently Separated Veterans, Active Duty Wartime or Campaign Badge Veterans, And Armed Forces Service Medal Veterans. Contractor shall comply with the employee notice clause requirement promulgated in 41 CFR § 60-300.5(a). 41 CFR § 60-300.5(a) is incorporated herein by reference and made a part hereof for all purposes pursuant to 41 CFR § 60-300.5(d). Contractor shall include this same provision in each of its subcontracts.

(g) Notification of Employee Rights Under the National Labor Relations Act. Contractor shall comply with the employee notice clause requirement promulgated in 29 CFR § 471.2 and set forth in 29 CFR part 471, appendix A to subpart A. 29 CFR part 471, appendix A to subpart A is incorporated herein by reference and made a part hereof for all purposes pursuant to 29

CFR 471.2(b). Contractor shall include this same provision in each of its subcontracts other than those exempted pursuant to pursuant to 29 CFR § 471.3.

7. Compliance with Inflation Reduction Act. Customer may seek to qualify for increased credit amounts under §§ 30C, 45, 45Q, 45V, 45Y, 45Z, 48, 48C, and 48E, or an increased deduction amount under § 179D, if certain prevailing wage and apprenticeship requirements are satisfied. In addition, Customer may seek to claim an increased credit amount under §§ 45L and 45U for satisfying prevailing wage requirements. Further, Customer may seek to qualify for bonus credit amounts under §§ 45, 48, 45Y, and 48E if certain domestic content requirements are satisfied. Finally, Customer may seek to qualify for increased credit amounts under §§ 45, 48, 45Y, and 48E for investment in energy communities. or low-income communities The Department of the Treasury ("Department") and the Internal Revenue Service ("IRS") have issued initial guidance / proposed rules regarding the provisions of §§ 30C, 45, 45L, 45Q, 45U, 45V, 45Y, 45Z, 48, 48C, 48E, and 179D of the Internal Revenue Code ("Code"), as amended or added by Public Law 117-169, 136 Stat. 1818 (August 16, 2022), commonly known as the Inflation Reduction Act of 2022 ("IRA"). The existing guidance is neither final as to many provisions/topics, nor all-encompassing. Contractor's assistance to Customer in determining the Project specifics with an eye toward securing tax credits, direct payments or grants under the Inflation Reduction Act is based on Contractor's understanding of the guidance / proposed rules in existence on the date of the Contract. Contractor does not warrant or guarantee that the Treasury Department / IRS will agree with Contractor' understanding, or that (1) Customer will be successful in securing any tax credits, direct payments or grants under the Inflation Reduction Act, or (2) that Customer's cost associated with meeting the preconditions for any tax credit, direct payment or grant under the Inflation Reduction Act will be at the level predicted by Contractor. Customer agrees that any decision on whether or how to pursue any tax credits, direct payments or grants under the Inflation Reduction Act, and any decision on how to ensure compliance with any pertinent requirements, preconditions, rules and regulations applicable to securing any tax credits, direct payments or grants under the Inflation Reduction Act, is based upon Customer's own, independent research, and not on that of Contractor. .

Subject to the above understanding, Customer and Contractor shall consult and cooperate in assessing the project characteristics against the requirements found in the IRA, as well as in applicable rules, regulations and statutes to ensure that the best effort is being made to comply with the guidance provided by the Department and IRS as identified in this section 7, and confirm Contractor's ability to comply with such guidance as the guidance becomes available.

Within the framework of the project characteristics and status predating Contractor's involvement in the project, Customer and Contractor will work together to maximize both the amounts in available energy credits under the IRA as well as the likelihood that the targeted energy credits will be realized on the project. In doing so, Contractor relies on the information provided by Customer and does not guarantee that any energy credits will actually be awarded on the project.

To the extent the guidance provided by the Department and IRS is identical to the Requirements to which Contractor has otherwise affirmed compliance within this Attachment H, Contractor reaffirms its compliance with such Requirements for purposes of the IRA. However, Contractor does not and shall not affirm compliance with any guidance which may be in conflict with or in excess of the Requirements previously identified in this Attachment H. Contractor shall not be responsible for any representation made by Customer on its application for or any other communication with the Department or IRS regarding a credit or increased credit and shall not be liable for any penalty or loss of credit due to Contractor's failure to comply with such guidance which is in conflict with or in excess of the Requirements otherwise provided for herein.

