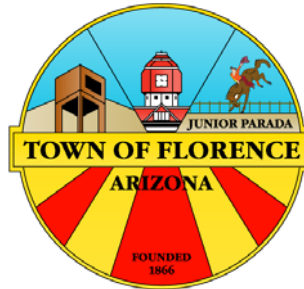


TOWN OF FLORENCE REGULAR MEETING AGENDA

Mayor Tara Walter
Vice-Mayor John Anderson
Councilmember Bill Hawkins
Councilmember Karen Wall
Councilmember Kristen Larsen
Councilmember Michelle Cordes
Councilmember Judy Hughes



Florence Town Hall
775 N. Main Street
Florence, AZ 85132
(520) 868-7500
www.florenceaz.gov
Meet 1st and 3rd Mondays

Monday, November 18, 2019

5:30 PM

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Town of Florence Council and to the general public that a Regular Meeting of the Florence Town Council will be held on Monday, November 18, 2019, at 5:30 p.m., in the Florence Town Council Chambers, located at 775 N. Main Street, Florence, Arizona. The agenda for this meeting is as follows:

1. **CALL TO ORDER**
2. **ROLL CALL:** Tara Walter, John Anderson, Bill Hawkins, Karen Wall, Kristen Larsen, Michelle Cordes, Judy Hughes
3. **WORK SESSION ON CERTIFICATE OF NEED FOR AMBULANCE SERVICE** (David Strayer)
4. **MOMENT OF SILENCE**
5. **PLEDGE OF ALLEGIANCE**
6. **CALL TO THE PUBLIC** Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.
7. **PUBLIC HEARING**
 - a. **Public hearing and possible adoption** of a text amendment to the Sign Regulations of the Development Code, with the amendment to include language as recommended by the Ad Hoc Sign Committee. Ordinance No. 667-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD.) (Larry Harmer) (Second Reading).

8. CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Approval of Services Agreement** with Florence Music Festival, LLC, for 2020 Florence Music Festival, in an amount not to exceed \$24,500. (Bryan Hughes)
- b. **Approval of Services Agreement** with Greater Florence Chamber of Commerce, for 2020 Historic Florence Art Festival, in an amount not to exceed \$24,500. (Bryan Hughes)
- c. **Approval of the purchase** of eight Panasonic Mobile Data Computers with keyboards and eight docking stations from Code 3 Technologies, in an amount not to exceed \$38,635.91. (Daniel Hughes)
- d. **Authorization to dispose** of vehicles and equipment that are no longer needed and have outlived their useful life. (Becki Jimenez)
- e. **Award a contract to Franklin Striping, Inc.**, to update existing roadway striping for CIP T-69 Pavement Preservation, in an amount not-to-exceed amount of \$87,408.74. (Chris Salas)
- f. Approval of the **October 7** and **October 21, 2019** Town Council Meeting minutes.
- g. Receive and file the following board and commission minutes:
 - 1. **September 25, 2019** Historic District Advisory Commission Meeting minutes.
 - 2. **October 3** and **October 17, 2019** Planning and Zoning Meeting minutes.

9. UNFINISHED BUSINESS

- a. **Ordinance No. 684-19:** Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, BY INSERTING §73.12 ABANDONED OR JUNK VEHICLES PARKED IN VISIBLE AREAS; RENUMBER UNARMED POLICE AIDES §73.13; AND INSERTING A NEW PENALTY §73.99 (Y). (First Reading November 4, 2019) (Daniel Hughes)

10. NEW BUSINESS

- a. **Discussion and possible action** on the creation of an Economic Development Department and/or Commission. (Vice-Mayor Anderson)
- b. **Resolution No. 1722-19:** Discussion/Approval/Disapproval of A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE DECEMBER 18, 2019. (Lisa Garcia)

11. WORK SESSION ON STREET LIGHT IMPROVEMENT ORDINANCE AND POLICY (Chris Salas and Lisa Garcia)

12. MANAGER'S REPORT

13. CALL TO THE PUBLIC

14. CALL TO THE COUNCIL – CURRENT EVENTS ONLY

15. ADJOURNMENT TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.
- b. Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.
- c. Request for Proposal for the area of land west of Heritage Park for work force housing.
- d. Special Event Permit Conditions.


16. ADJOURNMENT FROM EXECUTIVE SESSION

17. ADJOURNMENT

Council may go into Executive Session at any time during the meeting for the purpose of obtaining legal advice from the Town's Attorney(s) on any of the agenda items pursuant to A.R.S. § 38-431.03(A)(3). One or more members of Council may appear for part or all of the meeting including Executive Session telephonically.

POSTED ON NOVEMBER 14, 2019, BY LISA GARCIA, TOWN CLERK, AT 775 NORTH MAIN STREET, FLORENCE, ARIZONA, AND AT WWW.FLORENCEAZ.GOV.

*****PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), THE TOWN OF FLORENCE DOES NOT DISCRIMINATE ON THE BASIS OF DISABILITY REGARDING ADMISSION TO PUBLIC MEETINGS. PERSONS WITH A DISABILITY MAY REQUEST REASONABLE ACCOMMODATIONS BY CONTACTING THE TOWN OF FLORENCE ADA COORDINATOR, AT (520) 868-7574 OR (520) 868-7502 TDD. REQUESTS SHOULD BE MADE AS EARLY AS POSSIBLE TO ALLOW TIME TO ARRANGE THE ACCOMMODATION.*****

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 3.
MEETING DATE: November 18, 2019 DEPARTMENT: Fire Department STAFF PRESENTERS: David Strayer, Fire Chief SUBJECT: Fire Department-Based Ambulance Transportation Study Session		<input type="checkbox"/> Action <input checked="" type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input checked="" type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input checked="" type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

This is a Study Session requested by the Town Council to discuss Fire Department-based ambulance transportation options in Florence.

BACKGROUND/DISCUSSION:

Roy Ryals, representing the James Vincent Group, will provide an overview of the ambulance transportation options available to the Town of Florence. Areas to be covered include:

- The Certificate of Need process and the role of the Arizona Department of Health Services
- The Application process
- The Feasibility Study process
- The Needs Assessment process
- Partnering options with existing providers
- How other Arizona communities are addressing this issue

Mr. Ryals will provide reference materials (PowerPoint and/or documentation) and will be available to answer questions.

A VOTE OF NO WOULD MEAN:

Study Session Only

A VOTE OF YES WOULD MEAN:

Study Session Only

FINANCIAL IMPACT:

None

ATTACHMENTS:

None

REGULATORY PROCESS FOR THE ISSUANCE OF A CERTIFICATE OF NECESSITY TO FLORENCE ARIZONA

Statutory Requirements:

The Legislature, through enactment of the Certificate of Necessity (CON) statutes, mandated a fully regulated ambulance industry. The Arizona Department of Health Services (ADHS), through the Bureau of Emergency Medical Services and Trauma Services (BEMSTS) regulates ambulance services in the State of Arizona, including the CON application process and the CON renewal process. See Arizona Revised Statutes ARS § 36-2232 through ARS § 36-2246.

An entity that wishes to operate an ambulance in the State of Arizona may do so only after being granted a CON by ADHS. See ARS § 36-2233.

ARS § 36-2233 governs the issuance of a CON for the operation of ambulances in the State of Arizona and requires, in pertinent part:

- That a CON applicant must apply for a CON on forms prescribed by the Director of ADHS. See ARS § 36-2233(A). and:
- The CON applicant must demonstrate that the public necessity requires the proposed service of any part of the service. See ARS § 36-22-33(B)(2)¹ and:
- That the CON applicant must demonstrate that it is fit and proper to provide the service. See ARS § 36-2233(B)(3)² and:
- The applicant has paid the appropriate fees pursuant to ARS § 36-2240.

The Director shall require a public hearing on any CON applications unless certain exemptions are met. The pertinent exemption for the City of Florence would be: See ARS § 36-2234(C).

- The Director noticed the hearing to every affected ambulance service in the affected area no later than fifteen days before the action.
- The Director notified other persons who the Director determines are interested in the proposed action no later than fifteen days before the action.
- The Director publishes the notice of the proposed action in a newspaper of general circulation in the affected region at least once each week for two consecutive weeks before the action is taken.
- The Director receives no requests within the fifteen-day notification period for a hearing to be held on the proposed action.

¹ Public Necessity means, “an identified population needs or requires all or part of the services of a ground ambulance service.” See Arizona Administrative Code R9-25-901 (45). Public Necessity includes an inquiry into “need,” the primary focus of which should be on the best interest of the public.” See ADHS Guidance Document GD-099-PHS-EMS.

² Fit and proper means “That the Director determines that an application for a CON or certificate holder has the expertise, integrity, fiscal competence and resources to provide ambulance service in the service areas.” ARS § 36-2201(21).

A CON is not a franchise, may be revoked by the Director, and does not confer a property right upon its holder. See ARS § 36-2236(A).

Pursuant to ARS § 36-2232)(A)(3), the Director may issue a CON to more than one ambulance provider in the same or overlapping service areas, provided there is a need for that service. In such instances, the Department refers to AAC R9-25-903(C) for the factors to be analyzed when considering whether there is a need for the proposed service.

The Director has the authority to determine, fix alter and regulate just, reasonable and sufficient rates and charges for the provision of ambulance services including rates and charges for Advanced Life Support (ALS) service, Basic Life Support (BLS) service, mileage, standby and waiting, subscription service contracts and other contracts related to the provision of ambulance services. See ARS § 36-2232(A)(1); ARS § 36-2239; AAC R9-25-1101, *et seq.*

Rule Requirements:

To apply for a Certificate of Necessity the applicant must submit an application packet in a Department approved format as well as an application fee of \$100.00. See R-9-25-902 (A-E). This packet encapsulates the minimum amount of information that the Department requires to begin the evaluation process.

The evaluation of the application hinges on the determination of “Public Necessity.” Accordingly, the criteria for that determination is codified in Rule as well in Guidance Documents and other Department communications to applicants. See R9-25-903 (A) and GD-099-PHS-EMS.

If the application is in an area where other certificated providers are authorized to provide 9-1-1 services, the Department requires additional information. See R-9-25-903 (C).

If the applicant intends to charge for ambulance transportation, the applicant must establish an initial general public rate. In order to establish an initial general public rate the applicant must file additional information that allows the Department to evaluate the requested rates. See R9-25-1101 (A-B).

Time Frames:

The Department has statutory mandated time frames to evaluate and process a CON application. See R9-25-1201 A-F & Table 12.1. The overall time frame for adjudication of an Initial Application for a Certificate of Necessity mandated by law is 450 days. The applicant and Director may agree to extend the overall timeframe if requested by either party.

The evaluation process goes through several distinct phases. They are:

Administrative Review - Time Frame: 30 days: The Administrative Review determines if the application meets the minimum statutory and regulatory requirements of a complete application. If there are any questions or clarifications needed in the application, the applicant will be notified by the Department and requested to respond to the inquiry. The 30-day timeframe for Administrative Review is suspended until the Department receives the response from the applicant.


Substantive Review - Time Frame 420 days: The Substantive Review consists of two phases. The first is further evaluation by the Department of the information contained in the application. A major focus is the financial information provided to the Department as well as the content of other portions of the application. During the Substantive Review, the Department is permitted to make one comprehensive written request for additional documents or information. The 420-day timeframe for Substantive Review is suspended until the Department receives the response from the applicant. A supplemental request for additional information may be made with the written consent of the applicant. The Substantive review timeframe shall not extend by more than 25% of the overall timeframe.

The second phase is an Administrative Hearing on the application or, in the alternative, a Waiver of Hearing process. In practice, once the Department has made the determination that the application is both Administratively and Substantively complete, it will assess whether an Administrative Hearing is needed. The Director of the Arizona Department of Health Services (Director) may make that determination unilaterally, or, any party that has material interest to request a hearing may request a hearing. In most cases, existing CON holders that intend to object to the issuance of an overlapping CON makes requests for a hearing. See ARS § 36-2234.

If a hearing is required, the case file will be transmitted to the Arizona Office of Administrative Hearings (OAH) and a Notice of Hearing will be sent to the applicant and any parties that the Director has determined may have an interest in the proceedings. The Arizona Administrative Procedure Act governs the Hearing's conduct. See ARS Title 41, Chapter 6. The length of the hearing is capped, by statute, at ten (10) business days, unless there are extenuating circumstances as determined by the Hearing Officer.

If the Director determines that a Waiver of Hearing is appropriate, it must notify all ambulance services in the affected region, as well as any other persons who the Director determines are interested in the proposed action. The Director must also publish a notice of the proposed action in a newspaper of general circulation in the affected region at least once each week for two consecutive weeks before the action is taken. See ARS § 36-2234 (C).

If the Director does not receive a request for Hearing within 15 days, the Director may make the final determination on the application without a Hearing. If a request for Hearing is received, then the Hearing process is initiated as described above. See ARS § 36-2234 (D).

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 7a.
MEETING DATE: November 18, 2019 DEPARTMENT: Community Development STAFF PRESENTER: Dana Burkhardt, Planning Consultant SUBJECT: Ordinance No. 667-19 Development Code Sign Regulations Text Amendment (PZ-18-33 ORD) Public Hearing #2		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input checked="" type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnerships and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Public hearing and possible adoption of a text amendment to the Sign Regulations of the Development Code, with the amendment to include language as recommended by the Ad. Hoc Sign Committee. Ordinance No. 667-19: AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD.) (Larry Harmer) (Second Reading).

OVERVIEW:

The Town Council held the 1st Public Hearing and 2nd reading of Ordinance No. 667-19 on April 15, 2019. At that time the Town Council established an Ad Hoc Sign Committee to further review and discuss additional policy options for off-site commercial signage. Refer to Exhibit B for the Ad Hoc Sign Committee recommended edits to Ordinance No. 667.

Please refer to previous RCA's for additional background and discussion on this agenda item.

PUBLIC PARTICIPATION:

Town Staff has complied with all applicable Town requirements and Arizona Revised Statutes regarding public notification and public participation. A notice for the Planning

and Zoning Commission Public Hearing was advertised in the local Town paper, posted at the Town's posting location, and advertised on social media and the Town's website. Meetings and public outreach for these proposed amendments are as follows (* denotes tentatively scheduled):

2016	Draft Sign Code Boards and Commissions, and Public Review
Oct. 18, 2018	Planning and Zoning Commission Work Session
Nov. 15, 2018	Planning and Zoning Commission Review/Discussion
Dec.4, 2018	Neighborhood Meeting (5-6:30PM Community Center)
Dec. 20, 2018	Planning and Zoning Commission (public hearing)
Jan. 2, 2019	Historic District Advisory Committee Review/Discussion
Jan. 17, 2019	Planning and Zoning Commission (public hearing and action)
Feb. 19, 2019	Town Council (public hearing and 1st reading)
March 25, 2019	Town Council Work Session
April 15, 2019	Town Council (2 nd Reading)
July 22, 2019	Ad Hoc Sign Committee Meeting
August 14, 2019	Ad Hoc Sign Committee Meeting
Sept. 10, 2019	Ad Hoc Sign Committee Meeting
*Nov. 18, 2019	Town Council (2 nd Public Hearing and Action)

FINANCIAL IMPACT:

Neutral, approval or denial of this request has no impact to the Town's finances.

RECOMMENDATION:

The Planning and Zoning Commission found the text amendment, Case #PZ-18-33-ORD (Ordinance 667-19) is in the interest of the general welfare, health and safety of the public. The Planning and Zoning Commission has forwarded a unanimous favorable recommendation on this proposed text amendment, as described in Exhibit A, to the Mayor and Town Council. The Ad Hoc Sign Committee recommends adoption of this ordinance with an amendment to include modified language, as shown in Exhibit B (proposed edits shown in red.)

ATTACHMENTS:

Exhibit A – Ordinance No. 667-19: Proposed amendment to the Development Code Section 150.031 “Definitions” and “Part 3. Sign Regulations” Sections 150.092 to 150.130

Exhibit B – Ad Hoc Sign Committee Recommended Edits

EXHIBIT A

ORDINANCE NO. 667-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE TOWN OF FLORENCE CODE OF ORDINANCES TITLE XV "LAND USAGE" CHAPTER 150: DEVELOPMENT CODE, SECTION 150.031 "DEFINITIONS" AND REPEALLING AND REPLACING "PART 3 SIGN REGULATIONS," SECTIONS 150.092 TO 150.130 (CASE PZ 18-33 ORD.)

WHEREAS, in accordance with A.R.S. 9-462, the legislative body may adopt by ordinance, any change or amendment to the regulations and provisions as set forth in the Development Code of the Town of Florence; and,

WHEREAS, notification of this amendment has been published in a local newspaper with general circulation in the Town of Florence, giving fifteen (15) day notice of time, date, and place of public hearing; and,

WHEREAS, a public hearing was held by the Planning and Zoning Commission on December 20, 2018; and

WHEREAS, the Planning and Zoning Commission, after having held a public hearing on the case, has forwarded the Mayor and Town Council a unanimous favorable recommendation for the text amendment ordinance; and

WHEREAS, the Town Council has determined that it is in the best interest of the residents of Florence to amend the Town of Florence Development Code Sections 150.031, and 150.092 to 150.130, such that it is advisable to repeal and replace the aforementioned sections, as further set forth in Exhibit "A", which is attached hereto and incorporated herein by reference; and

WHEREAS, the Town Council has determined that, for the reasons set forth above and for the purpose of protecting the public health, safety and welfare of the residents and visitors of Florence, it is in the best interests of the Town to amend the Code of Ordinances as provided herein;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, ARIZONA, AS FOLLOWS:

Section 1. Any proposal for the construction, installation, or replacement of signs within the Town shall be subject to the following: Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 of the Florence Development Code Part 3 Sign Regulations, Sections 150.092 to 150.130; the Town's licensing and permit requirements; the Town's reasonable design review and development standards; the Town's

EXHIBIT A

reasonable rates and fees as adopted by the Town; and all other applicable regulatory processes.

Section 2. Existing Title XV of the Town of Florence Code of Ordinances is hereby amended by the revisions, additions, deletions, and replacement of the Development Code text as set forth in Exhibit "A."

Section 3. Exhibit "A" is hereby approved, adopted and incorporated into the Town of Florence Code of Ordinances Title XV Land Usage, Chapter 150 Development Code by reference, as fully as if set forth in this Ordinance in its entirety.

Section 4. If any section, subsection, clause, phrase or portion of this Ordinance or any part of the amended and restated Town of Florence Code of Ordinances Title XV is for any reason held invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. One (1) paper copy and one (1) electronic copy of this ordinance are ordered to remain on file with the Town Clerk.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence this ___ day of _____, 20___.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford Mattice, Town Attorney

EXHIBIT A

SIGN CODE UPDATE

(The following text in red is a proposed addition to the Development Code “Definitions” section and text with a ~~strikethrough~~ are proposed for deletion.)

Definitions

150.031 Defined Words

~~**SIGN.** Any object, device, display or structure (including but not limited to letters, words, numerals, figures, symbols, pictures, outline, character, color, illumination, trademark, logo or any part or combination) used for visual communication which is intended to attract the attention of the public and is visible from the public rights-of-way or other properties.~~ Refer to §150.094 for Sign and signage related terms and definitions.

(The following text is proposed to repeal and replace the existing Development Code Part 3 Sign Regulations, sections 150.092 to 150.130.)

Part 3. Sign Regulations

Sections

150.092 Purpose, Scope and Authority

150.093 Applicability

150.094 Signage Definitions

150.095 Exemptions

150.096 Prohibited Commercial Signs

150.097 Prohibited Sign Locations

150.098 Standards, Limitation and Requirements for All Signs

150.099 Signs for Employment/Commercial and Mixed Use Districts

150.100 Signs for Residential Districts

150.101 Comprehensive Sign Plan Required

150.102 Submittal and Permit Requirements

150.103 Exceptions; Permits Not Required

150.104 Legal Nonconforming Signs

150.105 Signs Rendered Nonconforming

150.106 Abandoned Signs

150.107 Unsafe Signs

150.108 Enforcement and Penalties

150.109 -130 *Reserved*

150.092 Purpose, Scope and Authority

The purposes of these Sign regulations, hereafter referred to as the “Sign Code”, are:

(A) To encourage the effective use of Signs as a means of communication in the Town.

- (B) To maintain and enhance the aesthetic beauty of the built environment and the Town's ability to attract sources of economic development and growth.
- (C) To improve pedestrian and traffic safety.
- (D) To minimize the possible adverse effect of Signs on nearby public and private property.
- (E) To balance the rights of businesses and individuals to convey messages through Signs against the aesthetics and safety hazards that come from the proliferation of Sign clutter.
- (F) To enable the fair and consistent enforcement of the Sign Code.

150.093 Applicability

- (A) It shall be unlawful to display, erect, place, establish, paint or maintain a nonexempt Sign in the Town except in conformance with the standards, requirements, limitations and procedures of the Sign Code.
- (B) The effect of this Sign Code as more specifically set forth herein, is:
 - (1) To prohibit all Signs except as permitted by the Sign Code.
 - (2) To allow a variety of types of Signs in Employment/Commercial and Mixed Use districts, and a limited variety of Signs in residential districts, subject to content neutral standards requirements and limitations.
 - (3) To allow certain Signs that are appropriately sized and incidental to the principal use of the respective lots on which they are located, subject to the substantive requirements of these regulations, but without a requirement for permits.
 - (4) To establish standards, requirements and limitations and a permit system that honor constitutional rights and requirements.
 - (5) To provide for the enforcement of the provisions of the Sign Code.

150.094 Signage Definitions

For the purpose of the Sign Code, the following definitions shall apply unless the context indicates or requires a different meaning.

A-FRAME SIGN. A portable type of promotional business Sign.

ADJACENT. Adjacent means abuts, is contiguous to or shares a common boundary.

ALLOWABLE SIGN AREA. The total Sign Area permitted for all nonexempt Signs.

ARTERIAL ROADWAY. A street designated as an arterial roadway in transportation plans approved by the Town of Florence.

BANNER. Any Sign of fabric, plastic or similar material that is mounted to a pole, structure or a building at one or more edges. Banners are used to advertise special events or new business and are not permanently attached.

BEACON. Means any light with one or more beams directed into the atmosphere or directed at one or more points not on the same site as the light source; also, any light with one or more beams that rotate or move. Beacons are prohibited except when approved for limited usage with a Special Event Permit.

BILLBOARD. A flat surface or board, used outdoors, on which large commercial advertisements or notices are posted. In this Sign Code, Billboards shall be referred to as Off Premise Advertising Signs.

BLADE SIGN. A type of projecting Sign mounted on a building facade or storefront pole or attached to a surface perpendicular to the normal flow of traffic.

BUILDING. Building is defined in Section 150.031 of the Development Code.

BUILDING FRONTAGE. The length of the wall of a completely enclosed permanent building on a site that fronts directly on a public or private street or right-of-way.

BUILDING GROUND FLOOR AREA. The area of the ground floor enclosed within the walls of all buildings on the site.

BUILDING IDENTIFICATION SIGN. A non-commercial Sign that identifies the street address of the building, as well as other identifying information required for public safety purposes.

BUILDING MARKER. A Sign indicating the name of a building and date and incidental information about its construction, which Sign is cut into masonry surface or made of bronze or other permanent material, and affixed to or placed near a building.

BUILDING SIGN. Any Sign attached to or painted on any part of a building, as contrasted to Fence, Freestanding or Monument Signs.

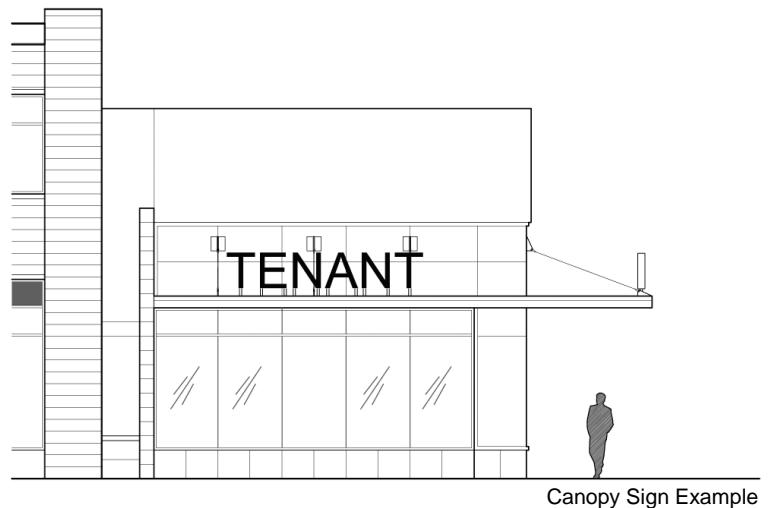
BUS STOP. A bench, shelter, kiosk, or pole Sign or similar structure placed by the Town of Florence or the locally endorsed public transportation authority, e.g., Central Arizona Regional Transit, along an established public transportation route to mark an area for members of the general public to wait for and get on or off of public transportation.

BUSINESS FRONTAGE. The length of the face or wall of a completely enclosed and permanent building occupied by an individual building occupant and contains a customer entrance. An occupant may have more than one business frontage if it occupies building frontage facing on two or more streets or public areas. If the building faces two or more streets or public areas, only the two main frontages may be used in calculating allowable Sign Area.

CABINET SIGN. A building Sign that is an enclosed cabinet with Copy on one or more sides and may enclose an integrated light source that can shine through the sides or face of the Sign.

CAFE UMBRELLA SIGNS. Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.

CANOPY SIGN. Any Sign that is a part of or is attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A Marquee Sign is not a Canopy Sign.



CHANGEABLE COPY SIGN, MANUAL. A Sign or portion thereof that has a reader board for the display of text information in which each alphanumeric character, graphic or symbol, may be changed or re-arranged manually with characters, letters or illustrations. Furthermore, the changes can occur without altering the face or surface of the Sign.

CHANNEL LETTERING. Copy that is individually cut, raised, carved or manufactured.

CIVIC DISPLAY. A temporary display of banners, balloons, flags, lights or similar decorations erected on a public street or other public property in connection with a holiday or civic event.

COLLECTOR ROADWAY. A street designated as a collector roadway in transportation plans approved by the Town of Florence.

COMMERCIAL CENTER. A group of contiguous lots organized into a shopping center, strip mall, business park, office condominium or similar grouping that share mutual access, ingress and egress easements.

COMMERCIAL MESSAGE. Any Sign wording, logo, or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service, or other commercial activity or is otherwise defined as "commercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the United States Constitution or Arizona Constitution regarding freedom of expression or speech.

COMMUNITY BUILDING. A building that is typically owned by a government entity, civic organization or Homeowner's Association that is used for meetings and activities related to the local community.

COMMUNITY DIRECTORY SIGN. A Sign, or a group of Signs designed as a single display, that gives information about local community organizations.

COPY. Characters, letters, symbols (including logos and trademarks), illustrations and writings.

CO-TENANCY. A business that leases or rents space to tenant(s) or business(es) that are housed within their building though they operate as an independent business.

DIGITAL SIGN. A Sign or portion thereof that displays electronic, static images, static graphics, text information, or static pictures, with or without information, defined by a small number of matrix elements using combinations of light emitting diodes (LED), fiber optics, light bulbs, liquid crystal display (LCD) or other Illumination devices within the display area. Digital Signs include computer programmable, microprocessor controlled electronic or digital displays. May also be known as an Electronic Message Center.

DIRECT LIGHTING. Direct lighting means that the light fixture or bulbs are visible when looking at the light source or Sign.