Davis Bacon Labor Standards Provisions / Contractor Requirements

The following provisions pertaining to payment of Davis Bacon wages are included in this Attachment H because of the use of WIFA funds on the Project.

SECTION 29 CFR 5.5 – Contract Provisions and Related Matters

(1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or

incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Subcontracting officers shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within 30-day period that additional time is necessary.

(C) In the event Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting office, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting officer or will notify the Contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If Contractor does not make payments to a trustee or other third person, Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The applicable government agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the (Agency) may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 20 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Customers employing apprentices or trainees under approved programs shall maintain written certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicable government agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/whd/forms/wh347.pdf or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Customers and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the applicable government agency, for transmission to the appropriate agency, Contractors, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 section 231 of title 31 of the United States Code.

(iii) Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the applicable government agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fid apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the applicable government agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in the Contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between Contractor (or any of its subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility. (i) By entering into this contract, Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the Contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The applicable government agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractors, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy and liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraph (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the Contracting officer to insert a clause requiring that Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the Contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by Contractor or subcontractor for inspections, copying, or transcription by authorized representatives of the applicable government agency and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

TOWN OF QUARTZSITE

REGULAR COUNCIL MEETING
Tuesday, October 22, 2024

Agenda Item: **IGA WITH LA PAZ COUNTY FOR ANIMAL CONTROL SERVICES**

Agenda Summary: Discussion and possible approval of the Intergovernmental Agreement between La Paz County and the Town of Quartzsite regarding Animal Control Services.

Responsible Person: Jim Ferguson, Town Manager

Attachment: Intergovernmental Agreement

Action Requested: **Motion** to approve the Intergovernmental Agreement between La Paz County and the Town of Quartzsite regarding Animal Control Services.

INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN LA PAZ COUNTY AND THE TOWN OF QUARTZSITE REGARDING REPAIR ANIMAL CONTROL SERVICES

This Intergovernmental Agreement ("IGA" or "Agreement") is entered into this _____ day of ____, 2023~~4~~ by and between La Paz County, a political subdivision of the State of Arizona (hereinafter "County") and the Town of Quartzsite, an incorporated town (hereinafter "Town"), for the purpose of entering into a cooperative effort for the provision of stray animal impoundment at the animal control shelter and cattery (hereinafter "Shelter"), between La Paz County, through the La Paz County Animal Control, and the Town of Quartzsite. The County and Town may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Town Council of the Town desires to enter into an agreement with County for the impounding and sheltering stray animals;

WHEREAS, the County utilizes an animal shelter and maintains trained personnel for the maintenance, control, impoundment, vaccination, and euthanasia of vicious or unclaimed dogs and cats; and is thereby presently able to provide assistance and services to the Town;

WHEREAS, the Town and County acknowledge the shared goal of creating a safer, healthier, and more harmonious community, as well as a safer animal population, through effective intergovernmental cooperation;

WHEREAS, the P~~p~~arties are authorized to enter this IGA pursuant to A.R.S. ~~Sections~~ § 11-952 and § 9-276;

Formatted: Indent: Left: 0.19", First line: 0.52"

NOW, THEREFORE, in consideration of the covenants and promises hereinafter set forth, the P~~p~~arties agree as follows:

AGREEMENT

1) Animal Control Officer Services. The County agrees that the scope of services for stray animal control or impoundment which is set forth in Exhibit "A" and attached hereto, shall be carried out in accordance with the desires of the County and Town as such desires may be expressed from time to time by the La Paz County Board of Supervisors or the Town Council of Quartzsite.

Formatted: Right: -0.03"

A copy of the County's animal booking form for each call for impound service will be provided which documents the date and services provided a copy of which is attached hereto as Exhibit "B" and is incorporated by reference.

2) Animal Control Officer Payment. Town agrees to reimburse County, within thirty (30) days of receipt of an invoice, for the services provided within the incorporated Town limits as set forth in Exhibit "A."