DIRECTIONAL SIGN. A permanent Sign that directs the flow of traffic or pedestrians and may or may not contain a Commercial Message. Directional Signs shall not exceed six square feet in Sign Area and three feet in Height.

DIRECTORY SIGN. A Sign, or a group of Signs designed as a single display, which gives information about the location of businesses, buildings or addresses within a residential, office, commercial or industrial complex with no Commercial Message. Directory Signs located internal to a project and not visible from adjacent roadways shall not count towards on-site signage calculations.

FENCE SIGN. A Sign that is mounted or painted on a fence, screen wall, retaining wall, sound wall or similar type of fence or wall structure.

FLAG. A piece of fabric varying in shape, color and design usually attached at one edge to a staff, pole or cord which contains a Noncommercial Message as defined herein, unless otherwise permitted in this code.

FREESTANDING SIGN. A Sign that is placed on or anchored to the ground or is supported by a Sign Structure that is placed on or anchored to the ground and is independent from any building or other structure. In this Sign Code, A Freestanding Sign may also be known as a Monument Sign, but this definition excludes Billboards or Off Premise Advertising Signs.

FRONTAGE. The portion of a site that fronts directly on a public or private street or right of way. See "building frontage," and "site frontage."

GAS/SERVICE STATION CANOPY SIGN. A Sign or Signs that are attached to a canopy located at a gas station or service station. These Signs are considered Wall Signs and shall be counted towards the allowable wall signage allowed for a development.

GATEWAY SIGN. A freestanding or monument type of Sign near the municipal boundaries of the Town of Florence that introduces or welcomes visitors to the community. In certain cases, this may be incorporated into a business' Freestanding or Monument Sign, in which case such signage would not be counted towards the business' allowable signage.

GRADE. Unless otherwise specified, the average of the highest and lowest elevations of the ground at the base of the Sign.

GROSS FLOOR AREA. The sum of the square footage of all the floors of a structure or building.

HALO ILLUMINATION. A form of internal Illumination where channel lettering is used and the light source is hidden behind and glows around the edges of letters or symbols giving the effect of a light halo.

HEIGHT. Unless otherwise specified, the vertical distance from the topmost part of the Sign cabinet or Copy (whichever is higher) to Grade.

HISTORIC DISTRICT. Any officially adopted and recognized Historic District located within the Town of Florence.

HOLIDAY DECORATION. Any display commonly associated with a nationally recognized holiday.

HUMAN SIGN. A Sign held by or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service or product. This can also include a person dressed in costume for the purpose of advertising or

drawing attention to an individual, business, commodity, service or product. May also be referred to as "Sign Walkers".

ILLEGAL SIGN. Any Sign or any type that was erected or put up after the effective date of the currently adopted Sign Code and does not comply with the Sign Code.

ILLUMINATION. Illumination refers to the type and location of the light source for the Sign: "All types" of Illumination means any form of light source including indirect, internal, exposed bulb including neon or other tubes of light.

INFLATABLE SIGN. A Sign consisting of balloons and/or inflatables made of plastic, rubber, metallic, cloth or other materials, regardless of the size, that is used for the purpose of attracting attention.

INCIDENTAL SIGN. A Sign posted on private property by the owner of the property that is generally informational, contains no Commercial Message, and has a purpose secondary to the use of the site on which it is located, such as traffic control Signs, parking or loading control Signs, Signs indicating the location of telephones or emergency equipment and other similar Signs. Official Signs are not incidental Signs.

INDIRECT ILLUMINATION. Illumination that is cast on a Sign from a source outside the Sign.

INTERACTIVE SIGN. A Digital Sign that changes the Sign message based on a passing vehicle or person. Radar speed Signs or other traffic control Signs are exempted from this definition.

INTERNAL ILLUMINATION. Illumination produced by a light source contained within a Sign and not directly visible from outside.

LIQUID-CRYSTAL DISPLAY (LCD). A low-power, flat-panel display used in many digital devices to display numbers or images. It is made of liquid containing crystals that are affected by electric current, sandwiched between filtering layers of glass or plastic. LCDs do not produce light of their own; instead, when electric current is passed through the material, the molecules of the "liquid crystal" twist so that they either reflect or transmit light from an external source.

LIGHT-EMITTING DIODES (LED) LIGHTING. A type of solid state lighting that utilizes light-emitting diodes (LED) as a source of Illumination rather than electrical filaments or gas. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

LED SIGN. A Sign that is lit by use of light-emitting diodes (LED) lighting visible from the outside. If the Sign is made up of matrix of bulbs or light source that individually light up to form images, it will be considered a Digital Sign.

LOT. Lot is defined in Section 150.031 of the Development Code.

LUMINANCE. The physical measurement of brightness or illumination leaving a surface in a particular direction, or reflected off that surface, and can be thought as measuring the brightness of a surface as seen by the eye. It is measured in candelas per square meters (cd/m^2) or nits (one nit = one cd/m^2).

MARQUEE. Any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designated and constructed to provide protection from the weather. Marquee Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the right-of-way.

MODES OF OPERATION. A term referring to the types of visual display, including:

Dissolve. Signs where static messages are changed by means of varying light intensity or pattern, where the first message gradually appears to dissolve and lose legibility simultaneous to the gradual appearance and legibility of subsequent message.

Fade. Signs where static messages are changed by means of varying light intensity, where the first message gradually reduces intensity to the point of not being legible and the subsequent message gradually increases intensity to the point of legibility.

Flashing sign. A Sign that uses blinking or intermittent illumination.

Message sequencing. Signs where a single thought, idea, concept, message or advertisement for a product or service that is divided into segments and presented over two or more successive display phases of a single dynamic Sign or across two or more individual dynamic Signs.

Scrolling. Signs where the message is changed by the apparent vertical movement of the letters or graphic element of the message.

Static. Signs that include no animation or effects simulating animation.

Travel. Signs where the message is changed by the apparent horizontal movement of the letters or graphic elements of the message.

Video display. Signs that change its message or background in a manner or method of display characterized by motion or pictorial imagery, which may or may not include text and depicts action or special effect to imitate movement, the presentation of pictorials or graphics displayed in a progression of frames which give the illusion of motion, including moving objects, moving patterns or bands of light or expanding or contracting shapes.

MONUMENT SIGN. A Sign that is attached directly to the ground or is supported by a Sign Structure that is placed on or anchored in the ground and is independent from any building or other structure. Within this Sign Code, all Monument Signs will be referred to as “Freestanding Signs”.

MOVING SIGN. A Sign where the Sign, Sign Structure, or any part of the Sign or Sign Structure physically moves or rotates by mechanical means. For example, a tri-vision Sign is a moving Sign. If the only moving part of a Sign is a clock, the Sign shall not be considered as a moving Sign.

MURAL. A painting or other work of art executed directly on a wall or the like that does not contain any Commercial Messages or images.

NEIGHBORHOOD BULLETIN BOARD. Any surface outside of a building provided specifically to allow the posting of neighborhood notices.

NEON. A type of Illumination that is produced by neon lights or by lamps containing similar gases such as helium, carbon dioxide, argon or krypton usually electrifying glass tubes or bulbs.

NONCOMMERCIAL MESSAGE. Any Sign Copy that is not a Commercial Message as defined above, and includes any definition of "noncommercial speech" by the Arizona Supreme Court, the United States District Court for the District of Arizona, the Ninth Circuit Court of Appeals, or the United States Supreme Court for purposes of interpreting the United States Constitution or Arizona constitution regarding freedom of expression or speech.

NONCONFORMING SIGN. Any Sign that was lawfully erected prior to the adoption of an ordinance codified in this Sign Code, or amendments thereto, which would not be permitted under the ordinance or amendment. This definition shall include Signs that were erected without a permit and which would require a permit under the current provisions of this Sign Code.

OFFICIAL SIGN. Any Sign owned by, or erected by or at the direction of the Town in furtherance of the official duties of the Town or another authorized governmental agency, including, but not limited to, traffic control Signs, Directional Signs, street identification Signs, warning Signs, parking control Signs, area identification Signs, and Signs prohibiting or controlling access to property.

OFF-PREMISE ADVERTISING SIGN. An outdoor advertising Sign that advertises an activity, service or product and that is located on premises other than the premises at which activity or service occurs or product is sold or manufactured.

ON-PREMISE ADVERTISING SIGN. An outdoor advertising Sign that advertises an activity, service or product and that is located on premises at which activity or service occurs or product is sold or manufactured. In the case of a shopping center or office

complex or similar arrangement of uses, this may also include a reasonably adjacent location within the same center or complex.

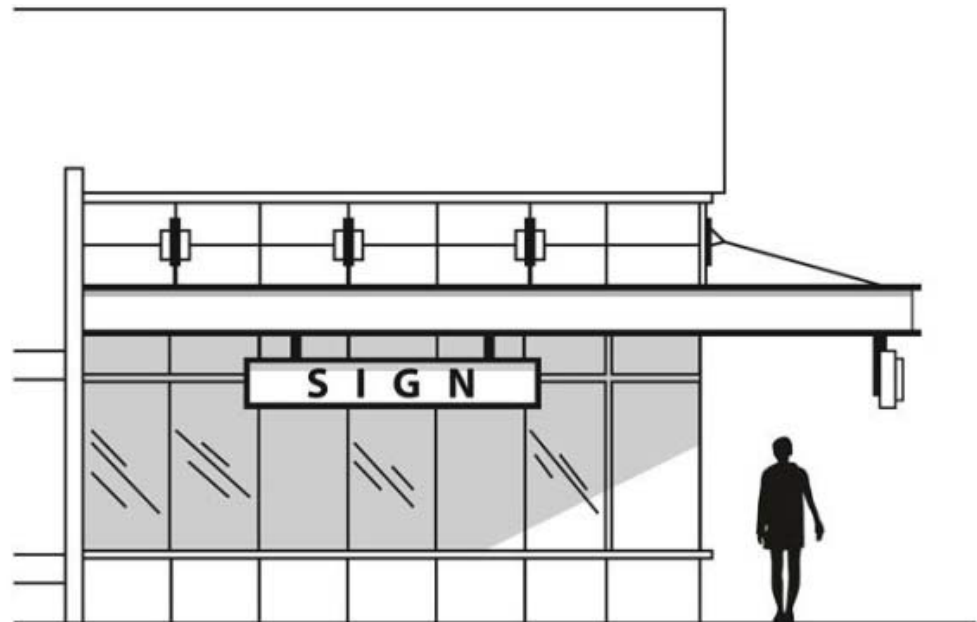
PARCEL. See “Lot”.

PENNANT. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

PORTABLE SIGN. A movable Sign that is not permanently attached to a structure or the ground, and includes: A-frame, portable reader boards and similar Signs. This definition does not include any Signs on trailers, vehicles or Digital Signs.

PROJECTING/SUSPENDED SIGN. Any Sign affixed to a building or wall in such a

manner that its face is not parallel to the wall. A Marquee is not considered a projecting Sign. Projecting Signs located on private property shall not extend beyond the property line into adjacent lots and, except in the redevelopment area or with a right-of-way permit, shall not extend into the



Projecting Sign Example

right-of-way. Projecting/suspended Signs shall have an eight foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.

PROMOTIONAL SIGNS. Promotional Signs are classified as Temporary Signs that are used to promote a new business, special offers, sales, special events and similar occasions. All Promotional Signs are considered Temporary Signs, but not all Temporary Signs are Promotional Signs.

PUBLIC TRANSPORTATION. Any type of local or regional public transportation service that is run by the Town of Florence or a locally endorsed public transportation authority, e.g., Central Arizona Regional Transit.

PYLON SIGN. A Freestanding Sign in excess of ten feet in Height that is detached from a building and is supported by one or more structural elements which are architecturally similar to the design of the Sign. A pylon Sign is considered a ‘Freestanding Sign.’”

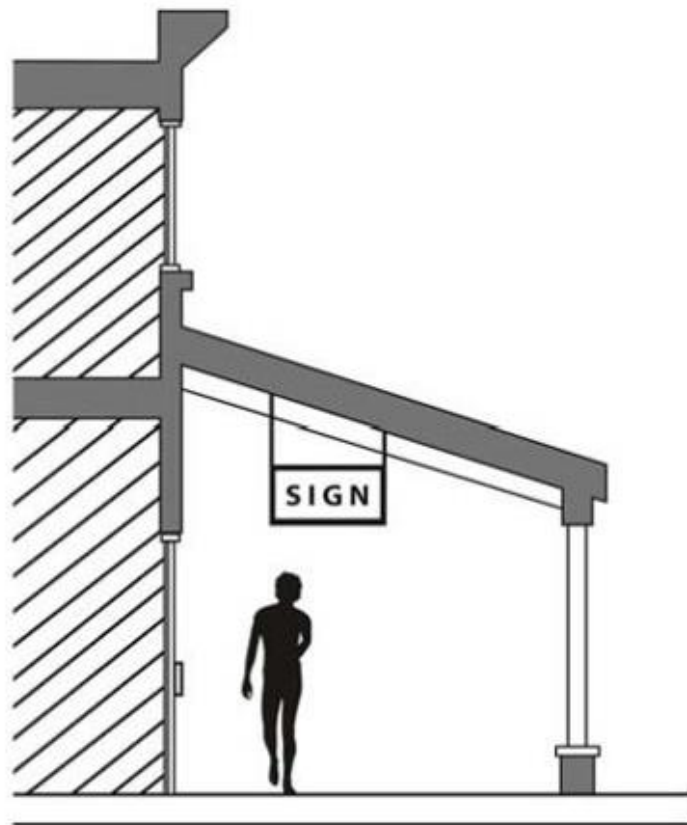
RESIDENTIAL DISTRICTS. For the purposes of the Sign Code, the following Zoning Districts shall be considered Residential Districts: RA-10, RA-4, R1-R, RRES, R1-18, R1-6, R-2 MFR, MHS and RV. PUD may be Employment/Commercial, Residential or Mixed Use District. The underlying land use shall define the type of District applicable.

RESIDENTIAL SIGN. A Sign located within a Residential District.

ROOF. A horizontal or sloping surface of a building which serves as a cover for the building or its entry, portico or other appurtenances. This definition shall include any part of a building which resembles a roof in form or function.

ROOF SIGN. A Sign painted on, supported by or attached to the roof or roof structure of a building. This definition shall not include a Sign attached flat against the wall of a penthouse; painted flat on the roof and only visible from the air; attached to a mansard roof or parapet as long as the Sign does not project above the roofline and there is no other viable location on the building.

SHINGLE SIGN. A Sign suspended from, and located entirely under a covered porch, covered walkway or an awning and is anchored or rigidly hung to prevent the Sign from swinging due to wind movement. Shingle Signs shall have an eight foot minimum clearance between the bottom of the Sign and the sidewalk, or finished grade where no sidewalk exists.

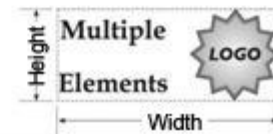
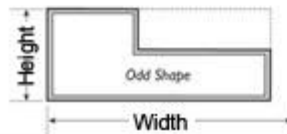
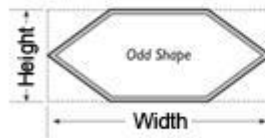
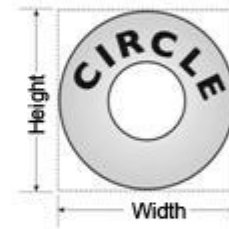
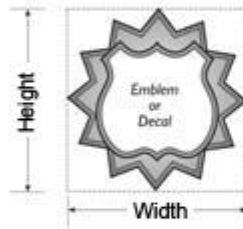


Shingle Sign Example

SIGN. Any visual communication, including appurtenances, which is used to attract the attention of the public, when the display is visible beyond the boundaries of the property.

SIGN AREA. The entire area within a continuous perimeter, enclosing the extreme limits of Sign display, including any frame or border. Curved, spherical or any other shaped Sign face shall be computed on the basis of actual surface area. The Copy of Signs composed of individual letters, numerals or other devices shall be the sum of the area of the smallest rectangle or other geometric figure encompassing all of the letters or devices.

Sign Area = Width x Height



SIGN HEIGHT. The Height of the Sign measured from the finished Grade located directly beneath the highest part of the Sign. Where an adjacent roadway sits notably higher than the adjacent Grade for the Sign location, the Height of the Sign may be measured from the elevation of the centerline of the nearest travel lane of the street or highway to which the Sign is oriented rather than from Grade.

SIGN STRUCTURE. A structure designed to support one or more Signs in place.

SITE. Site means (i) a lot or parcel owned by a person or entity, unless the lot or parcel is part of a combination or commercial center as defined herein; or (ii) a combination of lots or parcels that are contiguous, are owned in fee as a matter of record by the same person or entity, have the same zoning classification, and are designated by the owner to be a site for purposes of this Sign Code; (iii) a Commercial Center as defined above; or (iv) a Bus Stop if the property on which the Bus Stop is located is leased or licensed to the Town or locally endorsed regional transportation authority.

SITE FRONTAGE. The linear dimension of a site abutting on public or private street right-of-way.

STACKED SIGN. Two or more Signs affixed to the same Sign Structure that vary in Height from the ground.

SUBDIVISION. Subdivision is defined in Section 150.030 of the Development Code.

SUSPENDED SIGN. A Sign supported from, and below, a building soffit or permanent canopy. Also see "Projecting/Suspended Sign".

TEMPORARY SIGN. Any Sign that is used only temporarily, is located on-site or off-site of the business/entity being advertised and is not permanently mounted to a structure or ground.

TIME AND TEMPERATURE SIGN. A Sign or portion of a Sign which displays only the current time and/or temperature and carries no other Copy. A time and temperature Sign shall not be considered a flashing or animated Sign and shall not exceed fifteen square feet in Sign Area.

TRI-VISION SIGN. A Sign composed in whole or in part of a series of vertical or horizontal slats or cylinders that are capable of being rotated at intervals so that partial rotation of the group of slats or cylinders produces a different image and when properly functioning allows on a single Sign Structure the display at any given time one of two or more images.

V-TYPE SIGN. Two or three Signs in the shape of the letter "v" or of a triangle, when viewed from above, and supported by integral structures with their faces oriented in different directions.

WALL SIGN. A Sign that is attached parallel to, and within six inches of a wall, painted on the wall surface of, or erected and confined within the limits of an outside wall or roof of any building or structure, which is supported by such wall or building, and which displays only one Sign surface. Included in this definition is a Sign attached to the wall of a penthouse or other vertical structure on the top of a roof.

WINDOW SIGN. Any Sign that is placed upon the exterior or interior window panes of glass and is visible from the exterior of the window. Does not include Signs that are not attached to the interior of the window and viewable from the outside of the window.

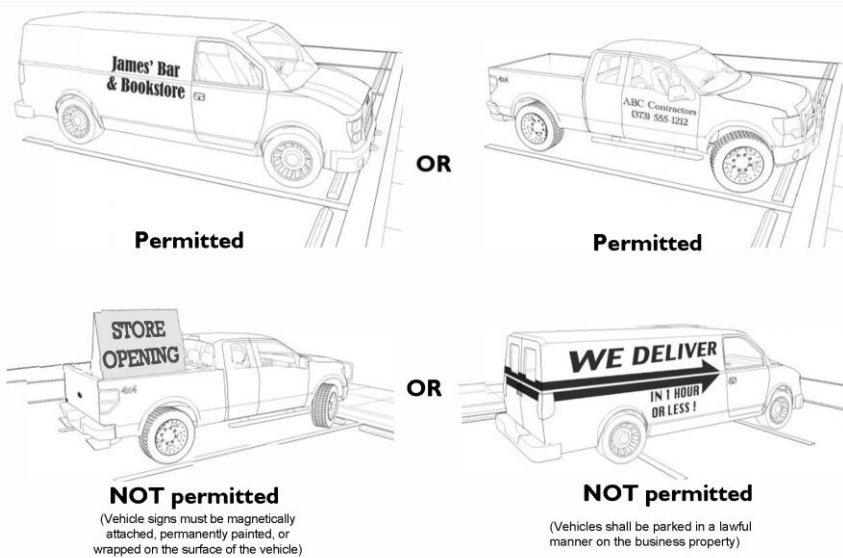
150.095 Exemptions

Unless specifically provided otherwise, the following types of Signs and displays are not subject to the provisions of this Sign Code and are not counted in any aggregate area or number of Sign computations:

- (A) Official Signs.
- (B) Holiday decorations that (i) do not include a Commercial Message and (ii) not installed earlier than 30 days before the holiday and (iii) are removed within 30 days after the holiday.
- (C) Incidental Signs whose size is not greater than the larger of (i) two square feet or (ii) as specified for the particular type of Sign in the most current Manual on Uniform Traffic Control devices published by the United States Department of Transportation.

- (D) Handicap parking Signs.
- (E) Signs posted on or near easements held by public utilities warning or informing the public about the easements or location of public utilities.
- (F) Building identification Signs.
- (G) Nameplates appearing on residences or mailboxes.
- (H) Civic displays.
- (I) The American Flag and the State of Arizona flags on ground mounted flagpoles not exceeding twenty feet in Height and displayed in compliance with Federal law.
- (J) Signs that are located within a building or structure and are not visible from a public street, sidewalk or alley.
- (K) Building Markers that do not exceed four square feet in size.
- (L) Any temporary on-site or off-site Signs not in excess of sixteen square feet in Sign Area and no more than four feet in Height that are used within 72 hours of the advertised special event, promotion or sale, including but not limited to realtor Signs, garage sale Signs, open house Signs and other similar Signs.
- (M) Signs or Copy permanently embroidered, screened, dyed, stenciled or painted into the fabric of umbrellas that are set up in sidewalk cafes.
- (N) Signs painted on or integral to vending machines, fuel dispensing pumps or fuel storage tanks.
- (O) Signs painted on the flat surface of the roof and only visible from the air.
- (P) Murals.
- (Q) Signs on public transportation or on/at Bus Stops.
- (R) Any Sign located in such a manner that the Sign is not readily visible, including any Sign Illumination, from any adjacent public right-of-way.
- (S) Gateway Signs.

(T) Vehicle wraps or other painted or adhesive-type signage on vehicles that are properly registered, licensed and being operated in accordance with applicable Town of Florence regulations.



(U) Human Signs.

(V) All Signs that are specifically regulated by the United States of America and/or the State of Arizona, including but not limited to, political Signs.

150.096 Prohibited Commercial Signs

The following types of Signs are prohibited within the Town:

- (A) Signs not specifically permitted in or which violate any provision in this Sign Code.
- (B) Signs attached to (i) Official Signs and their Sign Structures, (ii) trees or poles or standards that are used for a purpose other than Sign Structures, or (iii) utility structures.
- (C) Roof Signs.
- (D) Fence Signs.
- (E) Any display or Sign that imitates or resembles an official traffic signal, Sign device or other official warning Signs.
- (F) Interactive Signs.
- (G) Inflatable Signs, unless permitted in conjunction with a temporary use or special event.
- (H) Signs on cellular towers, water towers or other equipment except for standard and customary manufacturer logos, unless otherwise permitted in the Development Code.

150.097 Prohibited Sign Locations

- (A) General. Notwithstanding any provision in or right established in this Sign Code, no Sign shall be permitted in any of the following locations.
 - (1) Drains, ditches, flood channels. Except for Official Signs, no Sign shall be placed in any ditch, storm drain facility or flood channel, except for Signs displayed by a utility regarding any easements or dangers that lie within the drain, ditch or flood channel.
 - (2) Signs in the public right-of-way or on public property, except as follows:
 - (a) Official Signs.
 - (b) Building Markers and address Signs.
 - (c) Cafe umbrella Signs.
 - (d) Bus Stop Signs.
 - (e) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
 - (f) Any Signs expressly allowed by this Sign Code.

150.098 Standards, Limitation and Requirements for All Signs

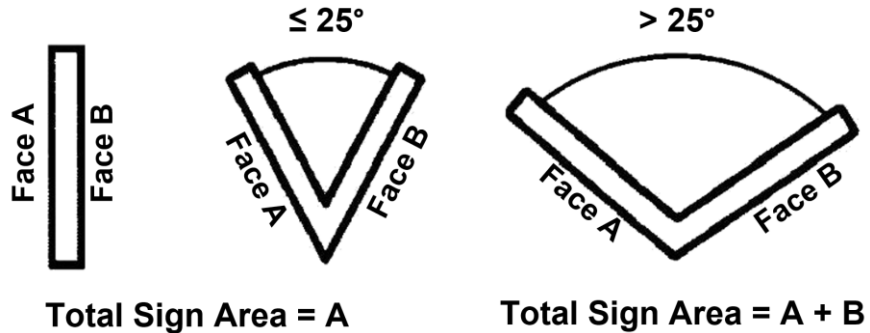
- (A) No Sign shall be placed on any lot without the written permission of the owner of the lot.
- (B) No Sign may resemble, simulate or conflict with the proper functioning of any Official Sign, or use yellow or red blinking or intermittent lights resembling danger or warning signals.
- (C) Signs that produce odor, sound, smoke, flame or other emissions are prohibited.
- (D) No obstruction or interference. No Sign shall:
 - (1) Obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control Sign, Bus Stop, fire hydrant, or any other type of street furniture;
 - (2) Block the light and ventilation of any residence on any adjoining property which is zoned for residential use; or
 - (3) Mislead or confuse users of the roadway.

- (E) Stacked Signs are allowed if (i) the other requirements of this Sign Code are satisfied (ii) the Sign is integrated with the structure, and (iii) all Signs on the same structure are similar in shape and material with one another, except for channel lettering.
- (F) All Signs shall comply with applicable provisions of all codes adopted by the Town of Florence.
- (G) Except as otherwise indicated by this Sign Code, all Signs shall be permanently attached to the ground, a building, or another structure by direct attachment to a rigid wall, frame or structure.
- (H) All Signs and Sign Structures shall be maintained in good, safe, structural condition and repair. All Signs and display surfaces shall be neat in appearance, and neatly painted or posted, and not ripped, tattered or faded. Premises immediately surrounding Freestanding Signs shall be kept clean and free of rubbish, weeds and debris.
- (I) All Signs shall be professionally constructed and installed.
- (J) All non-exempt Signs are subject to Design Review approval.
- (K) Historic District. Signs within the Historic District shall conform to the Town of Florence Historic District Guidelines, except as allowed by the Historic District Advisory Commission.
- (L) Under no scenarios shall the Town of Florence have content-based Sign regulations via this Sign Code, the Design Review process or other administrative processes. Any provision of this code that imposes a limitation on freedom of speech shall be construed in a manner that is viewpoint neutral.
 - (1) Notwithstanding anything in this code to the contrary, no Sign or Sign Structure shall be subject to any limitation based upon the viewpoint of the message contained on such Sign or displayed on such Sign Structure.
 - (2) Notwithstanding anything in this code to the contrary, it is the policy of the Town to regulate Signs in a manner that does not favor commercial speech over noncommercial speech and does not regulate protected noncommercial speech by message content.
 - (3) Within this code, any distinction between onsite Signs and offsite Signs applies only to Commercial Messages. It does not apply to Noncommercial Messages.
- (M) Illumination standards.

- (1) Direction of light. The light source for all Indirect Illumination Signs shall be effectively shielded to prevent beams or rays from being directed at any roadway or abutting property.
 - (2) Intensity. The intensity and brilliance of light shall not be so great as to interfere with the effectiveness of any Official Sign, or impair the vision of or distract any person on any roadway.
 - (3) Prohibited light sources. No Sign shall use a beacon, strobe light, racing/traveling or an exposed individual light source (excluding LED and neon) which exceeds seventy five watts.
 - (4) Digital Signs. See subsection 150.099(D)(10) for special standards.
- (N) Signs not included in computations. If the following types of Signs comply with all other requirements of this Sign Code, they need not be included in any allowance computations for Sign Area or number of Signs:
- (1) Building identification Signs.
 - (2) Building markers.
 - (3) Incidental Signs.
 - (4) Directional Signs.
 - (5) Internally located Directory Signs.
 - (6) Signs expressly permitted by the Federal Government and/or the Government of Arizona.
 - (7) Certain Window Signs as provided in the Sign Code.
 - (8) Signs exempted under Section 150.095 of the Sign Code.
 - (9) Murals.
 - (10) As specifically provided in other provisions in the Sign Code.
- (O) Computation of Sign Area of individual Signs. The allowable Sign Area shall apply to the maximum geometric area of all Sign faces. The area of a Sign comprised of individual letters or elements attached to a building wall, which are without an integrated background and are not enclosed in a frame or cabinet, the area of the letter can be calculated as long as the distance between the letters and/or elements is less than the largest dimension of the largest Sign letter. If such a display consists of more than one line or component, the area of each line or component may be

calculated separately. Where a display is enclosed in a frame or cabinet, or has an integrated background, the entire area within the frame, cabinet or background must be included in the calculation.

- (P) Computation of Sign Area of multi-faced Signs. The Sign Area for a Sign with more than one face shall be computed by adding together the area of all Sign faces visible from any one point. When two Sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when such Sign faces are part of the same Sign Structure and are not more than 25 degrees apart, the Sign Area shall be computed by the measurement of one of the faces. For Sign faces greater than 25 degrees apart, the Sign Area is computed to include both faces.

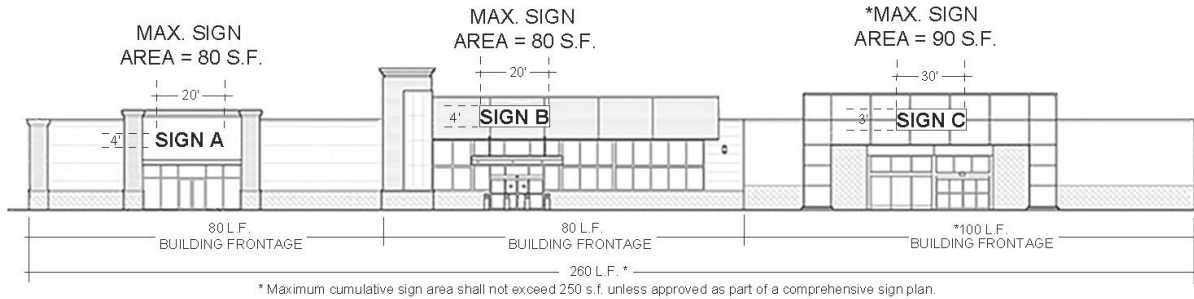


- (Q) Computation of number of Signs. All Signs contained within a single frame, structure, cabinet or integrated background shall be counted as one Sign. If a display is not so contained, a single message or business name shall be counted as one Sign. A business name combined with a brief slogan may be counted as one Sign if the elements are visually integrated.
- (R) A comprehensive sign plan (refer to §150.101) may establish unique regulatory requirements for a project.

150.099 Signs for Employment/Commercial and Mixed Use Districts

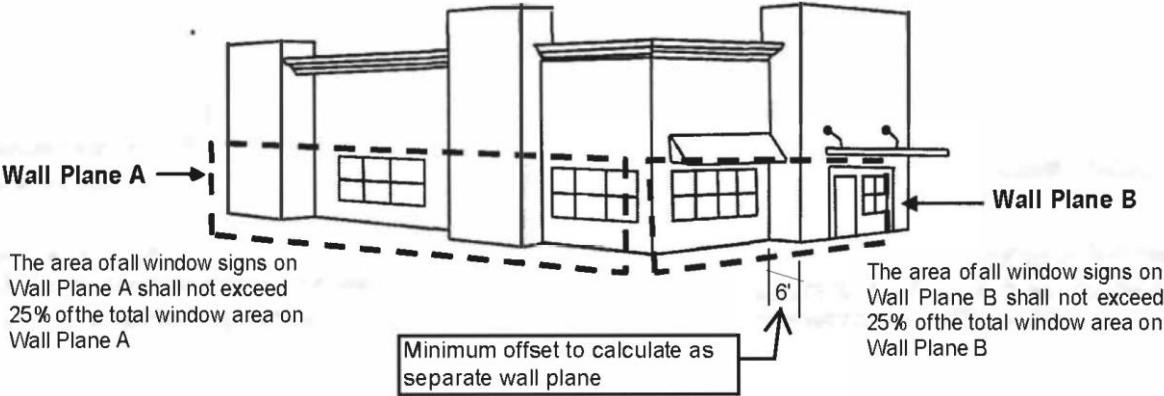
- (A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in an Employment/Commercial and Mixed Use district in violation of the specifications and requirements of this Sign Code.
- (B) Wall Signs.

- (1) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of 16 square foot shall be permitted in the event a Building Frontage is less than 16 feet. A maximum cumulative Sign Area of 250 square feet shall not be exceeded.



- (2) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be considered wall signage and will be counted in the cumulative allowable square footage.
- (3) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding (refer to subsection D for Freestanding Sign requirements) or wall mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate Sign Area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate Sign Area for signage allowed on a parcel, lot or for a particular business.
- (4) Wall signage may be located on any building elevation.
- (5) Wall signage shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
- (6) Wall Signs shall not extend above or beyond the wall or roof line.
- (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (8) Wall Signs shall not be digital.

(C) Window Signs. The total Sign Area of all Window Signs for a business shall not exceed 25 percent of the total area of all windows located on the same wall plane for that business in the building. Wall planes with an offset or break in the wall plane in excess of six (6) feet shall be considered separate wall planes. Window Signs shall include any advertisement display visible from the exterior of the building and located within six (6) feet of the window through which the advertisement is visible. Permits are not required for any Window Signs, and Window Signs are not governed by or counted against Sign Area or number limitations. Window Signs must, however, conform to other standards, requirements and limitations in this Sign Code.

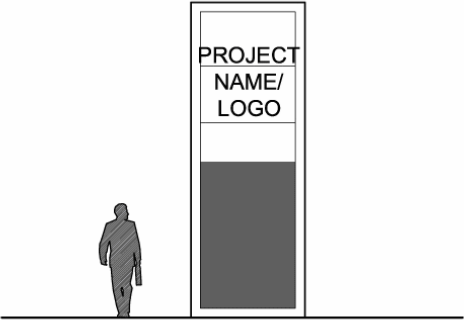


(D) Freestanding Signs.

(1) Up to one Freestanding Sign is allowed for each building frontage. No business shall have more than two Freestanding Signs, except as allowed by an approved comprehensive sign plan (refer to §150.101). Freestanding Signs may be Monument Signs or Pylon Signs finished in a manner that architecturally integrates the sign with the architectural theme of the site.

(2) Sign Height:

(a) The maximum Height of any Freestanding Sign shall not exceed 15 feet for any property with Building Frontage along State Highway 287, State Highway 79, excluding 79B, or Hunt Highway. The maximum Height of any Freestanding Sign shall not exceed 10 feet for any property with building frontage along a current or planned collector or arterial roadway, except as noted in the preceding sentence. In all other



cases, the maximum Height of any Freestanding Sign shall not exceed eight feet.

- (b) The width of the Sign base shall not be greater than 10 feet.
 - (c) The architectural elements of the Sign are included in the Height calculation.
- (3) Sign Area:
- (a) The maximum Sign Area of a Freestanding Sign shall be: up to 32 square feet for a Sign that is eight feet or less in Height; up to 40 square feet for a Sign over eight feet in Height, but under 10 feet in Height; and up to 55 square feet for a Sign over 10 feet in Height and up to 15 feet in Height.
 - (b) The architectural elements of the Sign are excluded from the Sign Area calculation, but not the maximum Height restrictions.
- (4) Each drive through restaurant lane may be permitted one preview menu board and one ordering menu board. These Signs may be freestanding or wall (refer to subsection C for wall Sign requirements) mounted and shall be located a minimum of 25 feet from the street property line and the board(s) shall be screened and oriented in a manner as to not be visible from the adjacent public streets. Call box speakers shall be directed away from adjacent residential zoned land and residences. The maximum aggregate area for both Signs (per lane) shall not exceed 50 square feet or a maximum Height of eight feet per Sign. These Signs shall not be included in calculating the total aggregate area for signage allowed on a parcel, lot or for a particular business.
- (5) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (6) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding Sign Structures shall be covered/wrapped and architecturally integrated with the structure.
- (7) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit.

- (8) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.
- (9) Freestanding Signs may be internally or externally illuminated provided such illumination meets the requirements of the Sign Code and the Town's Development Code.
- (10) In addition to all of the other limitations, standards and requirements for Freestanding Signs, if one or more of the permitted Freestanding Signs is proposed to be digital, they shall be subject to the following limitations, standards and requirements:
 - (a) Digital Signs shall be prohibited in the Historic District.
 - (b) One Digital Sign per Site and such Sign shall be considered as one of the allowed Freestanding Signs and be subject to all of the requirements for Freestanding Signs, as well as the requirements set forth in this Section.
 - (c) The use of fade, dissolve, travel, message sequencing or scrolling is prohibited for Signs over 32 square feet.
 - (d) The use of video display, flashing or blinking is prohibited for any Digital Sign.
 - (e) Digital Signs must contain a minimum constant display of no less than eight seconds. Maximum time allowed for messages to change is one second.
 - (f) Digital displays shall not operate at brightness levels of more than 0.3 foot candles above ambient light, as measured using a foot-candle meter at a pre-set distance depending on Sign Area. The pre-set distances to measure the foot-candles shall be calculated by the square root of the Sign Area times one hundred. Example using a 12 square-foot Sign: Measurement Distance = $\sqrt{(12 \times 100)} = 34.6$ feet. The measurement distance can be rounded to the nearest whole number.
 - (g) Digital Signs shall be sited in a manner that the intensity or brilliance does not interfere with the effectiveness of an official traffic Sign, device or signal.
 - (h) The Digital Sign shall include photo-sensors to provide automatic intensity adjustment based on ambient lighting conditions.
 - (i) Signs with a digital component shall consist of one unit.

- (j) Digital Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels. In the event the minimum spacing distances are found to be unachievable through the Site Plan and Design Review process, a lesser dimension may be approved.
- (k) The closest distance separation from any property zoned for single-family residential uses shall be a minimum of 300 feet.

(E) Temporary Signs.

(1) *Banners, pennants and displays for grand openings and special events.*

- (a) All businesses shall be permitted to display grand opening Signs at the time of original opening or when reopened by a new owner or lessee for a maximum period of 30 days.
- (b) Banners, pennants and other displays for special events may be allowed for a maximum period of 30 consecutive days on each occasion, with the exception of grand opening or reopening Signs. A minimum of 30 consecutive days shall pass between each special event banner, pennants or related display.
- (c) No pennant, banner or display shall be placed on or above the roof of any building.
- (d) For special events and promotions, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (e) For grand openings, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
- (f) Banners and pennants shall be displayed on the building or within the parking area, perimeter landscape or some other on-site area.
- (g) No banner or pennant Sign shall be located in a manner that impedes visibility or accessibility.

(2) A-Frame Signs

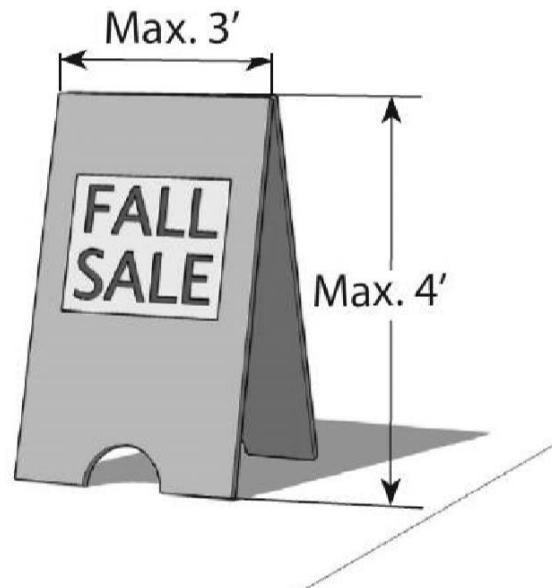
- (a) An A-Frame Sign shall be no greater than three feet in width and four feet in Height.
- (b) A-Frame Signs shall be limited to one per street frontage of the business.

(c) A-Frame Signs may only be displayed during the posted hours the business is open to conduct business.

(d) A-Frame Signs must include the name of the business being advertised.

(e) A-Frame Signs shall be located at Grade level.

(f) A-Frame Signs must be located on the property of the business being advertised, or on the immediately adjacent right-of-way. Signs placed along the immediately adjacent right-of-way shall be a minimum of three (3) feet behind curb or edge of pavement and not located on a sidewalk. In no event shall two A-Frame Signs be located closer than ten (10) feet to one another. Sight visibility triangles shall remain clear of all signage.



(g) A-Frame Signs shall not be located in parking aisles or parking stalls, in raised or painted medians; where they may present a hazard or impede pedestrian traffic; in driving lanes; or on fences, boulders, planters, on other Signs, on vehicles, on utility facilities or any structure.

(h) A-Frame Signs shall be professionally constructed and maintained in a manner free from chipping paint, cracks, gouges, and/or loss of letters.

(i) A-Frame Signs shall not include any form of illumination, animation, reflective materials or sound emitting devices.

(3) Construction or Development Signs.

- (a) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall be a maximum of 32 square feet and a maximum Height of eight feet above finished grade.
- (b) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

150.100 Signs for Residential Districts

- (A) Except as otherwise provided in this Sign Code, it shall be unlawful to construct or maintain a Sign in a residential district in violation of the specifications and requirements of this Sign Code.
- (B) Wall Signs.
 - (1) Wall Signs shall only be placed upon community buildings within residential subdivisions unless required by law.
 - (2) The maximum cumulative Sign Area of Wall Signs shall be calculated at one square foot of Sign Area per linear foot of Building Frontage. A minimum cumulative Sign Area of six square feet shall be permitted. A maximum cumulative Sign Area of 16 square feet shall not be exceeded.
 - (3) Marquee, Blade, Shingle, Canopy, Projecting and other related types of signage shall be prohibited.
 - (4) Wall signage may be located on a building elevation that faces a current or planned right-of-way.
 - (5) Wall Signs shall not extend horizontally a distance greater than 80 percent of the width of the building wall on which it is displayed.
 - (6) Wall Signs shall not extend above or beyond the wall or roof line.
 - (7) Wall Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
 - (8) Wall Signs shall not be digital.
- (C) Freestanding or Monument Signs.

- (1) One on-site Freestanding or Monument Sign is allowed per Arterial roadway frontage (Collector Roadway frontage when Arterial Roadway frontage does not exist). Freestanding or Monument Signs shall be located adjacent to the subdivision entrance(s).
- (2) Sign Height:
 - (a) The maximum Height of any Freestanding Sign shall not exceed eight feet in Height for any property.
 - (b) The width of the Sign base shall not be greater than ten feet.
 - (c) The architectural elements of the Sign are included in the Height calculation.
- (3) Sign Area:
 - (a) The maximum area of a Freestanding Sign shall be 32 square feet.
 - (b) The architectural elements of the Sign are excluded from the Sign Area calculation.
- (4) Freestanding Signs shall maintain a distance of at least 200 linear feet apart on the same parcel or at least 50 linear feet on different parcels.
- (5) All Freestanding Signs and Sign Structures must contain similar architectural elements and materials visually compatible with related buildings on the site. All supports used as a part of Freestanding or Monument Sign Structures shall be covered/wrapped and architecturally integrated with the structure.
- (6) Freestanding Signs must be located at least five feet from all property lines, easements and/or rights-of-way, except where such placement may be allowed with a Right-of-Way Permit. Additional clearance from other structures and utilities may be required.
- (7) Freestanding Signs must not be located within any sight distance or sight triangle areas defined by the Town of Florence.
- (8) Freestanding Signs may be internally or externally illuminated provided such Illumination meets the requirements of the Sign Code and the Town's Development Code.
- (9) Freestanding Digital Signs.

- a. Freestanding Digital Signs are only permitted in the MFR, MHS and RV Residential Zoning Districts.
 - b. Should one or more of the permitted Freestanding Signs be digital, freestanding Digital Signs shall also be in compliance with the Digital Sign requirements provided for Employment/Commercial and Mixed Use Zoning Districts.
- (D) Window Signs with Commercial Messages are prohibited in Residential Zoning Districts.
- (E) Temporary Signs for Subdivisions.
- (1) During the construction phase, each subdivision may have one on-site Sign located at the subdivision advertising the subdivision. The Sign shall have a maximum Sign Area of 96 square feet and may be single or double faced with a maximum Height of 10 feet and boxed edges. The Sign shall not be located within 100 feet of any property line of an existing residence. The Sign must be removed when 95 percent of the lots within the subdivision are sold and/or the on-site sales office(s) closes.
 - (2) Subdivision identification flags may be placed on or behind the property line of the subdivision. No more than twelve flags may be placed at any one subdivision. The flags shall have a maximum area of 12 square feet and may not be maintained higher than 25 feet above the adjoining ground. The flags must be removed when 95 percent of the lots in the subdivision are sold and/or the on-site sales office closes.
 - (3) Additional on-site subdivision advertising and Directional Signs may be permitted if approved in a comprehensive sign plan (refer to §150.101) or by a Development Agreement.
- (F) Construction or Development Signs.
- (1) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall have a maximum of 32 square feet and a maximum Height of eight feet.
 - (2) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

150.101 Comprehensive Sign Plan Required

- (A) Prior to issuance of Sign permits for any business or occupancy in a development, a comprehensive sign plan detailing the size, type, location, and color of all signage

within the development shall be submitted to the Town in conjunction with the Design Review process and adhere to the same review and approval procedures set forth in §150.013 of this Code, as applicable. An approved comprehensive sign plan shall be required for the following types of uses:

- (1) Three or more businesses on a single parcel of land
 - (2) Three or more businesses in a single cohesive development
 - (3) Commercial, Office, Institutional, or Multiple-family developments of 15 acres or more
 - (4) PUD's
 - (5) Single-family Residential subdivisions of 160 acres or more
 - (6) As otherwise prescribed in this Development Code
- (B) A comprehensive sign plan application shall be made in writing on forms provided by the Town.
- (C) A comprehensive sign plan that proposes a deviation from any of the requirements provided in this subsection shall be reviewed and approved by the Planning and Zoning Commission.
- (D) Amendments to an approved comprehensive sign plan shall be reviewed and approved in the same manner as the original approval.

150.102 Submittal and Permit Requirements

- (A) Sign permit approval is required for constructing or altering any non-exempt Sign.
- (B) A Sign permit application shall be made in writing on forms provided by the Town.
- (C) Before issuing any Sign permit required by this Sign Code, the Town shall collect a fee in accordance with an adopted Schedule of Fees. If work, for which a permit is required by this Development Code, is started before a permit has been issued, the fees specified above shall be doubled. The payment of the double fee shall not relieve any persons from complying fully with the requirements of this Sign Code in the execution of the work or from any penalties prescribed herein.
- (D) All Signs for which a permit is required shall be subject to inspections during various stages of construction as prescribed by the Town.

150.103 Exceptions; Permits Not Required

Sign permits are not required for the following Signs provided that the Signs are subject to all other provisions of this Sign Code (Note: This does not exempt any applicable permits for electrical work.):

- (A) Standard Sign maintenance;
- (B) Change of Sign Copy within an identical Sign frame;
- (C) Adhesive or painted Signs on windows;
- (D) Signs allowed only by the authority of the Federal Government, the State of Arizona or another political subdivision, but otherwise not permitted by this Sign Code;
- (E) Vehicle wraps or other painted or adhesive-type signage on vehicles;
- (F) Signs required for the posting of neighborhood meetings or public hearings related to Town of Florence applications; or
- (G) Promotional and Temporary Signs allowed by this Sign Code, except as otherwise noted.

150.104 Legal Nonconforming Signs

- (A) Legal Nonconforming Signs shall mean a Sign that is lawfully existing at the time of the enactment of this Development Code that does not conform to the regulations as specified in this Sign Code.
- (B) A legal Nonconforming Sign may continue to be utilized in perpetuity only in the manner and to the extent that it existed at the time of the adoption of this Sign Code or any amendment thereto.
- (C) A legal Nonconforming Sign may not be altered in any manner not in conformance with this Sign Code. This does not apply to reasonable repair and maintenance of the Sign or to a change of Copy provided that by changing the Copy, structural alterations are not required.
- (D) Any construction permit that invokes certificate of occupancy requirements shall specify and require that any Nonconforming Sign located within the boundaries of the development site and within the limits of the applicant's control, shall be brought into conformance with the provisions of this Sign Code. This may include removal if the Sign is now classified as a prohibited Sign.
- (E) Legal Nonconforming Signs located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel. Said relocation shall not extinguish the legal nonconforming status of that Sign provided that the Nonconforming Sign:
 - (1) Is not increased in area or Height to exceed the limits of the district in which it is located;

- (2) Remains structurally unchanged except for reasonable repairs or alterations;
 - (3) Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
 - (4) Is relocated in a manner so as to comply with all applicable safety requirements.
- (F) After relocation pursuant to this division, the legal Nonconforming Sign shall be subject to all provisions of this Sign Code in its new location.

150.105 Signs Rendered Nonconforming

- (A) Except as provided in this Sign Code, a Nonconforming Sign may continue in the manner and to the extent that it existed at the time of the ordinance adoption, amendment or annexation which rendered the Sign nonconforming. This Sign Code shall not prohibit reasonable repairs and alterations to Nonconforming Signs.
- (B) A Sign approved by variance or comprehensive sign plan before the effective date of this Sign Code, shall not be considered nonconforming and shall not be subject to the regulations set forth in this Sign Code.
- (C) A Nonconforming Sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this Sign Code.
- (D) If the structure of a Nonconforming Sign is changed, the Height and Sign Area shall not be increased to exceed the Height and Sign Area limits of the site on which it is located. If the Sign exceeds the site's Height and/or area limitations, the excess Height and/or Sign Area shall be reduced a minimum of 50%. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.
- (E) If a Nonconforming Sign is located on a parcel that is experiencing development for which site plan and/or Design Review is required, the Height and Sign Area of the Sign shall not be increased to exceed the Height and Sign Area limitations of the site. If the Sign exceeds the site's Height and/or Sign Area limitations, the excess Height and/or Sign Area shall be reduced to a minimum of 50 percent. Two reductions shall be permitted; after the third structural change, the Sign shall conform to current standards. Nothing in this Sign Code shall require a Nonconforming Sign to be reduced to a Height or Sign Area less than that allowed on the site.

- (F) Site plan and/or Design Review required by one of the following types of development shall not cause reduction in a Sign's nonconforming Height and/or Sign Area:
- (1) An addition of less than 2,000 square feet when the addition is less than 50 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 50 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
 - (2) An addition of more than 2,000 square feet when the addition is less than 10 percent of the size of the usable space of the site which is the subject of Design Review. A series of additions, which total more than 10 percent of the usable space of the site, shall require reduction of non-conformities. Usable space shall not include areas such as restrooms and storage rooms.
 - (3) A modification required by federal, state or local regulations or programs.

150.106 Abandoned Signs

- (A) Criteria for establishing abandonment. A Sign or Sign Structure shall be considered abandoned when any of the following occurs:
- (1) Any business advertised thereon is no longer in business and has not been in business anywhere within the Town for more than six months;
 - (2) Any product or service advertised thereon is no longer offered and has not been offered for the past six months;
 - (3) The structure no longer supports a Sign for a period of six months;
 - (4) The Sign, structure or advertising display is visibly damaged or partially missing; and/or
 - (5) Internal or halo illumination is partially or wholly burned out or inoperative.
- (B) Removal of abandoned Signs. Any Sign or Sign Structure that has been abandoned shall be removed or restored to use within 30 days after a notice of abandonment is issued to the owner of the site. Notice shall be given by the Community Development Director using certified mail. The Community Development Director may allow an abandoned Sign or Sign Structure to remain in place provided that the Sign or Sign Structure is maintained in good condition, and that there is a reasonable possibility that the Sign will be restored to use within a one-year period.

- (C) Historic Signs. Abandoned Signs that are deemed by the Community Development Director to be historically significant may be permitted to remain for a specified duration, provided such Signs do not present any safety considerations.
- (D) Variances and minor deviations. Variances and deviations from the provisions of this Section may not be granted.

150.107 Unsafe Signs

If the Community Development Director, or designee, determines any Sign or Sign Structure to be in an unsafe condition, he or she shall immediately notify, in writing, the owner of the Sign who shall correct the condition within 48 hours. If the correction has not been made within 48 hours, the Community Development Director shall cause the Sign to be removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the Sign owner, owner or lessee of the property upon which the Sign is located. The cost shall be an assessment against the property which may be recorded by the Town pursuant to A.R.S. § 9-499.

150.108 Enforcement and Penalties

- (A) To the extent not inconsistent with this Sign Code, the provisions of §150.999 shall apply to enforcement of this Sign Code.
- (B) Illegal Signs may be removed by Town officials.

150.109 to 150.130 Reserved

Exhibit B

Ad Hoc Sign Committee Recommended Changes to Ordinance 667-18

(SIGN CODE UPDATE)

(The following text edits tracked in red are proposed additions to Ordinance 667-18 and text with a strikethrough are proposed for deletion.)

150.099 Signs for Employment/Commercial and Mixed Use Districts...

(E) Temporary Signs.

- (1) *Banners, pennants and displays for grand openings and special events.*
 - (a) All businesses shall be permitted to display grand opening Signs at the time of original opening or when reopened by a new owner or lessee for a maximum period of 30 days.
 - (b) Banners, pennants and other displays for special events may be allowed for a maximum period of 30 consecutive days on each occasion, with the exception of grand opening or reopening Signs. A minimum of 30 consecutive days shall pass between each special event banner, pennants or related display.
 - (c) No pennant, banner or display shall be placed on or above the roof of any building.
 - (d) For special events and promotions, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
 - (e) For grand openings, the maximum banner size shall be 48 square feet, and shall be limited to one per street frontage of the business.
 - (f) Banners and pennants shall be displayed on the building or within the parking area, perimeter landscape or some other on-site area.
 - (g) No banner or pennant Sign shall be located in a manner that impedes visibility or accessibility.
- (2) A-Frame Signs
 - (a) An A-Frame Sign shall be no greater than three (3) feet in width and four (4) feet in Height.
 - (b) A-Frame Signs shall be limited to one (1) per street frontage of the business, and one additional Sign located Off-Premise within five

hundred (500) feet of the business.

i. The Off-Premise Advertising Sign is restricted to placement on private property only and must have written property owners permission to locate on their property.

ii. The Off-Premise Advertising Sign may be an A-Frame or Bandit Sign.

1. A Bandit Sign is defined as having less than six (6) square feet and are made of a variety of materials such as vinyl, paper, corrugated plastic, poster board, plastic core, cardboard, wood, or plywood; and include signs with wood or wire framing, posts, or stakes.

~~(b)~~(c) A-Frame Signs may only be displayed during ~~the~~ posted hours the business is open to conduct business.