3) Shelter Services. The County shall operate the Shelter, shall provide animal shelter services at the Shelter, and make such services available for use by the Town pursuant to the terms of this

Agreement, and subject to the holding of the County's license to the Shelter.

4) Payment for Operating Costs of Shelter. The Town shall pay the County annually, the total sum of ~~$29,000~~17,664. This sum reflects the full salary and fringe benefits for one ~~half~~ part-time, under 19 hours, Kennel Attendant~~(1/2 of all of the salary and fringe benefits for a full-time kennel assistant)~~.

Commented [MS1]: Based on $16.56/hour

5) Term. The terms of this ~~agreement~~ Agreement shall become effective upon the recordation with the La Paz County Recorder's Office and shall continue for a term of three years. Either ~~party~~ Party may terminate this Agreement during its original term or any extension thereof at any time upon giving thirty (30) days prior written notice to the other; however, in the case of termination for any reason, the obligations of both ~~parties~~ Parties shall continue insofar as to the satisfactory reimbursement of all documentable services provided prior to the date of the final termination.

6) Gratuities. Either Party may, by written notice to the other Party, cancel this Agreement if it is found by a Party that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the other Party or any agent or representative of the Party to any officer, agent or employee of the Party for the purpose of securing this Agreement.

7) Applicable Law; Venue. In the performance of this Agreement, both Parties to the Agreement shall abide by and conform to any and all laws of the United States, the State of Arizona, including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this Agreement may be brought only in courts in La Paz County, Arizona.

Formatted: Justified, Right: -0.03"

8) Indemnification. To the extent permitted by law, each ~~party~~Party agrees they will defend, indemnify, and hold harmless the other, and its officers, employees and agents, for, from and against all fines, liabilities, suits, proceedings, claims, demands, debts, obligations, and actions of any kind by anyone (including reasonable costs and attorney's fees) allegedly arising from or in connection with negligent acts or intentional acts or omissions of the identifying ~~party~~Party, its officers, employees or agents; provided, however, the ~~party~~Party claiming indemnification pursuant to this IGA must give the indemnifying ~~party~~Party notice within a reasonable time, not to exceed thirty (30) days of receipt thereof, , of any such claim, if known, the ~~party~~Party making the claim, the nature of the claim asserted, and the amount of the claim and must allow the indemnifying ~~party~~Party an opportunity to deny, defend, compromise, or settle the claim. County and Town shall both maintain, for the duration of this IGA, liability insurance, including automobile liability insurance, or a program of self-insurance, providing adequate coverage and provide proof thereof to each ~~party~~Party. Each ~~party~~Party shall also be solely responsible for any workman's compensation, disability or other employee related claims made by their respective employees.

Formatted: Justified, Right: 0.03"

9) Amendment. This Agreement may be modified only by a written amendment signed by the Parties.

Formatted: Right: 0.03"

Formatted: Justified, Right: 0.03"

10) Provisions Required by Law. Each and every provision of law and any clause required by law to

be in the 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, the Agreement will promptly be physically amended to make such insertion or correction.

11) 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 the Agreement which may remain in effect without the invalid provision or application.

12) Assignment. None of the Parties may assign or delegate any of its rights hereunder.

13) Waiver. Failure of any Party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

14) Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

15) Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (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, (C) given to a recognized and reputable overnight delivery service, to the address set forth below or (D) delivered by facsimile transmission to the number set forth below:

Town of Quartzsite
P.O. Box 2812
Quartzsite, AZ 85346

La Paz County
1108 S. Joshua Ave
Parker, AZ 85344
Fax: (928) 669-9709

16) This IGA can be canceled pursuant to A.R.S. §38-511.