~~(e)~~(d) A-Frame Signs must include the name of the business being advertised.

~~(d)~~(e) A-Frame Signs shall be located at Grade level.

~~(f)~~ A-Frame Signs ~~must be located on the property of the business being advertised, or on the immediately adjacent right-of-way. Signs placed along the immediately adjacent right-of-way shall be a minimum of three (3) feet located behind curb or edge of pavement and maintain not located on a sidewalk minimum of a four (4) foot pedestrian path to accommodate ADA.~~



i. In no event shall two (2) A-Frame Signs be located closer than ten (10) feet to one another.

ii. Sight visibility triangles shall remain clear of all signage.

~~(e)~~(g) A-Frame Signs shall not be located in parking aisles or parking stalls, in raised or painted medians; where they may present a hazard or

impede pedestrian traffic; in driving lanes; or on fences, boulders, planters, on other Signs, on vehicles, on utility facilities or any structure.

(h) A-Frame Signs shall be professionally constructed and maintained in a manner free from chipping paint, cracks, gouges, and/or loss of letters.

i. Sign materials should be either wood or metal (not flat sheet siding).

ii. Materials such as plastic, foam, paper, cardboard, laminated paper, or vinyl are discouraged.

iii. Recycled products may be considered provided they have a similar design affect as wood or metal.

iv. A-Frame Signs shall be made to be secure and shall not blow or move in the wind.

~~iv.~~ v. Balloons of any type are prohibited.

(i) A-Frame Signs shall not be permanently affixed to the ground or chained to anything.

(j) No Sign shall detract from the historic character of the Main Street Historic District or otherwise be a visual/physical nuisance.

i. Challenges to design compatibility within the Town of Florence Historic District shall be referred to the Historic District Advisory Commission (HDAC) for review.

(k) Any business not in compliance with existing Sign requirements shall not be permitted an A-Frame Sign.

(l) A-Frame Signs shall not include any form of illumination, animation, reflective materials or sound emitting devices; except for downward facing integral or attached solar fixture, or internal, backlit, non-moving screen.

(m) A-Frame Signs shall not lean against the building or any other structure but must be self-supportive.


(n) A-Frame Signs shall have an open base, with cut-outs or legs.

(o) Periodic "Special Events" sponsored or authorized by the Town of Florence are exempt from these regulations.

(3) Construction or Development Signs.

- (a) One Sign may be posted on the lot or parcel where the construction or repair will be conducted. The Sign Area shall be a maximum of 32 square feet and a maximum Height of eight feet above finished grade.
- (b) Signs shall be allowed from three months preceding physical site construction or development to one month after the completion of construction or issuance of a Certificate of Occupancy, whichever occurs first.

DRAFT

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8a.
MEETING DATE: November 18, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Services Agreement with Florence Music Festival, LLC for the 2020 Florence Music Festival		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of a Services Agreement with Florence Music Festival, LLC, for 2020 Florence Music Festival in the amount of \$24,500.

BACKGROUND/DISCUSSION:

Earlier in the year, the Town Council expressed an interest in adding new special events, particularly running events such as a 5K, a music festival, and an art festival. Staff subsequently included an additional \$75,000 for new events in the current fiscal year budget.

Staff has proposed partnering with outside organizations and/or promoters to coordinate these new events, as they often take significant staff time and special resources.

In August, staff issued a Request for Proposals (RFP) from qualified applicants to coordinate a music festival, however there was no response. In October, staff made a few changes and reissued an RFP.

Florence Music Festival LLC submitted the only proposal. After reviewing their submittal and following up with questions, staff is recommending entering into a services agreement with Florence Music Festival LLC to produce a music festival. Staff feels that this partnership will achieve the Town Council’s goal of adding a music festival and thus providing another event for town residents and attracting visitors to Florence.

Florence Music Festivals LLC requested \$30,000 from the Town to support the festival; however, staff is recommending funding of \$24,500 as part of the agreement.

A VOTE OF NO WOULD MEAN:

The Town would not partner with Florence Music Festivals LLC and would have to consider other options to coordinate a music festival.

A VOTE OF YES WOULD MEAN:

The Town will move forward with partnering with Florence Music Festivals LLC to coordinate the Florence Music Festival, scheduled for March 15-16, 2020.

FINANCIAL IMPACT:

Staff included an additional \$75,000 for new events in the current fiscal year budget. It was estimated that the amount would be distributed equally among the three new events, or \$25,000 each. This agreement is for \$24,500 and falls within the budget for new special events.

ATTACHMENTS:

Services Agreement with Florence Music Festival for 2020 Florence Music Festival

COMMUNITY SERVICES DEPARTMENT SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between Florence Music Festival LLC ("Vendor") and the Town of Florence, a political subdivision of the State of Arizona ("Town"), effective as of November 6, 2019 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

Scope of Services: Vendor shall provide the Services described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" (the "Services" or "Scope of Services", or "Program"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Fees: The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed \$24,500.00. Vendor shall be paid in full within 30 days of the completion of the Program. The Town of Florence will waive Facility Fees associated with event.

Termination for Convenience: Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment.

Independent Contractor: It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

Cancellation of Agreement: This Agreement is subject to cancellation by Town pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

Indemnification: The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation

claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

Notice: Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

Insurance:

- A. The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 3. Statutory Workman's compensation.
- B. The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- C. Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.
- E. The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the

right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

CONSTRUCTION: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

DISPUTES, GOVERNING LAW: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives for each party.

LICENSES: Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

PERMITS AND RESPONSIBILITIES: Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

NON-EXCLUSIVE REMEDIES: The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred

by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

SURVIVAL: All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this _____ date of _____, 2019.

REVIEWED:

VENDOR:

By: _____
Community Services Director

By: _____

TOWN OF FLORENCE:

By: _____
Town Manager/Deputy Town Manager

AS TO FORM:

By: _____
Town Attorney



EXHIBIT A

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

REQUEST FOR PROPOSAL 2020 FLORENCE MUSIC FESTIVAL

Town of Florence
P O Box 2670
775 N. Main Street
Florence, Arizona 85132

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	CS2019-03
Release Date:	October 4, 2019
Advertisement Dates:	October 10 and October 17, 2019 Florence Reminder and Blade-Tribune
Final Date for Inquires	October 18, 2019
Proposal Deadline:	October 30, 2019 10:00 a.m. (local time, Phoenix, Arizona)
Proposal Opening:	October 30, 2019 10:30 a.m. (local time, Phoenix, Arizona)
Town Representative:	Alison Feliz, alison.feliz@florenceaz.gov (520) 868-7585

In accordance with the Town of Florence Procurement Code, competitive sealed proposals for the services specified herein will be received by the Town Clerk, at the Town Clerk's Office, at the above-referenced location until the date and time referenced above (the "Proposal Deadline"). Proposals received by the Proposal Deadline shall be publicly opened and the proposal price read. Proposals shall be in the actual possession of the Town Clerk on, or prior to, the Proposal Deadline date. Late proposals shall not be considered except as provided in the Town Procurement Code. Proposals shall be submitted in a sealed envelope with the Solicitation Number and the proposer's name and address clearly indicated on the front of the envelope.

*** The Town of Florence reserves the right to amend the solicitation schedule as necessary.**

OFFER FORM

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

Arizona Transaction (Sales) Privilege Tax License Number: _____ Federal Employer Identification Number: _____ <div style="text-align: center;">Contractor Name</div> _____ <div style="text-align: center;">Address</div> _____ <div style="display: flex; justify-content: space-between;"> City State Zip Code </div>	For Clarification of this Proposal contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ <div style="text-align: center;">Authorized Signature for Contractor</div> _____ <div style="text-align: center;">Printed Name</div> _____ <div style="text-align: center;">Title</div>
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**ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FLORENCE USE ONLY)**

Effective Date: _____ Contract No. _____ Official File: _____

TOWN OF FLORENCE, an Arizona municipal corporation

Brent Billingsley, Town Manager

ATTEST: APPROVED AS TO FORM:

_____ _____

Lisa Garcia, Town Clerk Clifford L. Mattice, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Request for Proposal, the following definitions shall apply:

1.1 "Proposal" or "Offer" means a responsive proposal or quotation submitted by a Proposer in response to this Request for Proposal.

1.2 "Proposal Deadline" means the date and time set forth on the cover of this RFP for the Town Clerk to be in actual possession of the sealed Proposals.

1.3 "Proposal Opening" means the date and time set forth on the cover of this Request for Proposal for opening of sealed Proposals.

1.4 "Proposer" means any person or firm submitting a competitive Proposal in response to this RFP.

1.5 "Confidential Information" means that portion of a Proposal, Proposal Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 "Contract Documents" means, collectively, the (i) Offer/Proposal, (ii) this RFP, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional proposal items will become part of the Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Proposal in response to this RFP and who, as a result of the competitive proposal process, is awarded a contract for Materials or Services by the Town.

1.8 "Day(s)" means calendar day(s) unless otherwise specified.

1.9 "Request for Proposal" or "RFP" means this request by the Town for participation in the competitive proposal process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Proposals for the Services and/or Materials in compliance with the Town's Procurement Code.

1.10 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.11 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Proposer.

1.12 "Price" means the total expenditure for a defined quantity of a commodity or service.

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1.13 “Procurement Administrator” means a Town employee, as designated on the cover of this RFP, who has specifically been designated to act as a contact person to the Proposers and/or Contractor relating to their RFP.

1.14 “Procurement Agent” means the Town Manager or authorized designee.

1.15 “Procurement Code” means the Town’s Procurement Code, as amended from time to time.

1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the RFP.

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

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

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

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

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

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

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

ARTICLE II – PROPOSAL PROCESS; PROPOSAL AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of the production of a Music Festival in Florence that attracts residents and visitors to Historic Downtown Main Street in Florence, Arizona. The Town is issuing this RFP to secure a qualified General Contractor to perform the Work and provide all Materials as more particularly described in the Scope of Work attached hereto as Exhibit A, and incorporated herein by reference.

2.2 Amendment of RFP. No alteration may be made to this RFP or the resultant Contract without the express, written approval of the Town in the form of an official RFP

addendum or Contract amendment. Any attempt to alter this RFP/Contract without such approval is a violation of this RFP/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Proposer or Contractor.

2.3 Preparation/Submission of Proposal. Proposers are invited to participate in the competitive proposal process for the Services specified in this RFP. Proposers shall review their Proposal submissions to ensure the following requirements are met.

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

1. Proposer does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Proposer has a past record of failing to fully perform or fulfill contractual obligations.
3. Proposer cannot demonstrate financial stability.
4. Proposal submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Proposal.

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

C. Required Submittal. Proposers shall provide **ONE ORIGINAL, ONE COPY AND ONE DIGITAL COPY OF ALL OF THE FOLLOWING** documents to be considered a responsive Proposal:

1. Complete, fully executed original of this RFP, with the Offer signed in ink by a person authorized to bind the Proposer.
2. Scope of Work (Exhibit A)
2. Project Budget (Exhibit B)
3. Subcontractor Listing (Exhibit C)
4. Licenses; Certifications; DBE/MBE Status (Exhibit D)

5. References (Exhibit E)
6. Acknowledgment for each Addendum received, if any (Exhibit F)
7. Lawful Presence Form (Exhibit G)
8. Deviation Form (Exhibit H)
9. Proposal Bond (Exhibit I)
10. Participation in Boycott of Israel (Exhibit J)

D. Proposer Responsibilities. All Proposers shall (1) examine the entire Proposal package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire, completed Proposal package and required copies by the official Proposal Deadline. Late Proposals shall not be considered. Proposals not submitted with an **original, signed** Offer page by a person authorized to bind the Proposer shall be considered “non-responsive.” Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Deadline.

E. Sealed Proposals. All Proposals shall be sealed and clearly marked with the RFP title and number on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal.

F. Address. All Proposals shall be directed to the following address: Town of Florence, Town Clerk, P O Box 2670, Florence, Arizona, 85132 or hand delivered to the Town Clerk’s Office at 775 N. Main Street, Florence, Arizona 85132.

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

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

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

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the RFP, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor

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submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Proposer shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

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

Town of Florence Town Hall,
775 N. Main Street
Florence, Arizona 85132
Town of Florence website at: www.florenceaz.gov/rfp

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

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

E. Proposal Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Proposers' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposers' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be

incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

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

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

2.7 Project Budget. Work shall be provided at the unit prices as set forth in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Proposal Budget shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail.

2.8 Subcontracts. Proposers shall submit a listing of all proposed Subcontractors or suppliers that the Proposer intends to utilize relating to the Project, in the form attached hereto as Exhibit C. Failure on the part of the Proposer to complete or improperly complete the Subcontractor Listing will constitute sufficient cause for rejection. Proposed Subcontractors shall be qualified and have the requisite licenses and be licensed to do business in the State of Arizona. The Proposer may list itself by writing "Self" adjacent to the category of work for which the Proposer assumes responsibility for performance of the Work assumes the responsibility of the Subcontractor. Subcontractor Listings submitted by unsuccessful Proposers will be returned, unopened, unless required in order to determine responsibility and responsiveness of the Subcontractors and the Proposer's Offers. The Town reserves the right to review and reasonably object to the Subcontractors proposed, and the selected Contractor shall not retain a Subcontractor to which the Town has a reasonable objection.

2.9 Payment; Discounts. Contracts are paid via: 50% of cash amount paid 30 days prior to the event; balance paid once final reports are received and approved.

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

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

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

2.13 Public Record. All Proposals shall become the property of the Town. After Contract award, Proposals shall become public records and shall be available for public inspection in accordance with the Town’s Procurement Code, except that any portion of a Proposal that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Proposal opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Proposer believes that a Proposal, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Proposer as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Proposer in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Proposer shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Proposers shall provide license and certification information with the Proposal, attached as Exhibit D and incorporated herein by reference. Upon the Town’s request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission. The successful bidder will be required to obtain a Town business license within 30 days of award.

2.16 Proposer Qualifications.

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

B. Investigation. The Town’s representative may conduct any investigation deemed necessary to determine the Proposer’s ability to perform the Work in accordance with the Contract Documents. The three lowest Proposers may be requested to submit additional documentation within 72 hours to assist the Town in its evaluation.

2.17

A. Recommendations for selection of the Music Festival will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories.

Criteria:	Points
A. Cover Letter & Introduction	5
B. Experience, Background and Qualifications	25
C. Proposed Event Plan	30
D. Plan for Economic Vitality	20
E. Event Financing Plan	10
F. Financial Capability of Proposer	10
G. Professional References	P/F

2.18 Certification. By submitting a Proposal, the Proposer certifies:

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

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

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C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.13(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

2.19 Proposal Bond. All Vendors desiring to prepare a responsive Proposal shall submit a non-revocable proposal security payable to the Town in the amount of ten percent (10%) of the total Proposal Price. This security shall be in the form of a proposal bond, certified check or cashier's check and must be in the possession of the Town Representative by the Proposal Deadline. All proposal security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All proposal bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Proposer as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Proposers who have not been issued a Notice of Award.

2.20 Award of Contract.

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

B. Evaluation. The evaluation of this Proposal will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates

selected by the Town, if any, and taxes, but excluding “as-needed” services requested by the Town and (3) Proposer qualifications to provide the Services/Materials.

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

D. Offer. A Proposal is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Proposer’s responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Proposals become binding contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Proposer Offers shall be valid and irrevocable for **90** Days after the Proposal Opening.

E. Protests. Any Proposer may protest this RFP, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

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

3.11 Insurance.

A. General.

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

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

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

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

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

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

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

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

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

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

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and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

B. Required Insurance Coverage.

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

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

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

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

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

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

3.13 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary

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under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

3.14 Miscellaneous.

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

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

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

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

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

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

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against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

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

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

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

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

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

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S.

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Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Florence
 P O Box 2670
 775 N. Main Street
 Florence, Arizona 85132
 Attn: Brent Billingsley, Town Manager

With copy to: Town Clerk
 P O Box 2670
 775 N. Main Street
 Florence, AZ 85132
 Attn: Lisa Garcia

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

P. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.14(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or

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Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.14(R) below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Scope of Work]

See following pages.

EXHIBIT A SCOPE OF WORK

- a. Develop and manage every aspect of the Florence Music Festival
- b. Coordinate event logo and promotional materials
- c. Coordinate creative event marketing, including radio, print, online media, social marketing (Facebook), eblasts, and storefront posters
- d. Identify and contract with leading bands that will reach a maximum audience in terms of both participation and public relations outreach
- e. Complete competitive contracting and supervise set-up/break-down for all necessary event rentals, including stage, lighting, sound equipment, port-o-johns, and chairs
- f. Manage ticketing of event and refunds if necessary
- g. Create webpage for event
- h. Organize a “food court” for downtown businesses and outside vendors, including vendor applications and payment, proper health permits, street placement, and other vendor related needs
- i. Organize a “craft section” for downtown businesses and outside vendors, including vendor, including vendor applications and payment, street placement, and other vendor needs
- j. Organize staging of event space, including strategies for keeping pedestrian pathways clear
- k. Organize and train event volunteers
- l. Organize photography and other documentation of event and participants
- m. Work with the Town to obtain necessary license and permits
- n. Work with the Town to coordinate street closures, and safety plans
- o. Coordination with the Town for stage, tent and all other necessary inspections
- p. Organize event cancellation insurance which will cover, at minimum, event expenses and the event management fee if the event is cancelled
- q. Describe your plan for security during event
- r. Describe your budgeting plans
- s. Describe your plans to count event attendance
- t. Describe your plan to increase economic vitality for downtown restaurants, and merchants
- u. Raise other funding and secure in-kind contributions as required to produce the music festival
- v. On-site Operations Management for load-in and load-out
- w. Written post-event wrap-up reports delivered via e-mail no later than one month after event
- x. The proposal must state how the event producer will follow the Town of Florence’s Special Event Guidelines and manage all aspects of event production including; security, site planning, budgeting, signage plans, talent and participants, vendors, set-up/clean-up logistics and contract negotiations

EXHIBIT B
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Project Budget]

EXHIBIT B
PROJECT BUDGET

a. Please refer to the scope of work to determine the cost to perform the functions set forth. Proposals may include a request for Town funding to produce the event and should be included in the budget.

EXHIBIT C
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Subcontractor List]

See following page.

EXHIBIT D
TO
REQUEST FOR PROPOSAL NO. CS2019-03
[Licenses; Certifications; DBE/WBE Status]

See following page.

EXHIBIT D
LICENSES; CERTIFICATIONS; DBE/WBE STATUS

- Attach a copy of your Arizona Transaction Privilege Tax License**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

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

EXHIBIT E
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[References]

See following page.

EXHIBIT E
REFERENCES

Provide the following information for three clients for whom Proposer has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Proposer may also attach another sheet with additional references.

1. Company: _____
Address: _____
City/State/Zip Code: _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

2. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

3. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

EXHIBIT F
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Acknowledgments of Addenda received]

See following page(s).

ACKNOWLEDGEMENT OF AGENDA

_____ acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)

Date: _____ (Signature)

_____ (Title)

EXHIBIT G
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Lawful Presence]

See following page(s).

EXHIBIT G
LAWFUL PRESENCE FORM

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian Affairs affidavit of birth.

****Attach copy of document to this sheet.**

Signature of Applicant

Date

Signature of Municipal Employee

Date

EXHIBIT H
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Deviation Form]

See following page(s).

EXHIBIT H

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Proposer intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or proposal based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Proposer agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting **does** **does not** (check one box) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL/OFFER/PROPOSAL

EXHIBIT I
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Proposal Bond]

EXHIBIT J
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Participation in Boycott of Israel]

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Company Name

Signature of Authorized Person

Address

Printed Name of Authorized Person

City State Zip

Title of Authorized Person

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF)
) SS.
COUNTY OF)

I, _____ of the City/Town of _____, in the County of

_____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the Town of Florence Project

_____ and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

(Signature of Bidder)

(Printed or Typed Name of Bidder)
(Seal of Corporation)

Sworn to before me this _____ day of _____, 20____, in the County of _____, State of _____.

(Notary Public)



**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

**REQUEST FOR PROPOSAL
2020 FLORENCE MUSIC FESTIVAL**

Town of Florence
P O Box 2670
775 N. Main Street
Florence, Arizona 85132

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	CS2019-03
Release Date:	October 4, 2019
Advertisement Dates:	October 10 and October 17, 2019 Florence Reminder and Blade-Tribune
Final Date for Inquires	October 18, 2019
Proposal Deadline:	October 30, 2019 10:00 a.m. (local time, Phoenix, Arizona)
Proposal Opening:	October 30, 2019 10:30 a.m. (local time, Phoenix, Arizona)
Town Representative:	Alison Feliz, alison.feliz@florenceaz.gov (520) 868-7585

In accordance with the Town of Florence Procurement Code, competitive sealed proposals for the services specified herein will be received by the Town Clerk, at the Town Clerk's Office, at the above-referenced location until the date and time referenced above (the "Proposal Deadline"). Proposals received by the Proposal Deadline shall be publicly opened and the proposal price read. Proposals shall be in the actual possession of the Town Clerk on, or prior to, the Proposal Deadline date. Late proposals shall not be considered except as provided in the Town Procurement Code. Proposals shall be submitted in a sealed envelope with the Solicitation Number and the proposer's name and address clearly indicated on the front of the envelope.

* The Town of Florence reserves the right to amend the solicitation schedule as necessary.

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

OFFER FORM

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

Arizona Transaction (Sales) Privilege Tax License Number: <u>21319431</u>	For Clarification of this Proposal contact:
Federal Employer Identification Number: <u>8A-2626181</u>	Name: <u>KEITH REA</u>
Contractor Name <u>FLORENCE MUSIC FESTIVAL LLL</u>	Telephone: <u>520.840.9154</u>
Address <u>214 N. MAIN ST. (PO BOX 1058)</u>	Facsimile: <u>N/A</u>
City State Zip Code <u>FLORENCE AZ 85132</u>	Email: <u>FLORENCEMUSICFEST@GMAIL.COM</u>
	<u>KEITH M. REA</u> Authorized Signature for Contractor
	Printed Name <u>MEMBER</u>
	Title

**ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FLORENCE USE ONLY)**

Effective Date: _____ Contract No. _____ Official File: _____

TOWN OF FLORENCE, an Arizona municipal corporation

Brent Billingsley, Town Manager

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Request for Proposal, the following definitions shall apply:

1.1 "Proposal" or "Offer" means a responsive proposal or quotation submitted by a Proposer in response to this Request for Proposal.

1.2 "Proposal Deadline" means the date and time set forth on the cover of this RFP for the Town Clerk to be in actual possession of the sealed Proposals.

1.3 "Proposal Opening" means the date and time set forth on the cover of this Request for Proposal for opening of sealed Proposals.

1.4 "Proposer" means any person or firm submitting a competitive Proposal in response to this RFP.

1.5 "Confidential Information" means that portion of a Proposal, Proposal Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 "Contract Documents" means, collectively, the (i) Offer/Proposal, (ii) this RFP, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional proposal items will become part of the Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Proposal in response to this RFP and who, as a result of the competitive proposal process, is awarded a contract for Materials or Services by the Town.

1.8 "Day(s)" means calendar day(s) unless otherwise specified.

1.9 "Request for Proposal" or "RFP" means this request by the Town for participation in the competitive proposal process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Proposals for the Services and/or Materials in compliance with the Town's Procurement Code.

1.10 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.11 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Proposer.

1.12 "Price" means the total expenditure for a defined quantity of a commodity or service.

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

1.13 "Procurement Administrator" means a Town employee, as designated on the cover of this RFP, who has specifically been designated to act as a contact person to the Proposers and/or Contractor relating to their RFP.

1.14 "Procurement Agent" means the Town Manager or authorized designee.

1.15 "Procurement Code" means the Town's Procurement Code, as amended from time to time.

1.16 "Project" means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the RFP.

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

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

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

1.20 "Town" means the Town of Florence, an Arizona municipal corporation.

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

1.22 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Proposal in response to this RFP.

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

ARTICLE II – PROPOSAL PROCESS; PROPOSAL AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of the production of a Music Festival in Florence that attracts residents and visitors to Historic Downtown Main Street in Florence, Arizona. The Town is issuing this RFP to secure a qualified General Contractor to perform the Work and provide all Materials as more particularly described in the Scope of Work attached hereto as Exhibit A, and incorporated herein by reference.

2.2 Amendment of RFP. No alteration may be made to this RFP or the resultant Contract without the express, written approval of the Town in the form of an official RFP

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

addendum or Contract amendment. Any attempt to alter this RFP/Contract without such approval is a violation of this RFP/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Proposer or Contractor.

2.3 Preparation/Submission of Proposal. Proposers are invited to participate in the competitive proposal process for the Services specified in this RFP. Proposers shall review their Proposal submissions to ensure the following requirements are met.

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

1. Proposer does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Proposer has a past record of failing to fully perform or fulfill contractual obligations.
3. Proposer cannot demonstrate financial stability.
4. Proposal submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Proposal.

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

C. Required Submittal. Proposers shall provide **ONE ORIGINAL, ONE COPY AND ONE DIGITAL COPY OF ALL OF THE FOLLOWING** documents to be considered a responsive Proposal:

1. Complete, fully executed original of this RFP, with the Offer signed in ink by a person authorized to bind the Proposer.
2. Scope of Work (Exhibit A)
2. Project Budget (Exhibit B)
3. Subcontractor Listing (Exhibit C)
4. Licenses; Certifications; DBE/MBE Status (Exhibit D)

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

5. References (Exhibit E)
6. Acknowledgment for each Addendum received, if any (Exhibit F)
7. Lawful Presence Form (Exhibit G)
8. Deviation Form (Exhibit H)
9. Proposal Bond (Exhibit I)
10. Participation in Boycott of Israel (Exhibit J)

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

E. Sealed Proposals. All Proposals shall be sealed and clearly marked with the RFP title and number on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal.

F. Address. All Proposals shall be directed to the following address: Town of Florence, Town Clerk, P O Box 2670, Florence, Arizona, 85132 or hand delivered to the Town Clerk's Office at 775 N. Main Street, Florence, Arizona 85132.

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

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

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

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the RFP, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor

**TOWN OF FLORENCE
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submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Proposer shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

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

Town of Florence Town Hall,
775 N. Main Street
Florence, Arizona 85132
Town of Florence website at: www.florenceaz.gov/rfp

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

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

E. Proposal Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Proposers' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposers' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be

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incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

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

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

2.7 Project Budget. Work shall be provided at the unit prices as set forth in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Proposal Budget shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail.

2.8 Subcontracts. Proposers shall submit a listing of all proposed Subcontractors or suppliers that the Proposer intends to utilize relating to the Project, in the form attached hereto as Exhibit C. Failure on the part of the Proposer to complete or improperly complete the Subcontractor Listing will constitute sufficient cause for rejection. Proposed Subcontractors shall be qualified and have the requisite licenses and be licensed to do business in the State of Arizona. The Proposer may list itself by writing "Self" adjacent to the category of work for which the Proposer assumes responsibility for performance of the Work assumes the responsibility of the Subcontractor. Subcontractor Listings submitted by unsuccessful Proposers will be returned, unopened, unless required in order to determine responsibility and responsiveness of the Subcontractors and the Proposer's Offers. The Town reserves the right to review and reasonably object to the Subcontractors proposed, and the selected Contractor shall not retain a Subcontractor to which the Town has a reasonable objection.

2.9 Payment; Discounts. Contracts are paid via: 50% of cash amount paid 30 days prior to the event; balance paid once final reports are received and approved.

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

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

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

2.13 Public Record. All Proposals shall become the property of the Town. After Contract award, Proposals shall become public records and shall be available for public inspection in accordance with the Town's Procurement Code, except that any portion of a Proposal that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Proposal opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Proposer believes that a Proposal, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Proposer as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Proposer in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Proposer shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Proposers shall provide license and certification information with the Proposal, attached as Exhibit D and incorporated herein by reference. Upon the Town's request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission. The successful bidder will be required to obtain a Town business license within 30 days of award.

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2.16 Proposer Qualifications.

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

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

2.17

A. Recommendations for selection of the Music Festival will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories.

Criteria:	Points
A. Cover Letter & Introduction	5
B. Experience, Background and Qualifications	25
C. Proposed Event Plan	30
D. Plan for Economic Vitality	20
E. Event Financing Plan	10
F. Financial Capability of Proposer	10
G. Professional References	P/F

2.18 Certification. By submitting a Proposal, the Proposer certifies:

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

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

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C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.13(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

2.19 Proposal Bond. All Vendors desiring to prepare a responsive Proposal shall submit a non-revocable proposal security payable to the Town in the amount of ten percent (10%) of the total Proposal Price. This security shall be in the form of a proposal bond, certified check or cashier's check and must be in the possession of the Town Representative by the Proposal Deadline. All proposal security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All proposal bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Proposer as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Proposers who have not been issued a Notice of Award.

2.20 Award of Contract.

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

B. Evaluation. The evaluation of this Proposal will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates

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selected by the Town, if any, and taxes, but excluding "as-needed" services requested by the Town and (3) Proposer qualifications to provide the Services/Materials.

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

D. Offer. A Proposal is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Proposer's responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Proposals become binding contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Proposer Offers shall be valid and irrevocable for **90 Days** after the Proposal Opening.

E. Protests. Any Proposer may protest this RFP, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

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

3.11 Insurance.

A. General.

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

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

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

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

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

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

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

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

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

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

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and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

B. Required Insurance Coverage.

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

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

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

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

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

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

3.13 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary

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under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

3.14 Miscellaneous.

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

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

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

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

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

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

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

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

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

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

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

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

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S.

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Florence
 P O Box 2670
 775 N. Main Street
 Florence, Arizona 85132
 Attn: Brent Billingsley, Town Manager

With copy to: Town Clerk
 P O Box 2670
 775 N. Main Street
 Florence, AZ 85132
 Attn: Lisa Garcia

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

P. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.14(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or

**TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT**

Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.14(R) below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**EXHIBIT A
SCOPE OF WORK**

- a. Develop and manage every aspect of the Florence Music Festival
- b. Coordinate event logo and promotional materials
- c. Coordinate creative event marketing, including radio, print, online media, social marketing (Facebook), eblasts, and storefront posters
- d. Identify and contract with leading bands that will reach a maximum audience in terms of both participation and public relations outreach
- e. Complete competitive contracting and supervise set-up/break-down for all necessary event rentals, including stage, lighting, sound equipment, port-o-johns, and chairs
- f. Manage ticketing of event and refunds if necessary
- g. Create webpage for event
- h. Organize a "food court" for downtown businesses and outside vendors, including vendor applications and payment, proper health permits, street placement, and other vendor related needs
- i. Organize a "craft section" for downtown businesses and outside vendors, including vendor, including vendor applications and payment, street placement, and other vendor needs
- j. Organize staging of event space, including strategies for keeping pedestrian pathways clear
- k. Organize and train event volunteers
- l. Organize photography and other documentation of event and participants
- m. Work with the Town to obtain necessary license and permits
- n. Work with the Town to coordinate street closures, and safety plans
- o. Coordination with the Town for stage, tent and all other necessary inspections
- p. Organize event cancellation insurance which will cover, at minimum, event expenses and the event management fee if the event is cancelled
- q. Describe your plan for security during event
- r. Describe your budgeting plans
- s. Describe your plans to count event attendance
- t. Describe your plan to increase economic vitality for downtown restaurants, and merchants
- u. Raise other funding and secure in-kind contributions as required to produce the music festival
- v. On-site Operations Management for load-in and load-out
- w. Written post-event wrap-up reports delivered via e-mail no later than one month after event
- x. The proposal must state how the event producer will follow the Town of Florence's Special Event Guidelines and manage all aspects of event production including; security, site planning, budgeting, signage plans, talent and participants, vendors, set-up/clean-up logistics and contract negotiations

EXHIBIT A
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Scope of Work]

See following pages.

EXHIBIT A
SCOPE OF WORK
FLORENCE MUSIC FESTIVAL LLC (FMF)

A. Florence Music Festival LLC is owned and operated by Keith Rea and Bill Foster. Under our direction we have team members slated for all tasks associated with putting on a first class annual festival.

B. FMF currently has a logo that we are using for our existing online and printed media. We are, however, in the process of hiring a professional graphics designer to design us a more professional logo to use on all material, which may or may not be done by our first event.

C. FMF is currently marketing on two social media platforms, facebook and instagram, and will soon create a twitter account. We are currently getting bids for radio ads for our festival, to date, we have a price list from KRDE (the ride 94.1) but are looking to expand that to KNIX (102.5) and KSLX (100.7). Storefront posters will be printed after Jan. 1st, 2020 and be distributed throughout Pinal County and some parts of Maricopa County. We will also receive help in eblasts from the Florence Chamber of Commerce.

D. FMF has the band lineup already scheduled. Saturday will be the best local/semi-regional classics rock bands available. Sunday will feature the best local/regional bands available as well. Combined, our lineup has over 55k facebook followers. Saturday will feature: 10th & Main, Curt n Rod, The RJ Band, Rockin' Blue Geckos, and Dawson-Green Party of 5. Sunday's lineup is: Harry Luge, Ryan and the Renegades, Highway Outlaw Band, and Bob Villa.

E. We have been getting multiple bids on all services required for the festival from the utmost best price on our 20'x32' professional stage and rigging down to the event bracelets; we are not taking the first price quote, nor the cheapest, but the best "bang-for-the-buck" that we can receive.....think quality at a great price point! We are also pushing in-kind sponsors for service needed as well.

F. We have contracted Brown Paper Tickets for all of our online ticket sales as well as physical tickets. We have found this company to be the best in the industry at a great price point. Online ticket sales are happening now, albeit slow.

G. We have created a webpage for our event. It can be found at www.florencemusicfest.com. We are currently getting prices from professional web developers to upgrade our existing webpage. This may or may not happen for our event in March 2020. Our current page is quite functional as is, with the ability to purchase event passes as well camping passes directly from our website.

H. All vendors and food vendors are being handled by the Florence Chamber of Commerce. They have experience in this task and will do a much better job at it for our first annual event. FMF may take control of all vendors for our 2nd annual event to maximize our profits to keep this event in operation for many years to come.

I. FMF currently does not have a "craft section" but we will have a section for merchandise vendors to sell their wares. We are receiving ongoing requests from vendors that sell festival type merchandise, as well as other misc merchandise.

J. Staging of the event space is currently taking place. We are working closely with the Chamber of Commerce for strategic placement of all merchandise and food vendors to keep the flow of traffic safe and simple. We will have a master plan map developed in the near future.

K. Event volunteers are being recruited and will be trained for their designated positions by their leaders.

L. A main photo booth will be conveniently located near the main entrance. Festival attendees will have the option to get their photo taken with a FMF backdrop which they'll be able to download or print for free at home via the photographer's website.

M. FMF will work closely with the Town of Florence for all required permits and needed inspections. FMF has a current 2019 business license in place.

N. Since the event will be taking place in the soccer fields, west of the aquatic center, we're not anticipating any street closures. Bill Foster (FMF) will be scheduling a meeting with Lt. Terry Tryon (Florence Police Dept.) for a strategic safety plan.

O. If FMF decides to do any tents larger than 400 sq. ft. or any canopies larger than 700 sq. ft. we will seek all required inspections. We will have a 20'x32' platform stage that will require an inspection.

Q. FMF is currently seeking bids from two different security contractors, Pro-Em and The Arizona Rangers - Pinal Company. Both are capable of tight security standards that we plan to have in place. Pro-em is a for-profit entity while the AZ Rangers are a non-profit.

R. Our current budget is well under way, other than a few items we need to get prices on before it's finalized. Please see exhibit B.

S. All of our tickets have their own barcoded dna. Each ticket that comes through the entry gate will be scanned. Once scanned, we will be able to retrieve an actual headcount through our ticketing database.

T. We would like to think we'll be increasing the economic vitality by the sheer number of attendees that'll be attending the festival, but I'm not sure that will be sufficient. Therefore, we are inviting every business in town to be a part of the festival by being a vendor, whether it'll be a food vendor or merchandise vendor. As an added bonus, if they're a chamber member, they'll receive a large discount. We are also giving all town businesses an opportunity to become a sponsor.

U. FMF is currently seeking cash sponsors and in-kind sponsors. To date we have 7 paid sponsors and 5 in-kind sponsors, which includes the Town of Florence.

V. On-site operations management for all stage related equipment will be Mark Nedza who has years of experience with the Ride for Warriors event that takes place yearly in Casa Grande as stage manager. Bill Foster, who is, in essence the caretaker of the Country thunder grounds during the off-season and the weeks leading up to the event will be in control of all On-site operations of FMF. Florence Chamber of Commerce will be in charge of all vendor placement and vendor management throughout the FMF event.

W. A written post-event report will be delivered to the Town of Florence Parks and Recreation department no later than 30 days after the FMF event via email which will include total attendance, total campsite sales, total number of vendors, etc...

Keith Rea
Florence Music Festival LLC
March 14-15, 2020
Community Center Complex

Town of Florence Parks and Recreation
Bryan Hughes, Alison Feliz

PROPOSAL FOR:
2020 FLORENCE MUSIC FESTIVAL
#CS2019-03

Town of Florence,

In regards to your Request For Proposal for a music festival, Florence Music Festival LLC is pleased to present the following.

Florence Music Festival LLC (FMF) plans to work close with the town's Park and Rec. department, as well as Florence Chamber of Commerce when filling out the towns Special Event Application to ensure all details are correct and to make sure FMF meets all requirements.

Security for the Music Festival will be provided by an outside security contractor. We are in negotiations with the AZ Rangers and also Pro-em; both are more than capable of handling that task. The head of our security team will either be Ross Teeple or Scott Elliot, both of these individuals are high on the management chain for security at Country Thunder. Along with our paid security staff we will also have numerous staff volunteers assisting the security team. Bill Foster will also be meeting with Lt. Terry Tryon for a more detailed safety plan for our event.

The location of the Music Festival will be in the large grassy soccer field, just west of the Aquatic center, located in the Community Center development. Site Planning is being done by Bill Foster, Keith Rea, and Roger Biede of The Chamber of Commerce. We will be optimizing the space to the fullest potential while keeping the patrons as safe as possible. The plan is to have all foot traffic flowing smoothly by the use of foot traffic signage and staff volunteers available at multiple points to assist in all patrons questions. We also plan to have a Main gate entrance point that is highly visible from all parking spots.

FMF has a budget in place. Although our proposed Music Festival is still five months out, we've been working on it for the last four months trying to get the best possible price for all aspects while also receiving the best service possible; we think we've done a very good job at this. We also have in-kind sponsorships in place with more to follow.

Our band lineup has been set in place for months now. We have hired a total of nine bands. We have some of the best live music available at the utmost best price that we could negotiate. In total our hired bands have over 55,000 facebook followers!

FMF will have food vendors as well as merchandise vendors. All vendors are being managed by The Florence Chamber of Commerce. The Chamber will make sure all the required permits for vendors will be in place. We have invited ALL Florence businesses to come to the festival and put up a vendor booth for a small fee.

Set-up will begin at noon on Friday March 13, 2020. Our stage company, 5th Ave. Productions will be one of the first contractors on the scene. Our fencing company will also start their setup around this time as well. We have scheduled approx. 2,200

linear feet of 6' high chain link panels to keep the festival contained and orderly. Saturday will see major activity; sound and lights will go up, vendors will be moving in, beer garden set-up, and all staff and security will be on site. The main gates open at 11 am on Saturday and Sunday. On Saturday the bands will kick it off at 1pm and end at approx. 9:15pm. Sunday the bands will start at 1pm and end at 8pm.

Onsite dry camping. Camping will be available for (3) nights: Friday, Saturday, and Sunday. Campers will be able to come into the campground at noon on Friday March 13th. Friday evening will feature live music in the campground by 10th & Main. No alcohol or food will be sold on Friday during this small event. Live music will start around 5pm and end no later than 9pm. The campsites will be contained by 6 foot high chain link fencing on at least two sides; the side facing the festival grounds and the side facing Main Street. A minimum of (1) guard will be patrolling the campgrounds nightly for six hours, starting at 10pm and ending at 4am.

Clean-up will really be an ongoing task. We will have a daily clean-up team that'll take care of 55 gallon trash bins regularly. We will have (2) 20 or 30 yard trash container onsite for all trash. We have two non-profit groups that'll be selling water during the festival: Florence Little League and FUSD Hall of Fame board. Part of the negotiations with these groups was to help with grounds clean-up. Both parties agreed to help clean-up. Finishing clean-up will take place March 16th., Monday morning. We will contract this final clean-up with ACI to return the grounds as clean, if not cleaner, than when we received it.

In closing, we plan to have a great event for our surrounding communities. FMF would like this to be an annual event where ALL the local businesses that want to join in can be successful with us.

At this time, Florence Music Festival LLC is proposing, to the Town of Florence, **\$30,000** to help fund this endeavor. Without your help the festival would be extremely hard to be successful for the duration.

Keith Rea



Florence Music Festival LLC
PO Box 1058
Florence, AZ 85132
www.florencemusicfest.com

EXHIBIT B
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Project Budget]

FMF Budget

<u>QTY</u>	<u>DESCRIPTION</u>	<u>COST</u>	<u>SUPPLIER</u>
1	Sound, stage, Lights, backline, genset	\$9,000	Rene - 5th Ave Prod..
1	Stage Banner (3)	\$800	bannersonthecheap.com
1	Main St. Banner	\$200	bannersonthecheap.com
1	(9) bands	\$4,700	
1	Liability & Cancellation Ins.	\$2,400	Scott Bradley
1	Fencing (bill) 1.40/ft (not including gates)	\$5,000	United Site Services
26	Porta-johns	\$1,000	United Site Services
1	Trash (2) roll-offs	\$1,000	TBD
2	Portable lights	\$500	United Site Services
1	Water truck	\$750	Dave Furnas
60	Staff shirts	\$300	Online
3500	Bracelets w/print	\$350	wristband.com
1	Advertising	\$10,000	
1	Clean up	\$500	ACI
1	2-way Radio pack (10 total)	\$300	USA Radio Rentals
10	Flashlights/batteries	\$100	Amazon
2	50# marking chalk	\$100	True Value
1	Hot air balloon (2) nights	\$600	Daniel Backes
1	AZ Rangers \$25/hr.	?	Keith McLaughlin
1	Tent - if needed	\$1,000	
1	TOF Field Rent	\$3390	T.O.F
1	Tent/stage Inspections	\$1,000	T.O.F.
1	Backstage food/beverage	\$1,000	
1	Misc...	\$7,500	
TOTAL:		\$51,490	

SECURITY GUARDS - PER GUARD

1	Saturday guard (12 hrs x \$28)	Pro-em	\$336
1	Sunday Guard (11 hrs x \$28)	Pro-em	\$308
1	Night guard (6 hrs x \$30) (10pm-4am)	Pro-em	\$180

SATURDAY:	(5) guards for 12hrs:	336x5 = \$1,680
SUNDAY:	(5) guards for 11hrs:	308x5 = \$1,540
NIGHT:	(1) guard, 6 hrs for (3) nights:	180x3 = \$540
TOTAL:		\$3,760

GRAND TOTAL: \$55,250

ANTICIPATED REVENUE

Event Ticket Sales: **\$18,000**

Campsite Sales: **\$4,500**

Sponsorships: **\$4,000**

Alcohol Sales: **\$3,400**

Proposed Town Support: **\$30,000**

TOTAL: \$59,900

EXHIBIT C
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Subcontractor List]

See following page.

**EXHIBIT C
SUBCONTRACTOR LIST
FLORENCE MUSIC FESTIVAL LLC**

<u>CATEGORY</u>	<u>SUBCONTRACTOR</u>
Music	Harry Luge
Music	Ryan and the Renegades
Music	Highway Outlaw Band
Music	Bob Villa
Music	10th & Main
Music	Curt n Rod
Music	The RJ Band
Music	Rockin' Blue Geckos
Music	Dawson=Green Party of Five
Stage, Lights, Sound	Fifth Ave. Productions
Fencing	United Site Services
Port a Johns	United Site Services
Trash	TBD
Site Clean up	A.C.I.
Security	Pro-em or AZ Rangers

EXHIBIT D
TO
REQUEST FOR PROPOSAL NO. CS2019-03
[Licenses; Certifications; DBE/WBE Status]

See following page.

EXHIBIT D
LICENSES; CERTIFICATIONS; DBE/WBE STATUS

- Attach a copy of your Arizona Transaction Privilege Tax License**

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

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

TOWN OF FLORENCE
Business License
2019

Issued By:

Town of Florence
TELEPHONE: 520-868-7500
PO BOX 2670
Florence, AZ 85132

License No.
8602

Date Issued
08/12/2019

Issued To:

KEITH M REA

FLORENCE MUSIC FESTIVAL, LLC

DBA: FLORENCE MUSIC FESTIVAL, LLC
P O BOX 1058
FLORENCE AZ 85132

LICENSE EXPIRES: 12/31/2019

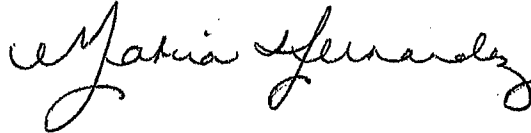
FEE: 50.00

BUSINESS LOCATION: 214 N. MAIN STREET
FLORENCE AZ 85132

BUSINESS TYPE: PROMOTE MUSIC FESTIVALS

The above named person or firm is hereby granted to do business as noted in the "Type of Business" to the right above the Town of Florence, Arizona. They are subject to the provisions of the Business Licensing Code of Florence and subsequent admendments relating to this license in the period indicated.

Town Clerk



THIS LICENSE IS NOT TRANSFERABLE - THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE

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



ARIZONA DEPARTMENT OF REVENUE
TRANSACTION PRIVILEGE TAX LICENSE
NOT TRANSFERABLE

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

2019

ISSUED TO: FLORENCE MUSIC FEST LLC
9086 N ENCANTADO LN
FLORENCE AZ 85132

ALL communications and reports MUST REFER to this LICENSE NO:

LICENSE: 21319431
START DATE: 01/01/2019
ISSUED: 08/13/2019
EXPIRES: 12/31/2019

LOCATION: CODE 001
FLORENCE MUSIC FEST LLC
9086 N ENCANTADO LN
FLORENCE AZ 85132
1900056595974



BUSINESS CODE
012 - AMUSEMENT
029 - USE TAX

REGION
PNL - PINAL
PNL - PINAL

JURISDICTION
COUNTY
COUNTY

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

48000111583/853-10100202727498000



Corporations Division

COMMISSIONERS

Chairman, Robert "Bob" Burns
 Boyd Dunn
 Sandra D. Kennedy
 Justin Olson
 Lea Márquez Peterson

Date: 7/31/2019

Delivered via: Mail

Keith Rea
 9086 N. Enchantado Ln.
 FLORENCE AZ 85132
 USA

RE: Entity Name: FLORENCE MUSIC FESTIVAL LLC
 ACC File Number: 23004052
 ACC Order Number: 201907160520418
 Document Received Date: 07/16/2019
 Document Type: Articles of Organization

We are pleased to notify you that the document referenced above submitted for the entity referenced above has been APPROVED for filing.

If the known place of business of the limited liability company is NOT in Maricopa County or Pima County, the document must be published. The publication must be completed within 60 days after 07/31/2019, which is the date the ACC approved the document for filing, and must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is available on the ACC website at www.azcc.gov/divisions/corporations/newspaper-list-for-publishing.pdf. You may receive an Affidavit of Publication from the newspaper that may be filed with the ACC, but filing it is not mandatory.

If the known place of business of the limited liability company is in Maricopa County or Pima County, the Commission has already posted notice of the approved document on its website at <http://ecorp.azcc.gov/publicnotice>. This posting by the Commission satisfies the statutory requirement for public notice, and no further action on your part is required in order to satisfy the notice requirement. You may, however, choose to provide additional public notice by publishing a copy of the approved document in a newspaper. If you choose to publish, the publication must be completed within 60 days after 07/31/2019, which is the date the ACC approved the document for filing, and must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is available on the ACC website at www.azcc.gov/divisions/corporations/newspaper-list-for-publishing.pdf.

Limited liability companies are required by statute to notify the ACC immediately, in writing, of any change in address or statutory agent information. Forms are available on the ACC website to make address and statutory agent changes. Failure to notify the ACC of such changes may subject the LLC to being administratively dissolved. A forwarding order placed with the U.S. Postal Service is not sufficient to

Date of this notice: 08-06-2019

Employer Identification Number:
84-2626181

Form: SS-4

Number of this notice: CP 575 B

FLORENCE MUSIC FESTIVAL LLC
KEITH REA MBR
9086 N ENCANTADO LN
FLORENCE, AZ 85132

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2626181. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1065

03/15/2020

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

EXHIBIT E
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[References]

See following page.

EXHIBIT E
REFERENCES

Provide the following information for three clients for whom Proposer has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Proposer may also attach another sheet with additional references.

1. Company: THE RIVER BOTTOM BAR & GRILL
Address: 2501 N. AZ-79
City/State/Zip Code: FLORENCE AZ 85132
Contact: NIKKI SCOTT
Telephone Number: 520.868.3131
Date of Contract _____
Date of Contract _____
Project Description: LIVE MUSIC - 10TH & MAIN BAND
Contract Value: \$ N/A
Annual Amount: \$ 7,000 - 8,000

2. Company: THE WINDMILL WINERY
Address: 1140 W. BUTTE AVE.
City/State/Zip Code: FLORENCE AZ 85132
Contact: ANGELA CAMPO
Telephone Number: 480.313.2303
Date of Contract _____
Date of Contract _____
Project Description: LIVE MUSIC - 10TH & MAIN BAND
Contract Value: \$
Annual Amount: \$ 3,000 - 4,000

3. Company: TOWN OF FLORENCE
Address: 775 N. MAIN ST.
City/State/Zip Code: FLORENCE AZ 85132
Contact: ALISON FELIZ - PARKS & REC. DEPT
Telephone Number: 520.868.7500
Date of Contract _____
Date of Contract _____
Project Description: LIVE MUSIC - 10TH & MAIN BAND
Contract Value: \$
Annual Amount: \$ 800 - 1,000

Hello!

My name is Keith Rea, I am a member/manager of Florence Music festival LLC a.k.a. FMF.

FMF will be an annual music event held in Historic Florence Arizona. Our first festival will be held March 14-15, 2020 in the soccer field located in the same complex as the town library and aquatic center.

A little bit about me...

Although I've never single handedly took on a music project of this scale, I feel that the amount of years I've been in the music industry and the amount of times I've volunteered or been hired to perform at various festivals has set the stage to be one of the managers of the Florence Music Festival.

I have been self employed for the last 20 years, prior to that I was a Mechanical Designer, where attention to detail was critical. I have started three companies, four including the Florence Music Festival, in the last 25 years. Other than the FMF, one still remains active, The Chop Shop - Barbershop, located in Florence, AZ.

I'm currently a member of a band called 10th & Main; a classic rock/country band from Florence, AZ. We are a fairly busy band, as busy as we'd like to be. We have offers weekly to play throughout the state but are just as fine playing here in our hometown. We have fulfilled two prior contracts for The town of Florence, with another one slated for February 2020.

Aside from the band, I've also been hired by the town to supply sound for the Freedom Festival in July of 2019, which was fulfilled to satisfaction.

In closing, I do not have the references of this scale to include on this proposal. However, do not hesitate to select us to be a contender for the music festival proposal; we have been working on this endeavor since March of 2019 and have no intentions to fail. Myself, along with my partner Bill Foster, and our selected team, are in the process of building a fun, family event that the Town of Florence will be proud to have!

Thanks,

Keith M. Rea
Florence Music Festival LLC

Hello

My name is Bill Foster, member of the Florence Music Festival (FMF). Along with my business partner Keith Rea, Florence Music Festival will be an annual event designed to spotlight the talent of local bands over a two-day event. Our first event is scheduled to take place March 14th and 15th, 2020 in Florence.

About me,

Born in 1964 and raised in Florence, my family is best known for the Florence Jr. Parada held once a year on Thanksgiving weekend. My grandfather the late Charlie Whitlow founded the Florence Jr. Parada in 1932 to help raise milk money for the kids in school and the event is still the longest running Jr. Parada in the nation. With my parents, I lived and went to school in Florence. Graduating Florence High School in 1982 I attended Central Arizona College and soon after college began a career with the Department of Corrections ACI. In 1986 I married my High School sweetheart Cathy who also was raised in Florence since birth. Upon beginning a family, we soon found ourselves coaching little league, establishing and coaching Pop Warner football, planning church activities and volunteering in the many community programs held in Florence.

Fast forward to today, having belonged to many local organizations and serving as a board member for different organizations over the years but most recent the Florence Aero-modelers, Florence Cowboy Church and Country Thunder Arizona with logistical support for their annual event for the past 6 years. When approached by my now partner Keith Rea in March of this year about establishing the Florence Music Festival I couldn't refuse. I have committed myself to the Florence community for over 35 years and I am always looking for opportunities to bring folks into our Town.

FMF is excited to have this opportunity to work with the Town of Florence to put on an event that will surely be a hit for years to come.

Thank you,

Bill Foster

Florence Music Festival, LLC

EXHIBIT F
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Acknowledgments of Addenda received]

See following page(s).

ACKNOWLEDGEMENT OF AGENDA

FLORENCE MUSIC FESTIVAL LLC acknowledges that it has received the following addenda:
(Contractor)

1
(Addendum #)

10/21/2019
(Date)

Date: 10/21/2019

JM
(Signature)

MEMBER
(Title)



Request for Proposal

CS2019-01 2020 Florence Music Festival

Addendum No. 1

Date: October 21, 2019

From: Alison Feliz, Recreation Coordinator

Subject: Addendum No. 1 to CS2019-03 2020 Florence Music Festival

Bid Deadline: October 30, 2019; 10:00 a.m. (local time, Phoenix, Arizona)

SCOPE

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposal document prepared by the Town of Florence. Acknowledge receipt of this addendum in the space provided on the attached "Acknowledgment of Addenda Received" form. This acknowledgement must accompany the submitted bid. Failure to do so may subject the bidder to disqualification.

This Addendum No. 1 consists of answers to questions submitted to Town of Florence Community Services Department.

ADDENDUM

This addendum addresses any questions received to this point.

QUESTIONS AND ANSWERS

Q1: Can you provide more details on what the bond is going to guarantee? Is it a contract bond or a license and permit bond?

A1: The Town is waiving the bond requirement in section 2.19 and Exhibit I of the Request for Proposal.

Q2: What are you looking for on the scope of work? Would you like an outline of everything that was on the scope of work provided in the RFP?