Formatted: Justified
Formatted: Justified, Right: 0"
Formatted: Justified
Formatted: Justified, Right: 0"
Formatted: Justified
Formatted: Justified, Right: 0"
Formatted: Right: 0"

17) E-verify Requirements. To the extent applicable under Arizona Revised Statutes §41-4401. The Parties warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under Arizona Revised Statutes §23-214(A). The Parties or their subcontractor's breach of the above- mentioned warranty shall be deemed a material breach of this IGA and may result in the termination of the IGA by either entity. The Parties retain the legal right to randomly inspect the papers and records of the other Party or subcontractor employee to ensure that the Party and its subcontractors are complying with the above-mentioned warranty. The Parties and their subcontractors warrant to keep the papers and records open for random inspection during normal business hours by the Parties. The Parties and any subcontractor and its subcontractors shall cooperate with Party's random inspections including granting a Party entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

Formatted: Right: -0.03"

18) Boycott of Israel. To the extent required and/or permitted by law, the Parties hereby acknowledge and affirm that, pursuant to A.R.S. § 35-393 *et seq.*, each ~~party~~Party is not currently engaged in, and for the duration of this ~~a~~Agreement will not engage in, a boycott of Israel.

Formatted: Underline

19) Miscellaneous.

19.1 Arbitration. Pursuant to Section 12-1518 of the Arizona Revised Statutes, the Parties acknowledge and agree that they will be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by Section 12-133 of the Arizona Revised Statutes.

19.2 Authority. Each Party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, and that the person(s) signing this Agreement on behalf of each Party has (have) been properly authorized and empowered to do so.

~~19.1~~19.3 Entire Agreement. This Agreement sets forth the entire agreement between the Parties hereto in connection with the subject matter hereof and supersedes all previous understandings, communications, arrangements and discussions, whether oral or written, with respect to the subject matter hereof.

~~19.2~~19.4 Headings. The division of this Agreement into paragraphs and the use of headings are for convenience of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.

~~19.3~~19.5 Incorporation of Recitals. The recitals set forth at the beginning of this Agreement are hereby incorporated into Agreement.

~~19.4~~19.6 Non-Discrimination. The Parties agree to comply with all provisions and requirements of Federal Executive Order 11246, State Executive Order 2009-09, and Arizona Revised Statutes §§41-1461 through 1465.

~~19.5~~19.7 Relationship of Parties. This Agreement shall not be construed in such a manner as to establish a partnership, joint venture, express or implied agency or employer- employee relationship between the Parties and/or the employees of any Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

~~19.6~~19.8 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties undertaken pursuant to this Agreement.

~~19.7~~19.9 Rights/Obligations of Parties Only. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties. Nothing expressed herein shall create any rights or duties in favor of any potential third-pParty beneficiary or other person, agency or organization. Nothing expressed herein shall affect the legal liability of any Party to this Agreement by imposing any standard of care different from the standard of care imposed by law.

~~19.8~~19.10 Survival of Terms. Those provisions of this Agreement that, by their nature, are intended to survive any expiration or termination of this Agreement shall so survive.

19.11 Property. The Parties do not contemplate any joint acquisition of any property in the performance of each Party's respective duties hereunder. Any property purchased by a Party shall be returned to the purchasing Party within Thirty (30) calendar days of termination of this Agreement."

Formatted: Right: -0.03", Line spacing: single

Formatted: Right: -0.03"

Formatted: Indent: First line: 0", Right: -0.03"

IN WITNESS WHEREOF, Town and County have caused this IGA to be executed as evidenced below.

TOWN OF QUARTZSITE	COUNTY OF LA PAZ
By_____	By_____
Norm Simpson, Mayor	Duce Minor, Chairman of Board of Supervisors
Date_____	Date_____
ATTEST:	ATTEST:
By_____	By_____
Flora Romero, Town Clerk	Laurie Thornbury, Clerk of the Board

In accordance with A.R.S. § 11-952, this contract has been reviewed by the undersigned who has determined that this contract is in appropriate form and within the powers and authority granted to each respective public body.

TOWN OF QUARTZSITE	LA PAZ COUNTY
By_____	By_____
~~Susan D. Goodwin~~Joseph D. Estes	Rachel Shackelford
~~Gust Rosenfeld~~Pierce Coleman	Deputy County Attorney/Civil
Quartzsite Town Attorney	
Date:_____	Date:_____

EXHIBIT A

Call for service from an authorized Town representative during regular service hours of 6:00 AM to 6:00 PM shall be a flat fee of $100.00 per call.

Call for service from an authorized Town representative during after service hours of 6:00 PM-6:00 AM and weekends shall be a flat fee of $200.00 per call.