A2: Yes, we need an answer to each of the items listed in the scope of work A through X. Additional pages may be attached if necessary.

**TOWN OF FLORENCE
ACKNOWLEDGMENT OF ADDENDA RECEIVED
REQUEST FOR PROPOSAL**

CS2019 -03 2020 Florence Music Festival

Addendum No. 1

Bidder FLORENCE MUSIC FESTIVAL LLC affirms that ADDENDUM No. 1 has been received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

Submitted by:

76 M M
Signature

Date: 10/21/2019

KEITH M. TREA
Print Name

MEMBER
Title

FLORENCE MUSIC FESTIVAL LLC
Company Name

PO BOX 1058
Address

FLORENCE AZ 85132
City, State, Zip Code

END OF ADDENDUM No. 1

EXHIBIT G
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Lawful Presence]

See following page(s).

**EXHIBIT G
LAWFUL PRESENCE FORM**

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

<input checked="" type="checkbox"/>	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
<input type="checkbox"/>	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
<input type="checkbox"/>	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
<input type="checkbox"/>	A United States certificate of birth abroad.
<input type="checkbox"/>	A United States passport.
<input type="checkbox"/>	A foreign passport with a United States visa.
<input type="checkbox"/>	An I-94 form with a photograph.
<input type="checkbox"/>	A United States citizenship and immigration services employment authorization document or refugee travel document.
<input type="checkbox"/>	A United States certificate of naturalization.
<input type="checkbox"/>	A United States certificate of citizenship.
<input type="checkbox"/>	A tribal certificate of Indian blood.
<input type="checkbox"/>	A tribal or Bureau of Indian Affairs affidavit of birth.

****Attach copy of document to this sheet.**


Signature of Applicant

10/21/2019
Date

Signature of Municipal Employee

Date

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D 4d DEN [REDACTED]
5a END: M
12 REST: NONE 3. DOB [REDACTED]

1 REA
2 KEITH MICHAEL

8 [REDACTED]



4b EXP: 03/18/2038 4a ISS: 04/23/2018

15 SEX: M 18 EYES: GRN
16 HGT: 5'-08" 19 HAIR: BLK
17 WGT: 200 lb

Keith Michael Rea

03/18/73

5 [REDACTED]

EXHIBIT H
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Deviation Form]

See following page(s).

EXHIBIT H

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Proposer intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or proposal based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Proposer agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting **does** **does not** (check one box) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

KEITH M. PEA KE M M 10/21/2019

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL/OFFER/PROPOSAL

EXHIBIT I
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Proposal Bond]

N/A

EXHIBIT J
TO
REQUEST FOR PROPOSAL NO. CS2019-03

[Participation in Boycott of Israel]

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

FLORENCE MUSIC FESTIVAL LLC

Company Name

PO BOX 1058

Address

FLORENCE AZ 85132

City

State

Zip



Signature of Authorized Person

KEITH M. REA

Printed Name of Authorized Person

MEMBER

Title of Authorized Person

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
) SS.
 COUNTY OF _____)

I, KEITH M. REA of the City/Town of FLORENCE, in the County of

PINAL and the State of ARIZONA, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a MEMBER/MANAGER of the firm of FLORENCE MUSIC FESTIVAL LLC, the Bidder making the Bid for the Town of Florence Project 2020 FLORENCE MUSIC FESTIVAL

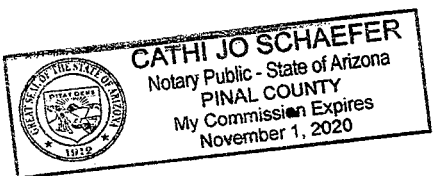
and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:


Keith M. Rea
 (Signature of Bidder)

KEITH M. REA
 (Printed or Typed Name of Bidder)
 (Seal of Corporation)

Sworn to before me this 25th day of October, 2019, in the County of Pinal, State of AZ.



Cathi Jo Schaefer
 (Notary Public)

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8b.
MEETING DATE: November 18, 2019 DEPARTMENT: Community Services STAFF PRESENTER: Bryan Hughes, Community Services Director SUBJECT: Services Agreement with Greater Florence Chamber of Commerce for 2020 Historic Florence Art Festival		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approval of a Services Agreement with Greater Florence Chamber of Commerce, for a 2020 Historic Florence Art Festival, in the amount of \$24,500.

BACKGROUND/DISCUSSION:

Earlier in the year, the Town Council expressed an interest in adding new special events, particularly running events such as a 5K, a music festival, and an art festival. Staff subsequently included an additional \$75,000 for new events in the current fiscal year budget.

Staff has proposed partnering with outside organizations and/or promoters to coordinate these new events, as they often take significant staff time and special resources.

In September, staff issued a Request for Proposals (RFP) from qualified applicants to coordinate a music festival; however, there was no response. In October, staff made a few changes and reissued an RFP.

The Greater Florence Chamber of Commerce submitted the only proposal. After reviewing their submittal and following up with questions, staff is recommending entering into a services agreement with Greater Florence Chamber of Commerce to produce an art festival. Staff feels that this partnership will achieve the Town Council's

goal of adding an art festival, and thus, providing another event for town residents and attracting visitors to Florence. Staff is recommending funding of \$24,500 as part of the agreement.

A VOTE OF NO WOULD MEAN:

The Town would not partner with Greater Florence Chamber of Commerce and would have to consider other options to coordinate an art festival.

A VOTE OF YES WOULD MEAN:

The Town will move forward with partnering with Greater Florence Chamber of Commerce to coordinate 2020 Historic Florence Art Festival. Dates TBA.

FINANCIAL IMPACT:

Staff included an additional \$75,000 for new events in the current fiscal year budget. It was estimated that the amount would be distributed equally among the three new events, or \$25,000 each. This agreement is for \$24,500 and falls within the budget for new special events.

ATTACHMENTS:

Services Agreement with Greater Florence Chamber of Commerce for the 2020 Historic Florence Art Festival.

COMMUNITY SERVICES DEPARTMENT SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between Greater Florence Chamber of Commerce ("Vendor") and the Town of Florence, a political subdivision of the State of Arizona ("Town"), effective as of November 6, 2019 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

Scope of Services: Vendor shall provide the Services described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" (the "Services" or "Scope of Services", or "Program"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Fees: The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed \$24,500.00. Vendor shall be paid in full within 30 days of the completion of the Program. The Town of Florence will waive Facility Fees associated with event.

Termination for Convenience: Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment.

Independent Contractor: It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to worker's compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

Cancellation of Agreement: This Agreement is subject to cancellation by Town pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

Indemnification: The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation

claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

Notice: Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

Insurance:

- A. The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
 2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 3. Statutory Workman's compensation.
- B. The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due Vendor.
- C. Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.
- E. The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the

right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Worker's Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

CONSTRUCTION: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

DISPUTES, GOVERNING LAW: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives for each party.

LICENSES: Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

PERMITS AND RESPONSIBILITIES: Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

NON-EXCLUSIVE REMEDIES: The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred

by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

SURVIVAL: All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this _____ date of _____, 2019.

REVIEWED:

VENDOR:

By: _____
Community Services Director

By: _____

TOWN OF FLORENCE:

By: _____
Town Manager/Deputy Town Manager

AS TO FORM:

By: _____
Town Attorney



EXHIBIT A

TOWN OF FLORENCE
COMMUNITY SERVICES DEPARTMENT

REQUEST FOR PROPOSAL 2020 FLORENCE ART FESTIVAL

Town of Florence
P O Box 2670
775 N. Main Street
Florence, Arizona 85132

SOLICITATION INFORMATION AND SCHEDULE

Solicitation Number:	CS2019-04
Release Date:	October 4, 2019
Advertisement Dates:	October 10 and October 17, 2019 Florence Reminder and Blade-Tribune
Final Date for Inquires	October 18, 2019
Proposal Deadline:	October 30, 2019 10:00 a.m. (local time, Phoenix, Arizona)
Proposal Opening:	October 30, 2019 10:30 a.m. (local time, Phoenix, Arizona)
Town Representative:	Alison Feliz, alison.feliz@florenceaz.gov (520) 868-7585

In accordance with the Town of Florence Procurement Code, competitive sealed proposals for the services specified herein will be received by the Town Clerk, at the Town Clerk's Office, at the above-referenced location until the date and time referenced above (the "Proposal Deadline"). Proposals received by the Proposal Deadline shall be publicly opened and the proposal price read. Proposals shall be in the actual possession of the Town Clerk on, or prior to, the Proposal Deadline date. Late proposals shall not be considered except as provided in the Town Procurement Code. Proposals shall be submitted in a sealed envelope with the Solicitation Number and the proposer's name and address clearly indicated on the front of the envelope.

*** The Town of Florence reserves the right to amend the solicitation schedule as necessary.**

OFFER FORM

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

Arizona Transaction (Sales) Privilege Tax License Number: _____ Federal Employer Identification Number: _____ <div style="border: 1px solid black; padding: 2px; text-align: center; width: 80%; margin: 0 auto;">Contractor Name</div> <div style="border: 1px solid black; padding: 2px; text-align: center; width: 80%; margin: 0 auto;">Address</div> <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 2px;"> City State Zip Code </div>	For Clarification of this Proposal contact: Name: _____ Telephone: _____ Facsimile: _____ Email: _____ <div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold; font-size: 1.2em;">Authorized Signature for Contractor</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Printed Name</div> <div style="border: 1px solid black; padding: 2px; text-align: center;">Title</div>
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**ACCEPTANCE OF OFFER AND NOTICE OF AWARD
(FOR TOWN OF FLORENCE USE ONLY)**

Effective Date: _____ Contract No. _____ Official File: _____

TOWN OF FLORENCE, an Arizona municipal corporation

 Brent Billingsley, Town Manager

ATTEST: APPROVED AS TO FORM:

 Lisa Garcia, Town Clerk _____
 Clifford L. Mattice, Town Attorney

ARTICLE I - DEFINITIONS

For purposes of this Request for Proposal, the following definitions shall apply:

1.1 "Proposal" or "Offer" means a responsive proposal or quotation submitted by a Proposer in response to this Request for Proposal.

1.2 "Proposal Deadline" means the date and time set forth on the cover of this RFP for the Town Clerk to be in actual possession of the sealed Proposals.

1.3 "Proposal Opening" means the date and time set forth on the cover of this Request for Proposal for opening of sealed Proposals.

1.4 "Proposer" means any person or firm submitting a competitive Proposal in response to this RFP.

1.5 "Confidential Information" means that portion of a Proposal, Proposal Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the Town of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.6 "Contract Documents" means, collectively, the (i) Offer/Proposal, (ii) this RFP, including all exhibits, (iii) the Notice of Award, (iv) the Notice to Proceed or Purchase Order(s), (v) any approved Addendum, Change Order or Amendment, (vi) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (vii) any Plans, Specifications or other documents attached, appended or incorporated herein by reference. Alternate or optional proposal items will become part of the Contract only if they are accepted by the Town in writing on the Price Sheet.

1.7 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Proposal in response to this RFP and who, as a result of the competitive proposal process, is awarded a contract for Materials or Services by the Town.

1.8 "Day(s)" means calendar day(s) unless otherwise specified.

1.9 "Request for Proposal" or "RFP" means this request by the Town for participation in the competitive proposal process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Proposals for the Services and/or Materials in compliance with the Town's Procurement Code.

1.10 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with the Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of Services or Work.

1.11 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Proposer.

1.12 "Price" means the total expenditure for a defined quantity of a commodity or service.

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1.13 “Procurement Administrator” means a Town employee, as designated on the cover of this RFP, who has specifically been designated to act as a contact person to the Proposers and/or Contractor relating to their RFP.

1.14 “Procurement Agent” means the Town Manager or authorized designee.

1.15 “Procurement Code” means the Town’s Procurement Code, as amended from time to time.

1.16 “Project” means the purpose and Work described as set forth in Section 2.1, Purpose/Scope of Work, of the RFP.

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

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

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

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

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

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

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

ARTICLE II – PROPOSAL PROCESS; PROPOSAL AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of the production of an Art Festival in Florence that attracts residents and visitors to Historic Downtown Main Street in Florence, Arizona. The Town is issuing this RFP to secure a qualified General Contractor to perform the Work and provide all Materials as more particularly described in the Scope of Work attached hereto as Exhibit A, and incorporated herein by reference.

2.2 Amendment of RFP. No alteration may be made to this RFP or the resultant Contract without the express, written approval of the Town in the form of an official RFP

addendum or Contract amendment. Any attempt to alter this RFP/Contract without such approval is a violation of this RFP/Contract and the Town Procurement Code. Any such action is subject to the legal and contractual remedies available to the Town including, but not limited to, Contract cancellation and suspension and/or debarment of the Proposer or Contractor.

2.3 Preparation/Submission of Proposal. Proposers are invited to participate in the competitive proposal process for the Services specified in this RFP. Proposers shall review their Proposal submissions to ensure the following requirements are met.

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

1. Proposer does not meet the minimum required skill, experience or requirements to perform the Services or provide the Materials.
2. Proposer has a past record of failing to fully perform or fulfill contractual obligations.
3. Proposer cannot demonstrate financial stability.
4. Proposal submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the Town in its evaluation of the Proposal.

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

C. Required Submittal. Proposers shall provide **ONE ORIGINAL, ONE COPY AND ONE DIGITAL COPY OF ALL OF THE FOLLOWING** documents to be considered a responsive Proposal:

1. Complete, fully executed original of this RFP, with the Offer signed in ink by a person authorized to bind the Proposer.
2. Scope of Work (Exhibit A)
2. Project Budget (Exhibit B)
3. Subcontractor Listing (Exhibit C)
4. Licenses; Certifications; DBE/MBE Status (Exhibit D)

5. References (Exhibit E)
6. Acknowledgment for each Addendum received, if any (Exhibit F)
7. Lawful Presence Form (Exhibit G)
8. Deviation Form (Exhibit H)
9. Proposal Bond (Exhibit I)
10. Participation in Boycott of Israel (Exhibit J)

D. Proposer Responsibilities. All Proposers shall (1) examine the entire Proposal package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Proposal and (4) submit the entire, completed Proposal package and required copies by the official Proposal Deadline. Late Proposals shall not be considered. Proposals not submitted with an **original, signed** Offer page by a person authorized to bind the Proposer shall be considered “non-responsive.” Negligence in preparing a Proposal shall not be good cause for withdrawal after the Proposal Deadline.

E. Sealed Proposals. All Proposals shall be sealed and clearly marked with the RFP title and number on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal.

F. Address. All Proposals shall be directed to the following address: Town of Florence, Town Clerk, P O Box 2670, Florence, Arizona, 85132 or hand delivered to the Town Clerk’s Office at 775 N. Main Street, Florence, Arizona 85132.

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

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

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

2.4 Inquiries; Interpretation of Specifications; Scope of Work.

A. Inquiries. Any question related to the RFP, including any part of the Specifications, Scope of Work or other Contract Documents, shall be directed to the Town Representatives whose names appear on the cover page of this RFP. Questions shall be submitted in writing by the date indicated on the cover page of this RFP; the Town will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor

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submitting such inquiry will be responsible for its prompt delivery to the Town. Any correspondence related to the RFP shall refer to the title and number, page and paragraph. However, the Proposer shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until the Proposal Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the Contract Documents.

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

Town of Florence Town Hall,
775 N. Main Street
Florence, Arizona 85132
Town of Florence website at: www.florenceaz.gov/rfp

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

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

E. Proposal Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Proposers' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Proposers' Offers presented for the Work under this Contract. The selected Contractor agrees that the Town shall not be held responsible if any of the quantities shall be found to be

incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. If any error, omission or misstatement is found to occur in the estimated quantities, the same shall not (1) invalidate the Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

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

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

2.7 Project Budget. Work shall be provided at the unit prices as set forth in the Project Budget attached hereto as Exhibit B and incorporated herein by reference. Proposal Budget shall be submitted on a per unit basis by line item, when applicable and include all applicable sales tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail.

2.8 Subcontracts. Proposers shall submit a listing of all proposed Subcontractors or suppliers that the Proposer intends to utilize relating to the Project, in the form attached hereto as Exhibit C. Failure on the part of the Proposer to complete or improperly complete the Subcontractor Listing will constitute sufficient cause for rejection. Proposed Subcontractors shall be qualified and have the requisite licenses and be licensed to do business in the State of Arizona. The Proposer may list itself by writing "Self" adjacent to the category of work for which the Proposer assumes responsibility for performance of the Work assumes the responsibility of the Subcontractor. Subcontractor Listings submitted by unsuccessful Proposers will be returned, unopened, unless required in order to determine responsibility and responsiveness of the Subcontractors and the Proposer's Offers. The Town reserves the right to review and reasonably object to the Subcontractors proposed, and the selected Contractor shall not retain a Subcontractor to which the Town has a reasonable objection.

2.9 Payment; Discounts. Contracts are paid via: 50% of cash amount paid 30 days prior to the event; balance paid once final reports are received and approved.

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

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

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

2.13 Public Record. All Proposals shall become the property of the Town. After Contract award, Proposals shall become public records and shall be available for public inspection in accordance with the Town’s Procurement Code, except that any portion of a Proposal that was designated as confidential pursuant to Section 2.14 below shall remain confidential from and after the time of Proposal opening to the extent permitted by Arizona law.

2.14 Confidential Information. If a Vendor/Proposer believes that a Proposal, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Proposer as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the Town Attorney and shall determine in writing whether the information shall be withheld. If the Town Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Proposer in writing of such determination.

2.15 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Proposer shall be registered with the Arizona Corporation Commission and authorized to do business in Arizona. Proposers shall provide license and certification information with the Proposal, attached as Exhibit D and incorporated herein by reference. Upon the Town’s request, corporations, limited liability companies, partnerships or other entities shall provide Certificates of Good Standing from the Arizona Corporation Commission. The successful bidder will be required to obtain a Town business license within 30 days of award.

2.16 Proposer Qualifications.

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

B. Investigation. The Town’s representative may conduct any investigation deemed necessary to determine the Proposer’s ability to perform the Work in accordance with the Contract Documents. The three lowest Proposers may be requested to submit additional documentation within 72 hours to assist the Town in its evaluation.

2.17

A. Recommendations for selection of the Art Festival will be based on the following weighted criteria of 100 possible points and passing status on all Pass or Fail categories.

Criteria:	Points
A. Cover Letter & Introduction	5
B. Experience, Background and Qualifications	25
C. Proposed Event Plan	30
D. Plan for Economic Vitality	20
E. Event Financing Plan	10
F. Financial Capability of Proposer	10
G. Professional References	P/F

2.18 Certification. By submitting a Proposal, the Proposer certifies:

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

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

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C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer, agent or elected official in connection with the submitted Proposal or a resultant Contract. In the event that the resultant Contract is canceled pursuant to Subsection 3.13(E) below, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

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

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

2.19 Proposal Bond. All Vendors desiring to prepare a responsive Proposal shall submit a non-revocable proposal security payable to the Town in the amount of ten percent (10%) of the total Proposal Price. This security shall be in the form of a proposal bond, certified check or cashier's check and must be in the possession of the Town Representative by the Proposal Deadline. All proposal security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and the Contract terminated by the Town. In case of default, the Town reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All proposal bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Proposer as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the Town will (A) issue a Notice of Award for those Offers accepted by the Town and (B) return all checks or bonds to those Proposers who have not been issued a Notice of Award.

2.20 Award of Contract.

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

B. Evaluation. The evaluation of this Proposal will be based on, but not limited to, the following: (1) compliance with Scope of Work, (2) Price, including alternates

selected by the Town, if any, and taxes, but excluding “as-needed” services requested by the Town and (3) Proposer qualifications to provide the Services/Materials.

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

D. Offer. A Proposal is a binding offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Proposer’s responsive Proposal, unless any of the terms, conditions, or specifications are modified by a written addendum or contract amendment. Proposals become binding contracts when the Acceptance of Offer and Notice of Award is executed in writing by the Town. Proposer Offers shall be valid and irrevocable for **90** Days after the Proposal Opening.

E. Protests. Any Proposer may protest this RFP, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the process set forth by the Town Manager or qualified designee.

ARTICLE III – GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

3.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the Work or Services of the Contractor, its officers, employees, agents, or any tier of Subcontractor in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

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

3.11 Insurance.

A. General.

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

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

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

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

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

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

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

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

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

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

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and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

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

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

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

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

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

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

B. Required Insurance Coverage.

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

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

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

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

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

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

3.13 Termination; Cancellation.

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

B. For Cause. If either party fails to perform any obligation pursuant to this Contract and such party fails to cure its nonperformance within 30 Days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 Days, then the defaulting party will have such additional periods of time as may be reasonably necessary

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under the circumstances, provided the defaulting party immediately (1) provides written notice to the non-defaulting party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 Days. In the event of such termination for cause, payment shall be made by the Town to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

3.14 Miscellaneous.

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

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

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

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

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

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

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against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

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

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

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

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

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

L. Offset.

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

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

M. Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S.

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Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Florence
 P O Box 2670
 775 N. Main Street
 Florence, Arizona 85132
 Attn: Brent Billingsley, Town Manager

With copy to: Town Clerk
 P O Box 2670
 775 N. Main Street
 Florence, AZ 85132
 Attn: Lisa Garcia

If to Contractor: _____

 Attn: _____

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

P. Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under subsection 3.14(R) below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or

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Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 3.14(R) below. To the extent necessary for the Town to audit Records as set forth in this subsection, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the Town to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Contract.

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

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

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

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

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

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EXHIBIT A
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Scope of Work]

See following pages.

EXHIBIT A SCOPE OF WORK

- a. Develop and manage every aspect of the Florence Art Festival
- b. Coordinate event logo and promotional materials
- c. Coordinate creative event marketing, including radio, print, online media, social marketing (Facebook), eblasts, and storefront posters
- d. Identify and contract with leading artists that will reach a maximum audience in terms of both participation and public relations outreach
- e. Complete competitive contracting and supervise set-up/break-down for all necessary event rentals, including tents, stage, sound, port-o-johns, tables and chairs
- f. Manage artist application process
- g. Recruit jurors and manage the process to approve/disapprove artists and crafters
- h. Create webpage for event
- i. Organize a “food court” for downtown businesses and outside vendors, including vendor applications and payment, proper health permits, street placement, and other vendor related needs
- j. Organize a “craft section” for downtown businesses and outside vendors, including vendor, including vendor applications and payment, street placement, and other vendor needs
- k. Organize set up of event space, including strategies for keeping pedestrian pathways clear and encourage visitors to patronize local businesses
- l. Organize and train event volunteers
- m. Organize photography and other documentation of event and participants
- n. Work with the Town to obtain necessary license and permits
- o. Work with the Town to coordinate street closures, and safety plans
- p. Coordination with the Town for stage, tent and all other necessary inspections
- q. Organize event cancellation insurance which will cover, at minimum, event expenses and the event management fee if the event is cancelled
- r. Describe your plan for security during event
- s. Describe your budgeting plans
- t. Describe your plans to count event attendance
- u. Describe your plan to increase economic vitality for downtown restaurants, and merchants
- v. Raise other funding and secure in-kind contributions as required to produce the Art festival
- w. On-site Operations Management for load-in and load-out
- x. Organize Beer Garden and all aspects associated with it
- y. Create band/entertainment lineup that will help draw people to the event
- z. Written post-event wrap-up reports delivered via e-mail no later than one month after event

EXHIBIT B
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Project Budget]

EXHIBIT B
PROJECT BUDGET

a. Please refer to the scope of work to determine the cost to perform the functions set forth. Proposals may include a request for Town funding to produce the event and should be included in the budget.

EXHIBIT C
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Subcontractor List]

See following page.

EXHIBIT D
TO
REQUEST FOR PROPOSAL NO. CS2019-04
[Licenses; Certifications; DBE/WBE Status]

See following page.

EXHIBIT D
LICENSES; CERTIFICATIONS; DBE/WBE STATUS

- Attach a copy of your Arizona Transaction Privilege Tax License**

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No_____.

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

EXHIBIT E
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[References]

See following page.

EXHIBIT E
REFERENCES

Provide the following information for three clients for whom Proposer has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Proposer may also attach another sheet with additional references.

1. Company: _____
Address: _____
City/State/Zip Code: _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

2. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

3. Company: _____
Address _____
City/State/Zip Code _____
Contact: _____
Telephone Number: _____
Date of Contract _____
Date of Contract _____
Project Description: _____
Contract Value: \$ _____
Annual Amount: \$ _____

EXHIBIT F
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Acknowledgments of Addenda received]

See following page(s).

ACKNOWLEDGEMENT OF AGENDA

_____ acknowledges that it has received the following addenda:
(Contractor)

(Addendum #)	(Date)

Date: _____

_____ (Signature)

_____ (Title)

EXHIBIT G
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Lawful Presence]

See following page(s).

EXHIBIT G
LAWFUL PRESENCE FORM

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
	A United States certificate of birth abroad.
	A United States passport.
	A foreign passport with a United States visa.
	An I-94 form with a photograph.
	A United States citizenship and immigration services employment authorization document or refugee travel document.
	A United States certificate of naturalization.
	A United States certificate of citizenship.
	A tribal certificate of Indian blood.
	A tribal or Bureau of Indian Affairs affidavit of birth.

****Attach copy of document to this sheet.**

Signature of Applicant

Date

Signature of Municipal Employee

Date

EXHIBIT H
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Deviation Form]

See following page(s).

EXHIBIT H

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Proposer intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or proposal based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Proposer agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting **does** **does not** (check one box) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Signature:

Date:

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL/OFFER/PROPOSAL

EXHIBIT I
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Proposal Bond]

EXHIBIT J
TO
REQUEST FOR PROPOSAL NO. CS2019-04

[Participation in Boycott of Israel]

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

Company Name

Signature of Authorized Person

Address

Printed Name of Authorized Person

City State Zip

Title of Authorized Person

NON-COLLUSIVE BIDDING CERTIFICATION

STATE OF _____)
) SS.

COUNTY OF _____)

I, _____ of the City/Town of _____, in the County of _____

_____ and the State of _____, of full age, being duly sworn according to the law of my oath depose and say that:

I am _____ a _____ of the firm of _____, the Bidder making the Bid for the Town of Florence Project

_____ and that I executed the said Bid with full authority to do so; that said Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named Project; and that all statements contained in said Bid and in this affidavit are true and correct, and made with full knowledge that the Town of Florence relies upon the truth of the statements contained in said Bid and in the statements contained in this affidavit in awarding the Contract for the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement of understanding, for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

 (Signature of Bidder)

 (Printed or Typed Name of Bidder)
 (Seal of Corporation)

Sworn to before me this _____ day of _____, 20__, in the County of _____, State of _____.

 (Notary Public)



10-23-2019

To The Town of Florence,

I am please to submit this response to the Town of Florence RFP numbered CS2019-04 for the Greater Florence Chamber of Commerce. The Chamber is presently in the perfect position to take on this project and build it into something the Town and County can be proud of for years to come.

In the last couple years the Chamber has demonstrated the desire and ability to make events such as this proposed Art Festival grow and be successful. In 2018, the Chamber put on a car show that drew 150 cars and more than 1700 people, making it one of the largest Town events in the first year. With a year to plan and word of it's success, the event grew to be more than 200 cars and more than 3000 attendees the following year in 2019. Currently plans are being made for the 3rd annual event in February 2020 and we are already looking at numbers approaching 350 cars and 4000 people. In addition, we are in the 19th year of hosting the Town's casino night, which has consistently brought in many of the Town's citizens for a good and memorable time.

This year the Chamber, along with the visitors center and McFarland State Park have partnered on a number of Art Shows and displays that have connected Florence to the local artist community. In fact in 2020 the plans and budget is in place for monthly Art Exhibits and evening open galleries in conjunction with the Third Fridays event in Downtown Florence to increase the Towns push towards the Artist Community.

The Greater Florence Chamber of Commerce is in the unique position to have the Board Support, the Town's business community backing and an Executive Director that is well versed in producing and operating large scale programs with measured success. We would take this Art Show and knock it out of the park from year one!

Sincerely

Roger Biede
Executive Director
Greater Florence Chamber of Commerce
Serving Historic Florence since 1889

EXHIBIT A
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Scope of Work]

See following pages.

2020 HISTORIC TOWN OF FLORENCE, AZ ART FESTIVAL PROJECT SCOPE STATEMENT

PROJECT OBJECTIVE

To plan, market, and operation the best Art Festival in Pinal County, bringing people from across the State to our Historic Town.

DELIVERABLES

- Two Day Art Festival to include food trucks, vendors, and highly regarded artists
- Marketing and advertising (including creative, and webpage) to make this a must see event from the first year
- Create a schematic plan for all booths, vendors, and safe movement of attendees and first responders
- Manage all aspects of work associated with a festival including vendors, security, barricades, set-up, break-down of equipment, and all audio visual
- Manage the Submission and judging of Artwork, and vendor recruitment
- Develop a Safety plan with local Police and Fire to insure a safe event
- Train and manage all staff needed for event
- Work with Town to insure all necessary permitting and street closures
- Coordinate with Town for Tent, stage, and other necessary inspections
- Organize Event Cancellation insurance
- Secure outside sponsorships to insure successful event
- Organize Alcohol area for participants with necessary security and licenses
- Report on event delivered to Town no later than one-month post event

TECHNICAL REQUIREMENTS

1. Detailed Security plan to be implemented that will control key points along street and sensitive vendor areas
 - a. Security to be at all entrances to event
 - b. Controlled access to alcohol area to insure safety and legal age
 - c. Town Police will be onsite for instant response to issues
 - d. All staff connected with walkie-talkies for immediate communication on all issues
2. Budget will be tightly controlled
 - a. Budget will be updated monthly with true numbers as determined
 - b. Extra items might not be ordered until funding in house to insure no loss
3. Increasing economic vitality of Downtown
 - a. Chamber will work with local businesses to cross promote
 - b. Local businesses will be recruited to do promotions day of event
 - c. Local businesses will be advertised as part of day event, encouraging people to visit
 - d. "Bingo" cards will be used to promote visitation of businesses, potentially earning prizes for completed cards
 - e. Businesses will be solicited to register booths in event to promote business
 - f. Attendees will be counted via raffle ticket stubs

EXHIBIT B
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Project Budget]

EXHIBIT B
PROJECT BUDGET

a. Please refer to the scope of work to determine the cost to perform the functions set forth. Proposals may include a request for Town funding to produce the event and should be included in the budget.

Date of Estimate: 10/20/19

**Florence Chamber
Spring Art Show
Historic Florence Arizona
March 21-22, 2020**

March 1, 2020

Estimated Based on: 250

PER PERSON		
DAY ONE -		
Booth Spaces	\$	(1,000.00)
Security	\$	(500.00)
Staff Food/Drinks	\$	(500.00)
Baricades, Street Closure, Police		Town
SUBTOTAL DAY ONE	\$ (8.00)	\$ (2,000.00)
DAY TWO -		
Booth Spaces	\$	(1,000.00)
Security	\$	(500.00)
Staff Food/Drinks	\$	(500.00)
Baricades, Street Closure, Police		Town
SUBTOTAL DAY TWO	\$ (8.00)	\$ (2,000.00)
CREATIVE		
Logo Development/Letterhead		<i>Chamber in house</i>
Promotional Campaign	\$	(5,500.00)
Printing	\$	(1,500.00)
Signage	\$	(2,000.00)
Contingency	\$	(5,000.00)
SUBTOTAL CREATIVE SERVICES	\$ (56.00)	\$ (14,000.00)
TECHNOLOGY AND REGISTRATION SERVICES		
ZAPP Application	\$	(4,500.00)
Event Cancellation Insurance	\$	(1,000.00)
SUBTOTAL TECHNOLOGY AND REGISTRATION SERVICES	\$ (22.00)	\$ (5,500.00)
SUBTOTAL PROGRAM ESTIMATES		\$ (23,500.00)

FINAL PROGRAM RECAP

SUBTOTAL PROGRAM COSTS	\$ (94.00)	\$ (23,500.00)
Town Supplement		\$ 25,000.00
Entry Fees @50 each		\$ 2,500.00
Vendor Booth @250 each		\$ 7,500.00
Food Vendors @100		\$ 500.00
Sponsorships		\$ 3,500.00
GRAND TOTAL ESTIMATED PROGRAM BUDGET	\$ 62.00	\$ 15,500.00

EXHIBIT C
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Subcontractor List]

See following page.

EXHIBIT D
TO
REQUEST FOR PROPOSAL NO. CS2019-02
[Licenses; Certifications; DBE/WBE Status]

See following page.

EXHIBIT D
LICENSES; CERTIFICATIONS; DBE/WBE STATUS

- Attach a copy of your Arizona Transaction Privilege Tax License**

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

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

EXHIBIT E
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[References]

See following page.

EXHIBIT E
REFERENCES

Provide the following information for three clients for whom Proposer has successfully completed similar projects as set forth in Section 2.16 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Proposer may also attach another sheet with additional references.

1. Company: MINI USA WWW.MINITAKESTHESTATES.COM
 Address: 300 CHESTNUT RIDGE
 City/State/Zip Code: WOODCLIFF LAKE, NJ 07677
 Contact: CARYN GRUN
 Telephone Number: 201-675-9041
 Date of Contract: JULY 2016
 Date of Contract: _____
 Project Description: MINI TAKES THE STATES - CROSS COUNTRY FESTIVAL
 Contract Value: \$ PRIVATE
 Annual Amount: \$

2. Company: CHAMBER OF COMMERCE FLORENCE
 Address: 24 RUGGLES
 City/State/Zip Code: FLORENCE, AZ 85132
 Contact: STACY GLAMIZO
 Telephone Number: 520-840-3106
 Date of Contract: FEB 2019
 Date of Contract: _____
 Project Description: MEMORIES ON MAIN CAR SHOW
 Contract Value: \$ 20,000+
 Annual Amount: \$

3. Company: BMW USA
 Address: 300 CHESTNUT RIDGE
 City/State/Zip Code: WOODCLIFF LAKE, NJ 07677
 Contact: RAY BROWN
 Telephone Number: 415 509-7971
 Date of Contract: FEB 2018
 Date of Contract: _____
 Project Description: TRACK DAY AND FESTIVAL PRODUCT DISPLAY WITH MUSIC FESTIVAL
 Contract Value: \$ PRIVATE
 Annual Amount: \$

EXHIBIT F
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Acknowledgments of Addenda received]

See following page(s).

ACKNOWLEDGEMENT OF AGENDA

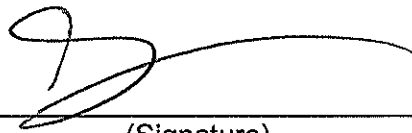
Robert Rose acknowledges that it has received the following addenda:
(Contractor)

NONE

(Addendum #)

(Date)

Date: Nov 4, 2019



(Signature)

EXECUTIVE DIRECTOR
(Title)

EXHIBIT G
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Lawful Presence]

See following page(s).

**EXHIBIT G
LAWFUL PRESENCE FORM**

Arizona Revised Statutes 1-501 and 1-502 apply to applicants of "federal public benefits" and "state and local public benefits". Grants, contracts and loans are considered public benefits and state law requires each person who applies for such benefits to submit at least one of the following documents demonstrating "lawful presence" in the United States.

The Principal of each group, consultant, or organization will complete this form.

Check the box next to the document indicating lawful presence.

<input checked="" type="checkbox"/>	An Arizona driver license issued after 1996 or an Arizona non-operating identification license
<input type="checkbox"/>	A driver license issued by a state that verifies lawful presence in the United States. (See Overview of State's Driver's License Requirements)
<input type="checkbox"/>	A birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
<input type="checkbox"/>	A United States certificate of birth abroad.
<input type="checkbox"/>	A United States passport.
<input type="checkbox"/>	A foreign passport with a United States visa.
<input type="checkbox"/>	An I-94 form with a photograph.
<input type="checkbox"/>	A United States citizenship and immigration services employment authorization document or refugee travel document.
<input type="checkbox"/>	A United States certificate of naturalization.
<input type="checkbox"/>	A United States certificate of citizenship.
<input type="checkbox"/>	A tribal certificate of Indian blood.
<input type="checkbox"/>	A tribal or Bureau of Indian Affairs affidavit of birth.

****Attach copy of document to this sheet.**



Signature of Applicant

11/4/2019

Date

Signature of Municipal Employee

Date

ARIZONA
Driver License

Number [REDACTED]
Expires 11/12/2034
Date of Birth [REDACTED]
Issued 12/30/2009

ROGER CARL BIEDE III

Class D Sex M
Eyes HAZ Height 5-11
Hair BR Weight 220





EXHIBIT H
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Deviation Form]

See following page(s).

EXHIBIT H

DEVIATION/COMPLIANCE CERTIFICATION

If the undersigned Proposer intends to deviate from the terms and requirements of any Contract Documents made a part of this solicitation, all such deviations shall be listed on this certification form, with complete detailed conditions and information included or attached. The Town may consider any deviations in its review, scoring and award decisions, and the Town reserves the right to accept or reject any proposal, offer, or proposal based upon any deviations indicated herein or in any attachments hereto.

In the absence of any deviation entry on this form, the Proposer agrees, certifies, and warrants the Town of their full compliance with all Contract Documents, and all other information contained in this solicitation.

Please list any deviations from the solicitation document below (attach additional sheets as needed):

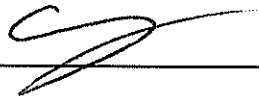
None

By signing below, I agree, certify, and warrant that the offer/proposal I am submitting **does** **does not** (check one box) deviate from the terms and requirements of the Contract Documents listed in this document. If deviating from the specifications of the solicitation, all such deviations are listed on this form, with complete detailed conditions and information included or attached. Any attachments to this form are identified as a continuation of the deviations to this solicitation.

Printed Name:

Rover Bros

Signature:



Date:

1/4/2019

THIS PAGE MUST BE RETURNED WITH THE PROPOSAL/OFFER/PROPOSAL

EXHIBIT I
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Proposal Bond]

EXHIBIT J
TO
REQUEST FOR PROPOSAL NO. CS2019-02

[Participation in Boycott of Israel]

PARTICIPATION IN BOYCOTT OF ISRAEL

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the Town of Florence from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the Town in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
 - (a) together with other investors that are not subject to this section.
 - (b) that are held in an index fund.
5. "Public entity" means the Town of Florence("Town"), a political subdivision of this STATE or an agency, board, commission or department of this Town or a political subdivision of this Town
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors/vendors must select one of the following and thereby certify that:

 X My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record.

 My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this certification, proposer agrees to indemnify and hold the Town of Florence, its agents and employees, harmless from any claims or causes of action relating to the Town's action based upon reliance on the above representations, including the payment of all costs and attorney's fees incurred by the Town in defending such an action.

GREATER FLORENCE CHAMBER OF COMMERCE
Company Name


24 RULIER
Address

FLORENCE AZ 85132
City State Zip


Signature of Authorized Person

ROBERT ROSE
Printed Name of Authorized Person

EXECUTIVE DIRECTOR
Title of Authorized Person

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 8c.
MEETING DATE: November 18, 2019 DEPARTMENT: Police STAFF PRESENTER: Chief Daniel R. Hughes SUBJECT: Code 3 Technologies: (8) Panasonic computers, keyboards, and docking stations-Capital & Impound Funds		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input checked="" type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Approve the purchase of eight Panasonic Mobile Data Computers with keyboards and eight docking stations from Code 3 Technologies in an amount not to exceed \$38,635.91.

BACKGROUND/DISCUSSION:

The Florence Police Department utilizes Mobile Data Computers (MDC's) in-car system to perform duties such as: completing reports, receiving ACJIS information (vehicle registration/warrants), and mapping. These MDC's are critical to the public safety function of the Florence Police Department. These MDC's are replacing outdated MDC's that are considered end-of-service life.

A VOTE OF NO WOULD MEAN:

The Police Department would be using outdated equipment that is unable to be serviced and updated which would affect the day-to-day operations of the officers during their patrol duties.

A VOTE OF YES WOULD MEAN:

The Police Department would be able to continue the day-to-day operations without interruption due to the updated system/hardware.

FINANCIAL IMPACT:

The total cost is \$38,635.91 which will be expensed from the following:

\$30,000.00 Capital Projects
\$ 8,635.91 Impound (3511) account

ATTACHMENTS:

State contract bid from Code 3 Technologies.

Town of Florence

REQUISITION

PO Box 2670
 Florence, AZ 85132
 Phone 520-868-7500

CHECKED FOR
 PO

OCT 24 2019

To CODE 3 TECHNOLOGY
 9855 E SOUTHERN AVE #50882

Vendor # 100253

MESA AZ 85209

Req # 55728

Ship To Address
 775 N MAIN ST
 P O BOX 2670
 FLORENCE AZ 85132

Date 10/17/2019

Department: POLICE

Attn

Phone 520 868 7500

Date Needed:

Fax

Amt	GL Acct	Please Supply Items Listed Below	Item#	Price per	Total
1	010-511-335	Capital Project: 8 mobile data computers, docks		30,000.00	30,000.00
1	566-511-408	Additional funds to cover capital project		8,635.91	8,635.91
	011-511-335	all POSTED - WILL DO TRANSFER OUT TO CIP FUND			38,635.91
		Alternative Bid Process - State Contract			
		Budgeted in the General Government CIP FUND #11 #50K			
		Total Freight/Misc Amount			REPLACE
				Total	38,635.91

Daniel Hughes
 Department Manager

Bob Jones
 Finance Director

[Signature]
 Town Manager

 Town Council

Town of Florence

REQUISITION

PO Box 2670
 Florence, AZ 85132
 Phone 520-868-7500

CHECKED FOR
 PO
 OCT 24 2019

To CODE 3 TECHNOLOGY
 9855 E SOUTHERN AVE #50882

Vendor # 100253

MESA AZ 85209

Req # 55728

Ship To Address
 775 N MAIN ST
 P O BOX 2670
 FLORENCE AZ 85132

Date 10/17/2019

Department: POLICE

Attn

Phone 520 868 7500

Date Needed:

Fax

Amt	GL Acct	Please Supply Items Listed Below	Item#	Price per	Total
1	010-511-335	Capital Project: 8 mobile data computers, docks		30,000.00	30,000.00
1	566-511-408	Additional funds to cover capital project		8,635.91	8,635.91
	011-511-335	ALL POSTED -			38,635.91
		WILL DO TRANSFER OUT			
		Total Freight/Misc. Amount			
				Total	38,635.91

Department Manager

Finance Director

Town Manager

Town Council



Town of Florence Bid Tabulation Sheet

General Ledger Account Number: **010-511-335**
516-511-408

Date Prepared: **09/13/19**

Prepared By: **P. Riccomini**

Email Confirmation (\$5,000 or less)

Written / Fax / Email (Mandatory over \$5,000 bids attached)

Sealed Bid Title:

Formal Sealed Bid:

Written Bid:

Open Date:

Close Date:

Item(s) (Include Quantity, Model & Color):

This bid is for eight Panasonic Mobile Data Computers, eight key boards, and eight docks. Code3 Technologies has a state contract which is ADSP018-183112

VENDOR NAME		CONTACT INFO:		Payment Terms (Discount)	Availability	Who Pays Shipping?	Unit Price	Extended Price	Comments
1	Name:	Code 3 Technologies	Contact:	Clay Jeppsen			35,336.00	\$ 38,635.91	Please see attached quote for price breakdown.
	Address:	9855 E. Southern Ave. Mesa, AZ 85209	Phone:	480-888-6401			Tax: 3,250.91		
	Quote #:	19-053	Fax:				Freight: 49.00		
	Received	09/04/19	Email:	clay@code3technology.com	REQ #:		PO #:		
2	Name:		Contact:					\$ 0.00	
	Address:		Phone:				Tax:		
	Quote #:		Fax:				Freight:		
	Received		Email:		REQ #:		PO #:		
3	Name:		Contact:					\$ 0.00	
	Address:		Phone:				Tax:		
	Quote #:		Fax:				Freight:		
	Received		Email:		REQ #:		PO #:		

Attach additional page(s), if necessary.

Vendor Satisfactor:

Justification (if not lowest bid.):

Department Head Approval:		Date:	9/16/19
Finance Director Approval:		Date:	10/10/19
Town Manager Approval:		Date:	10/15/19

If over \$24,999, must go to Town Council for approval.

Attach this approved form to purchase request with written quotes, if applicable.



PROPOSAL

Date: 9/3/2019
INVOICE # 19-053

Sgt. Phillip Riccomini
Florence Police Department
425 N.Pinal St. Florence AZ 85132
520-868-7663
Customer ID FPDZ001

Salesperson	Project	Payment Terms	Contract#
Clay Jeppsen	CF33 Toughbooks	Net 30, ACH, CC, Check	#ADSP018-183112

Part#	Description	Qty	Unit Price
CF-33LE-32VM	Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Upper:WWAN/Lower:dGPS), 4G LTE Multi Carrier (EM7511), dGPS, Hello Webcam, 8MP Cam, Contactless SmartCard, 2D Bar Laser (N6603), Toughbook Preferred, CF-SVCPDEP3Y - Toughbook & Toughpad Premier Deployment - Includes Imaging, Customer Portal Access, Multilocation Shipping And Disk Image Management At The Panasonic National Service Center (Years 1,2,3), FZ-SVC256SSD3Y - 256GB SSD - Toughpad No Return Of Defective Drive (Years 1,2, 3), FZ-SVCTPNF3YR - Protection Plus Warranty - Tablet PC (Years 1, 2, 3), CF-SVCBIOS1 - NSC Custom BIOS Post Sale Entitlement, CF-SVCADDP12B - Absolute Resilience - 12 Month Term - Panasonic PS Bundle Sled Customer Only.	8	\$3169.00
CF-VEK331LMP	Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch Arm. Forward or Reverse-dockable to Convertible Mode	8	\$499.00
H-33-LVD2	Havis laptop 2-in-1 vehicle dock (dual pass) for the Panasonic CF-33. USB 2.0 (4), USB 3.0 (2), Serial, Ethernet (2), HDMI, VGA, Docking Connector, Dual RF, Power, Release Lever, Lock (Keyed alike). Features two front USB ports for easy access. Requires Premium Keyboard (sold separately).	8	\$749.00
Subtotal			\$35,336.00
Sales Tax			\$3250.91
Shipping			\$49.00
Total			\$38,635.91

Quote expires 12/30/2019
Thank you for your business!



Master Blanket Purchase Order ADSP018-183112

Header Information

Purchase Order Number:	ADSP018-183112	Release Number:	0	Short Description:	Computer Hardware and Support
Status:	3PS - Sent	Purchaser:	Michael Hladik	Receipt Method:	Quantity
Fiscal Year:	2018	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	SPO - State Procurement Office	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	09/15/2017 10:21:43 AM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	No
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00
Contact Instructions:	Michael Hladik 602-542-9190 Michael.Hladik@azdoa.gov				
Master Blanket/Contract End Date (Maximum):	03/31/2020 11:59:59 PM				
Project No.:					
Building Code:					
Cost Code:					
Special Purchase Types:					
PIJ NUMBER:					
Coop Spend To Date:					
Commodity Reference Id:					
PO External Doc Type:	None				
Agency Attachments:	PO Terms & Conditions 1426516969 2015-2020 MNWN Computer Agreements Panasonic Contract.pdf 1489682157 2015-2020 MNWN Computer Agreements Panasonic Contract-Amwmdment 1.pdf Panasonic Arizona PA October 2017 Signed.pdf Panasonic COI expires 4-1-2018.pdf DPS Pricing from MCT Panasonic.pdf 1521478308 2015-2020 MNWN Computer Agreements Panasonic Contract-Amendment 2.pdf Panasonic PA Contract Amendment 1 Fully Executed.pdf				
Vendor Attachments:					

Agency Attachment
Forms:

Vendor Attachment
Forms:

Primary Vendor Information & PO Terms

Vendor: 000009630 - PANASONIC CORPORATION OF NORTH AMERICA
 Marc Taylor
 2730 S Honeysuckle Lane
 Gilbert, AZ 85295
 US
 Email: marc.taylor@us.panasonic.com
 Phone: (201)783-4932
 Alt. Reference: Z0001

Payment Terms:

Shipping Method:

Shipping Terms:

Freight Terms:

PO Acknowledgements:

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to marc.taylor@us.panasonic.com at 10/25/2017 04:08:17 PM	
Change Order 1	Emailed to marc.taylor@us.panasonic.com at 10/30/2017 11:29:11 AM	
Change Order 2	Emailed to marc.taylor@us.panasonic.com at 11/09/2017 12:54:04 PM	
Change Order 3	Emailed to marc.taylor@us.panasonic.com at 03/21/2018 02:51:16 PM	
Change Order 4	Emailed to marc.taylor@us.panasonic.com at 06/04/2018 08:46:33 AM	06/04/2018 10:32:53 AM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000000377	PZ000000377	PORTABLE COMPUTER SYSTEMS INC	Email	Active
000009630	PZ000009630	PANASONIC CORPORATION OF NORTH AMERICA	Email	Active
000009673	PZ000009673	Mobile Concepts Technology, LLC	Email	Active
000015265	PZ000015265	CDW Government LLC.	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 10/25/2017 **Master Blanket/Contract End Date:** 03/31/2020
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$1,630,954.99	\$0.00

Item Information

1-5 of 10
1 2

Print Sequence # 1.0, Item # 1: Computer Hardware - Servers. Price is percentage off published product price lists. 3PS
 See Contractor website or contact manufacturer direct or select any listed distributor for information and quote - Sent

NIGP Code: 204-91
 Servers, Microcomputer (Application, Database, File, Mail, Network, Web, etc)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 2.0, Item # 2: Computer Hardware - Storage. Price is percentage off published product price lists. 3PS -
 See Contractor website or contact manufacturer direct or select any listed distributor for -
 information and quote Sent

NIGP Code: 204-89
 Scanners and Readers, Magnetic Strip

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 3.0, Item # 3: Tax - May not be part of contractor's quote or part pf product unit price. Line item 3PS -
 added for convenience Sent

NIGP Code: 961-96
 Non-Professional Services (Not Otherwise Classified)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	
Project No.:		
Building Code:		
Cost Code:		
Property Number:		

Print Sequence # 4.0, Item # 4: Freight/Shipping/Delivery 3PS - Sent

NIGP Code: 962-86
 Transportation of Goods and Other Freight Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer:	Brand:	Model:
Make:	Packaging:	

Project No.:
 Building Code:
 Cost Code:
 Property Number:

Print Sequence # 5.0, Item # 5: Computer Hardware - Tablets. Price is percentage off published product price lists. See 3PS Contractor website or contact manufacturer direct or select any listed distributor for information and quote - Sent

NIGP Code: 204-54
 Microcomputers, Handheld, Laptop, and Notebook

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:
 Property Number:

Exit



STATE OF MINNESOTA
 Materials Management Division
 112 Administration Building
 50 Sherburne Avenue
 St. Paul, MN 55155
 Voice: 651.296.2600
 Fax: 651.297.3996



**MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
 WITH
 PANASONIC
 FOR**

COMPUTER EQUIPMENT: (Laptops and Tablets including Related Peripherals & Services)

To: Panasonic System Communications Company of North America Two Riverfront plaza, 6th floor Newark NJ. 07102	CONTRACT NO: MNWNC-124
Contract Vendor Administrator: Michelle Chapin Email: michelle.chapin@us.panasonic.com Phone: 973.303.7787	CONTRACT PERIOD: April 1, 2015, or upon final executed signatures, whichever is later
	Through March 31, 2017
	EXTENSION OPTION: UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement; 2. Minnesota WSCA-NASPO Master Agreement; 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. PANASONIC

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Donald W. Szczepaniak*
 Signature
 Donald W. Szczepaniak
 Printed Name
 Title: Vice President
 Date: 3/6/15
 By: _____
 Signature
 Printed Name
 Title: _____
 Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION
 In accordance with Minn. Stat. § 16C.03, subd. 3.

By: *Joe Kable*
 Signature
 Title: Master Agreement Administrator
 Date: 3/12/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION
 Or delegated representative.

By: Original signed
 Date: _____

MAR 12 2015

By Lucas J. Jannett



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
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COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

SUMMARY

- 1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are Identified below:**

Band 2: Laptop Band 3: Tablet

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

- 2. **EFFECTIVE DATE:** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
- 3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
- 4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

- 1. ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

- 2. CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

- 3. ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
- 4. AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

- 5. CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

6. **COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
7. **MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

8. **DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR.** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- a. clearly mark all trade secret materials at the time the information is submitted;
- b. include a statement with regard to the information justifying the trade secret designation for each item; and
- c. defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This Indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this Indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

9. **DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.
10. **ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.
11. **ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.
12. **IRREVOCABLE OFFER.** In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any

part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. **MATERIAL DEVIATION.** A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. **NONRESPONSIVE RESPONSES.** Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. **NOTICES.** If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:
MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
50 Sherburne Avenue
112 Administration Bldg.
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 1. A Participating Entity's Participating Addendum ("PA");
 2. Minnesota WSCA-NASPO Master Agreement
 3. The Solicitation including all addendums; and
 4. Contract Vendor's response to the SolicitationThese documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.
3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
5. **ASSIGNMENT/SUBCONTRACT.** Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.
6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.
7. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.**
 - 7.1 **Confidentiality.** Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential

or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include Information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Participating Entity is agreeing to the above language to the extent it is not in conflict with Participating Entity's public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
- i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.

- b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.
12. **GOVERNING LAW.** This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.
13. **INDEMNIFICATION. DELETED SEE SECTION 2C17**
14. **INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17**
15. **INDEPENDENT CONTRACT VENDOR.** The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.
16. **INDIVIDUAL CUSTOMER.** Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.
17. **INSURANCE.** Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's

state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contract Vendor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the Insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contract Vendor.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. **LAWS AND REGULATIONS.** Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. **LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY.** ~~DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.~~

20. **NO WAIVER OF SOVEREIGN IMMUNITY.** The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. **ORDER NUMBERS.** Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

22. **PARTICIPANTS.** WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. **PARTICIPATION OF ENTITIES.** Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. **PAYMENT.** Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct Invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
25. **PUBLIC INFORMATION.** The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.
26. **RECORDS ADMINISTRATION AND AUDIT.** The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

27. **REPORTS - SUMMARY AND DETAILED USAGE.** In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.
- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
 - b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 8, Attachment H.
 - c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.

- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING.

a. Acceptance. Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

b. Acceptance Testing. The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.

- 29. SYSTEM FAILURE OR DAMAGE.** In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT.

OWNERSHIP

- a. Ownership of Documents/Copyright. Any reports, studies, photographs, negatives, databases, computer programs, or other documents, whether in tangible or electronic forms, prepared by the Contract Vendor in the performance of its obligations under the Master Agreement and paid for by the Purchasing Entity shall be the exclusive property of the Purchasing Entity and all such material shall be remitted to the Purchasing Entity by the Contract Vendor upon completion, termination or cancellation of the Master Agreement. The Contract Vendor shall not use, willingly allow or cause to allow such material to be used for any purpose other than performance of the Contract Vendor's obligations under this Master Agreement without the prior written consent of the Purchasing Entity.
- b. Rights, Title and Interest. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trade marks, and service marks in the said documents that the Contract Vendor conceives or originates, either individually or jointly with others, which arises out of the performance of the Master Agreement, will be the property of the Purchasing Entity and are, by the Master Agreement, assigned to the Purchasing Entity along with ownership of any and all copyrights in the copyrightable material. The Contract Vendor also agrees, upon the request of the Purchasing Entity, to execute all papers and perform all other acts necessary to assist the Purchasing Entity to obtain and register copyrights on such materials. Where applicable, works of authorship created by the Contract Vendor for the Purchasing Entity in performance of the Master Agreement shall be considered "works for hire" as defined in the U.S. Copyright Act.
- c. Notwithstanding the above, the Purchasing Entity will not own any of the Contract Vendor's pre-existing intellectual property that was created prior to the Master Agreement and which the Purchasing Entity did not pay the Contract Vendor to create. The Contract Vendor grants the Purchasing Entity a perpetual, irrevocable, non-exclusive, royalty free license for Contract Vendor's pre-existing intellectual property that is contained in the products, materials, equipment or services that are purchased through this Master Agreement.

- 31. WAIVER OF BREACH.** Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default,

right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. **WARRANTY.** The warranty provided must be the manufacturer's written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is designed and manufactured in a commercially reasonable manner, and (d) the Product is free of defects.

For third party products sold by the Contract Vendor, the Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf.

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA). DELETE**
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.**
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of

Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. **Consequences.** The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. **Certification.** The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify; defend to the extent permitted by the Participating Entity's laws, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

19. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

20. LAWS AND REGULATIONS. Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

21. NONVISUAL ACCESS STANDARDS. Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :

- a. That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- b. That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;

- c. That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- d. That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

22. NOTICE TO RESPONDERS. Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.

23. ORGANIZATIONAL CONFLICTS OF INTEREST. The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
- the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
- the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

24. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY. Contract Vendor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include, but are not limited to, Contract Vendor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances; "Applications" shall include, but are not limited to, all purchased and custom external (web) applications. "Servers" shall include, but are not limited to, all of Contract Vendor's web, database, authentication, DNS, mail, proxy, and NTP servers. "Cardholder Data" shall mean any personally identifiable data associated with a cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, social security number, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contract Vendor must have a business continuity program which conforms to PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a representative or agent of the payment card industry and a representative or agent of the State shall be provided with full cooperation and access to conduct a thorough security review of Contract Vendor's operations, systems, records, procedures, rules, and practices in the event of a security intrusion in order to validate compliance with PCIDSS.

25. PERFORMANCE WHILE DISPUTE IS PENDING. Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

26. PREFERENCE.

Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subs. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mrmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response. If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

27. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

28. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

29. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

30. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and
- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.

31. RISK OF LOSS OR DAMAGE. The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

32. SEVERABILITY. If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.

33. STATE AUDITS (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.

34. SURVIVABILITY. The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees.

35. TRADE SECRET/CONFIDENTIAL INFORMATION. Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 2: Laptop Band 3: Tablet.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions
6. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



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MINNESOTA WCSA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICE LIST: PANASONIC SRP		POSTED ON THE WEBSITE	
2. BAND DISCOUNTS - (CATEGORY EXCEPTIONS APPLICABLE IN ALL BANDS)		CATEGORY	MINIMUM DISCOUNT
BAND 2 LAPTOP - FULLY RUGGEDIZED UNITS		2M	10%
BAND 3 TABLET		3M	12%
CATEGORY EXCEPTION: Business Rugged Equipment		23E	8%
CATEGORY EXCEPTION: Multimedia Display Accessories		23P1	10%
CATEGORY EXCEPTION: Multimedia-Pro Audio/visual		23P2	3%
CATEGORY EXCEPTION: Arbitrator		23P3	11%
CATEGORY EXCEPTION: Whiteboard Accessories		23P4	13%
CATEGORY EXCEPTION: Promotions Value Items		23PP	5%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
3. THIRD PARTY PRODUCTS - (APPLICABLE IN ALL BANDS)		TPM	11%
CATEGORY EXCEPTION: Promotions - Value Items		TPP	5%
4. SERVICES - Call to discuss additional discounts on large deployments and customized solutions			
Services are at the option of Participating States. Participating Addendums by each State may address service agreement terms and related travel. States may negotiate additional services. The majority of branded hardware includes a three year warranty. Customer may purchase warranty upgrades for certain hardware as offered. For standard warranty information for Tough Books: http://www.panasonic.com/business/toughbook/computer-support-warranty-information.asp			
Additional links are provided on the dedicated WCSA-NASPO website for other products and peripherals.			
Accidental damage: \$110; Image Loading \$60; Asset Tagging \$60; Installation \$1320;			
Initial Training Included. This initial training would include a consultation from our representative from the specific region to review the Panasonic product basic overview and functionality of the products. This would include how to operate the product, contact customer support for any technical support, and other aspects of the products. We have a representative for each State that is accessible by email or phone as well as US based phone support team and live chat for customer service.			
5. LEASING			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
6. ADDITIONAL DISCOUNTS - Request a quote for discounts on bulk/volume purchases.			
a. Quarterly promotions of additional 5-8%.			
b. For Fully Ruggedized Equipment additional quantity discounts will apply: QTY 50: 2% (i.e. 9%+2%=11%) QTY: 100 = 4% over 100 = call for quote. Based on each end user customer on a per transaction basis.			
c. Discounts on Peripherals:			
Multimedia Pro Displays:	22%	Projectors Large Venue:	48%
Projectors - Portable:	38%	Security Cameras & Accessories:	25%
Scanners-Departmental:	35%	Scanners-Workgroup:	30%
Scanners-Accessories:	30%	Whiteboards-electronic:	27%
Projectors - Installation:	48%	Scanners - personal:	20%
Scanners-Production:	30%	Whiteboards-Interactive:	29%
d. Volume Discount of \$50 per unit on Peripherals named below based on end user customer purchase on a per transaction basis. For end user customer purchasing 50 units or more an additional \$50 discount will be applied to each unit for the following items: Security Ipro Cameras, Installation DLP Projectors, 80" displays, Handheld ProAV Cameras, Departmental Scanners, Interactive Whiteboards.			



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2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales. The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME _____ DATE: _____
 BASELINE PRICE LIST: _____
 LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a) Baseline Price List and historic versions
 - b) Approved Product and Service Schedule (PSS)
 - c) Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d) Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e) Link to the WSCA-NASPO EmarketCenter
 - f) Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g) Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h) Sales representatives for participating entities
 - i) Purchase order tracking
 - j) Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k) Additional Terms may not be posted on the Website without written approval of the Lead State
 - l) Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m) Information on accessibility and accessible products
 - n) If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o) Links to environmental certification, including but not limited to take-back/recycling programs,
 - p) Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q) Service options, service agreements for negotiations when allowed by a participating addendum
 - r) EPEAT, Energy Star, etc.
 - s) Link to Signed Participating Addendums
 - t) Link to Signed Master Agreement
 - u) Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



COMPUTER EQUIPMENT
2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____
Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- Update of Product & Service Schedule Provide summary of additions, deletions and pricing changes.
- Quarterly Self Audit Check this box to verify the Quarterly Self Audit has been completed
- Third Party Product Addition Provide warranty Guarantee
- Marketing Approval Attach Materials for review
- Material Website Change Describe and provide link for review
- Miscellaneous Inquiry Provide detail (e.g. key contact change, etc.)

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____
Title of Requester: _____



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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST FORM (ARF)

ACTION REQUEST FORM LOG

Submit updated Action Log with each update. Log must provide history of previous update.

CONTRACT VENDOR: _____

Contact Name and Email (for questions): _____

DATE: _____

DATE SUBMITTED	ACTION REQUESTED:	DATE APPROVED



**COMPUTER EQUIPMENT
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MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G - DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

~~**BAND 6: RUGGEDIZED DEVICES** Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.~~

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard - and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business functions, designs, assembles, owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories. Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured

by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturer's general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8d.

MEETING DATE: November 18, 2019

DEPARTMENT: Finance for Public Works Department

STAFF PRESENTER: Becki Jimenez, Finance Director

SUBJECT: Request for Disposal

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other**

STRATEGIC PLAN REFERENCE:

- Community Vitality Economic Prosperity Leadership and Governance
- Partnership and Relationships Transportation and Infrastructure
- Statutory None

RECOMMENDED MOTION/ACTION:

Authorization to dispose of vehicles and equipment that are no longer needed and have outlived their useful life.

BACKGROUND/DISCUSSION:

The list includes vehicles, equipment, and/or small assets that are no longer needed and/or have outlived their useful life. The vehicles listed below have been deemed as eligible for disposal by our Fleet Maintenance Division for the following reasons:

- The vehicles have no further identifiable use in any town operation and have not been requested for use by any other Town department.

Item	Year	VIN#	Location
Ford Expedition XLT	2000	1FMRU156XYLC38992	Public Works Yard
Chevrolet Tahoe	2007	1GNFK03037R413639	Public Works Yard
John Deere Gator	1996	W004X2X017559	Public Works Yard
John Deere 1435 Mower	1998	TC1435D021300	Public Works Yard
Exercise Equipment	2004	N/A	Fire Station #1
Compressed Air Cylinders	1997-2005	N/A	Fire Station #1

The Town will dispose of the vehicles and equipment as per Policy, and the proceeds will be returned to the Town. The exercise equipment will be cut down for scrap and revenue will be used to purchase new exercise equipment.

A VOTE OF NO WOULD MEAN:

The Town will not dispose of the vehicles nor equipment and will keep them on the insurance (if applicable) and eventually will sell them at a later date; at which time the value will have reduced.

A VOTE OF YES WOULD MEAN:

To sell the items at auction and credit the revenue account for the sales, reducing the inventory and the insurance costs of items no longer needed or utilized.

FINANCIAL IMPACT:

The total salvage value of the items is estimated at \$1,150.

ATTACHMENTS:

None



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 8e.

MEETING DATE: November 18, 2019

DEPARTMENT: Public Works

STAFF PRESENTER: Christopher A. Salas, P.E.
Public Works Director

SUBJECT: Franklin Striping, Inc. contract for CIP T-69 Pavement Preservation

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Award a contract to Franklin Striping, Inc. under MCDOT Cooperative Contract #14097-S to sweep, prepare, apply paint and thermoplastic to update existing roadway striping for CIP T-69 Pavement Preservation, for the proposed amount of \$76,007,60 plus a 15% contingency of \$1,1401.14, making the not-to-exceed amount \$87,408.74.

BACKGROUND/DISCUSSION:

The striping of various roadways throughout Florence has faded, is failing and can be hard to see, especially at night. The roads targeted for striping in the Fall of 2019 are:

- Adamsville Road – Main Street to the West Town Limits (Exhibit 1 Map)
- Kelvin Highway – Highway 79 to the East Town limits (Exhibit 2 Map)
- Hunt Highway – Highway 79 to 300' past Attaway Road (Exhibit 3 Map)
- Attaway Road – Palmer Road to Hunt Highway (Exhibit 4 Map)
- Attaway Road – Arizona Farms Road to Judd Road (Exhibit 5 Map)
- Hunt Highway – Franklin Road to the North Town Limits (Exhibit 6 Map)
- Florence Heights Road – Highway 79 to Main Street (Exhibit 7 Map)

The refreshed striping will enable drivers to see the lanes clearly, creating less stress and safer roadways.

MCDOT has an existing paving Cooperative Contract (#14097-S) with Franklin Striping, Inc. that the Town of Florence is able to piggyback off of. This contract expires January 31, 2020.

Per section 4.12 of the Town's Purchasing Policy, Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council approval is required on any purchases of \$25,000 or more.

A VOTE OF NO WOULD MEAN:

Striping would be delayed until the next fiscal year. The existing striping would continue to deteriorate, creating more of a roadway safety issue.

A VOTE OF YES WOULD MEAN:

Striping would provide safer roadways, more durability, better visibility, product performance longevity, allowing for longer life on high volume roads.

FINANCIAL IMPACT:

The cost to contract with Franklin Striping Inc. would be of the proposal amount of \$76,007.60, plus 15% contingency of \$11,401.14 making the not to exceed \$87,408.74.

5.632 Vendor Selection

5.6321 Alternative purchase methods are identified if approved by necessity or by the Town Manager as indicated by Emergency / Sole Source Purchase, cooperative purchase, state contract or any other method authorized. The Finance Director reviews for budget availability and bidding procedures. The Town Manager reviews for need.

4.12 Purchasing Policy

Department Heads must approve all purchases regardless of dollar value. This does not preclude the Department Head from obtaining the necessary approval from the Town Manager and/or Town Council, nor does this allow them to have signature authority on contracts. The Town Manager has signature authority on purchases up to \$24,999. Town Council is required on any purchases of \$25,000 or more.

ATTACHMENTS:

- MCDOT Contract #14097-S, expires January 31, 2020
- Franklin Striping Incorporated - Scope of Work
- Exhibit 1 Map - Adamsville Road (Main Street to West Town Limits)
- Exhibit 2 Map - Kelvin Highway (Highway 79 to East Town Limits)
- Exhibit 3 Map - Hunt Highway (Highway 79 to 300' West of Attaway Road)
- Exhibit 4 Map - Attaway Road (Palmer Road to Hunt Highway)
- Exhibit 5 Map -Attaway Road (Arizona Farms Road to Judd Road)
- Exhibit 6 Map - Hunt Highway (Franklin Road to North Town Limits)
- Exhibit 7 Map - Florence Heights Road (Highway 79 to Main Street)

- Town of Florence Cooperative Use Contract with Franklin Striping through MCDOT 14097-S



Maricopa County
Office of Procurement Services

www.maricopa.gov

Chief Procurement Officer
320 W. Lincoln St.
Phoenix, AZ 85003
Phone: (602) 506-3007
Fax: (602) 258-1573

January 24, 2019


Franklin Striping Inc.
2832 S. 45th St.
Phoenix, AZ 85040

We are pleased to notify you that Maricopa County has renewed your contract to supply **INSTALLATION OF PAINT STRIPES AND MARKINGS** as indicated on the attached award sheet with an effective date of **February 01, 2019**.

In accordance with the bid specifications, purchasing documents will be forwarded to you covering the specific items of this award, which will include deliveries and terms.

If you have any questions regarding Serial **14097-S**, please contact **Brian Garcia** at **(602) 506-3246**.

Sincerely,



Brian Garcia, Procurement Officer
Office of Procurement Services

BG/yy
Attach.

cc: Office of Procurement Services
re: **Serial 14097-S**

SERIAL 14097-S INSTALLATION OF PAINT STRIPES AND MARKINGS

DATE OF LAST REVISION: January 24, 2019 CONTRACT END DATE: January 31, 2020

CONTRACT PERIOD THROUGH JANUARY 31, ~~2017-2018~~ 2019 2020

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **INSTALLATION OF PAINT STRIPES AND MARKINGS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 21, 2015 (Eff. 02/01/15)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BG/yy
Attach

Copy to: Office of Procurement Services
 Martie Harrell, MCDOT
 Suzi Williams, MCDOT

(Please remove Serial 10139-S from your contract notebooks)

FRANKLIN STRIPING, INC. 2832 S. 45TH ST. PHOENIX, AZ 85040

COMPANY NAME: Franklin Striping, Inc.
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 2832 S. 45th St. Phoenix, AZ 85040
 REMIT TO ADDRESS: 2832 S. 45th St. Phoenix, AZ 85040
 TELEPHONE NUMBER: 480-898-1180
 FACSIMILE NUMBER: 480-668-9688
 WEB SITE: franklinstriping.com
 REPRESENTATIVE NAME: Randy Franklin, June Messmore
 REPRESENTATIVE TELEPHONE NUMBER: 602-695-9748
 REPRESENTATIVE E-MAIL: randy@franklinstriping.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT: YES NO REBATE

WILL ACCEPT PROCUREMENT CARD FOR PAYMENT: YES NO

2% 10 DAYS NET 30 DAYS

SECOND CALL FIRST CALL

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.11	1	linear foot	Roadway Striping w/beads (Long Line) – WHITE Estimated Annual usage: 180000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.11	1	linear foot	Pict Roadway Striping w/beads (Long Line) – YELLOW Estimated Annual usage: 140000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.45	1	linear foot	Intersection Striping - Cross walk (12") (White or Yellow) Estimated Annual usage: 500 LF
Intersection Striping - Islands (8 inches)	\$0.22	1	linear foot	Intersection Striping - Islands Estimated Annual usage: 500 LF
Intersection Striping - Arrows (LT. RT. & ST.)	\$35.00	1	each	Intersection Striping - Arrows (LT. RT. & ST.) Estimated Annual usage: 10 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.90	1	linear foot	Railroad Pavement Marking - Stop Bar Estimated Annual usage: 108 LF
Railroad Pavement Marking - (X)ing Pavement Marking (16 inches)	\$0.80	1	linear foot	Railroad Pavement Marking – (X)ing Pavement Marking (16") Estimated Annual usage: 60 LF

FRANKLIN STRIPING INC

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking - (R.R.) Pavement Marking	\$50.00	1	each	Railroad Pavement Marking – (R.R) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$35.00	1	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$15.00	1	each	Estimated Annual usage:6 EA
Pavement Wording - All letters and/or Numbers	\$20.00	1	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.10	1	linear foot	Roadway Striping w/beads (Long Line) - WHITE Estimated Annual usage: 500000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.10	1	linear foot	Roadway Striping w/beads (Long Line) - YELLOW Estimated Annual usage: 300000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.40	1	linear foot	Intersection Striping - Cross walk (White or Yellow) Estimated Annual usage: 7200 LF
Intersection Striping - Islands (8 inches)	\$0.20	1	linear foot	Intersection Striping - Islands Estimated Annual usage: 3200 LF
Intersection Striping - Arrows (LT. RT. & ST.)	\$35.00	1	each	Intersection Striping - Arrows (LT. RT. & ST.) Estimated Annual usage: 72 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.80	1	linear foot	Railroad Pavement Marking - Stop Bar Estimated Annual usage: 1000 LF
Railroad Pavement Marking - (X) ing Pavement Marking	\$0.70	1	linear foot	Railroad Pavement Marking - (X) ing Pavement Marking Estimated Annual usage: 60 LF
Railroad Pavement Marking - (R.R.) Pavement Marking	\$45.00	1	each	Railroad Pavement Marking - (R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$30.00	1	each	Bike Lane Symbol Estimated Annual usage: 50 EA
Yield Symbol 18" (Sharks Teeth)	\$15.00	1	each	Estimated Annual usage: 6 EA
Pavement Wording - All letters and/or Numbers	\$20.00	1	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 60 mils thick	\$0.35	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) - 90 mils thick	\$0.45	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 100 LF

FRANKLIN STRIPING INC

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 120 mils thick	\$0.65	1	linear foot	Roadway Striping (Long Line) - 120 mils thick Estimated Annual usage: 100 LF
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$2.00	1	linear foot	Intersection Striping (at 120 mils thick) - Cross walk (White or Yellow) Estimated Annual usage: 1000 LF
Intersection Striping (at 120 mils thick) - Islands (8")	\$1.30	1	linear foot	Intersection Striping (at 120 mils thick) - Islands Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$135.00	1	each	Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.) Estimated Annual usage: 150 EA
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$3.50	1	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$2.00	1	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$100.00	1	each	Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking Estimated Annual usage: 2 EA
Bike Lane Symbol	\$175.00	1	each	Bike Lane Symbol Estimated Annual usage: 2 EA
Yield Symbol 18" (Sharks Teeth)	\$25.00	1	each	Estimated Annual usage: 6 EA
Pavement Wordings (120 mils) - All letters and/or Numbers	\$75.00	1	each	PAVEMENT WORDING (120 mils) (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 60 mils thick	\$0.32	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 30000 LF
Roadway Striping (Long Line) - 90 mils thick	\$0.42	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 500 LF
Roadway Striping (Long Line) - 120 mils thick	\$0.62	1	linear foot	Roadway Striping (Long Line) - 120 mils thick Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$1.80	1	linear foot	Intersection Striping (at 120 mils thick) - Cross walk (White or Yellow) Estimated Annual usage: 24000 LF
Intersection Striping (at 120 mils thick) - Islands (8")	\$1.15	1	linear foot	Intersection Striping (at 120 mils thick) - Islands Estimated Annual usage: 2000 LF
Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.)	\$125.00	1	each	Intersection Striping (at 120 mils thick) - Arrows (LT. RT. & ST.) Estimated Annual usage: 120 EA

FRANKLIN STRIPING INC

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$3.30	1	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar Estimated Annual usage: 5000 LF
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$1.80	1	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking Estimated Annual usage: 500 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$100.00	1	each	Railroad Pavement Marking (120 mils thick) - (R.R.) Pavement Marking Estimated Annual usage: 6 EA
Bike Lane Symbol	\$175.00	1	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$25.00	1	each	Estimated Annual usage:6 EA
Pavement Wording (120 mils) - All Letters and/or Numbers	\$75.00	1	each	Pavement Wording (120 mils)(Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
3M 290 - 2-way 1-color "Full size" Type H	\$2.75	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 2000 EA
3M 290 - 2-way 1-color "Full size" Type D	\$2.75	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 5000 EA
3M 290 - 1-way only "Full size" Type G	\$2.75	1	each	Stimsonite Markers - 1-way only "Full size" 3M 290 - 1-way only "Full size" Estimated Annual usage: 5000 EA
3M 290 - 2-way 1-color "Full size" Type BB	\$2.75	1	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" Estimated Annual usage: 50 EA
3M 290- 2-way 2-color "Full size"	\$2.75	1	each	Stimsonite Markers - 2-way 2-color "Full size" 3M 290- 2-way 2-color "Full size" Estimated Annual usage: 50 EA
Guardrail/Barrier Delineator (Reflectorized) - YELLOW	\$2.75	1	each	Guardrail/Barrier Delineator (Reflectorized) – YELLOW Estimated Annual usage: 25 EA
Guardrail/Barrier Delineator (Reflectorized) - WHITE	\$2.75	1	each	Guardrail/Barrier Delineator (Reflectorized) – WHITE Estimated Annual usage: 25 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) - YELLOW	\$2.75	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) –YELLOW Estimated Annual usage: 200 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) - WHITE	\$2.75	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) – WHITE Estimated Annual usage: 200 EA

FRANKLIN STRIPING INC

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
Ceramic Button (3/4" x 4") (Non-Reflectorized) - BLACK	\$2.75	1	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) – BLACK Estimated Annual usage: 200 EA
Raised Pavement Marker Recessing	\$25.00	1	each	Recessing w/Marker Estimated Annual usage: 200 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Paint	\$0.50	1	linear foot	Estimated Annual usage: 500 LF
Tape/Cold Plastic	\$0.70	1	linear foot	Estimated Annual usage: 100 LF
Thermoplastic	\$0.60	1	linear foot	Estimated Annual usage: 5000 LF
Guardrail/Jersey Barrier Markers	\$1.50	1	each	Estimated Annual usage: 25 EA
Arrows (LT. RT. & ST.)	\$50.00	1	each	Estimated Annual usage: 5 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking (R.R.) Pavement Marking	\$70.00	1	each	Estimated Annual usage: 2 EA
Bike Lane Symbol	\$45.00	1	each	Estimated Annual usage: 2 EA
Pavement Wording - All letters and/or Numbers	\$25.00	1	each	Estimated Annual usage: 2 EA
Raised Pavement Marker Removal	\$1.50	1	each	Estimated Annual usage: 1000 EA
Asphalt Slurry Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	\$5.00	1	square yard	Estimated Annual usage: 2500

Traffic Control				
Title	Unit Price	Qty	UofM	Description
SIGNS - Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$0.60	1	day	Please provide your daily rate.
SIGNS - Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$0.45	1	day	Please provide your daily rate.
SIGNS - Small Sign 24" x 24" (576-1295 Sq. In.)	\$0.38	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type A Low Intensity Flashing warning light	\$0.22	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type B High Intensity Flashing warning light	\$0.25	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type C Low Intensity Steady Burn warning light	\$0.25	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) - Type D 360 Degree Steady Burn warning light	\$0.25	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Type I Barricade - Vertical Panel	\$0.30	1	day	Please provide your daily rate.

FRANKLIN STRIPING INC

Traffic Control				
Title	Unit Price	Qty	UofM	Description
BARRICADES CONES MISCELLANEOUS - Portable Sign Stand (spring stand)	\$1.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Traffic Cone Reflectorized 28 Inches	\$0.30	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Sand Bag	\$1.25	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Flag	\$2.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Arrow Boards	\$35.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Portable Variable Message Signs Three-Line	\$55.00	1	day	Please provide your daily rate.
PILOT CAR RENTAL WITH DRIVER	\$65.00	1	hour	Please provide your hourly rate.

Traffic Control				
Title	Unit Price	Qty	UofM	Description
BARRICADE TRUCK RENTAL WITH DRIVER	\$60.00	1	hour	Barricade Truckwith Driver Please provides your hourly rate.
BARRICADE TRUCK MOUNTED ATTENUATOR WITH DRIVER	\$105.00	1	hour	Please provide your hourly rate.
Flagger	\$45.00	1	hour	Flagger with flagger paddle (Does not include truck) Please provide your hourly rate.
Traffic Control Technician	\$55.00	1	hour	Traffic Control Technician (Does not include truck) Please provide your hourly rate.
Traffic Supervisor	\$65.00	1	hour	Please provide your hourly rate.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 2 Way	\$1.50	1	each	2-Way Double-faced chip seal road markers with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 1 Way	\$1.50	1	each	1-way Chip seal marker with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - Chip Seal	\$1.00	1	each	Chip Seal Marker Removal As Directed by Engineer's Representative.
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 1	\$300.00	1	day	Zone 1 (Phoenix metropolitan area out to Deer Valley Road to the north Pima Roadalignment to the east Elliot Road alignment to the south Cotton Lane alignmentto the west)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 2	\$350.00	1	day	Zone 2 (Deer Valley alignment north to the county line Pima Road alignment east to thecounty line Elliot Road south to the SR238 alignment and Cotton Lane alignmentwest to the 339th Avenue alignment)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 3	\$400.00	1	day	Zone 3 (West of 339th Avenue to the county line and south of SR238 to the county line)

FRANKLIN STRIPING INC

Uniformed Off-Duty Officers / Vehicle (Minimum 4 Hours)				
Supplier	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Description
Franklin Striping Inc[Ad]	\$75.00	n/a	\$20.00	Please provide your hourly rate.

GREEN BICYCLE & PEDESTRIAN MARKINGS				
BASE BID LINE	DESCRIPTION	UNIT PRICE	QUANTITY	UNIT
1	Green Preformed ThermoPlastic 90MIL	\$9.25	1	SF
2	Green Preformed Thermo with Bike rider & Arrow 90MIL	\$435.00	1	EA
3	Green Preformed Thermo with Shared Lane Symbol 90MIL	\$515.00	1	EA
4	Preformed Thermo Shared Lane Symbol 90MIL	\$250.00	1	EA
5	MMA Green Bike Lane 90MIL	\$7.75	1	EA
6	Permanent Paint Shared Lane Symbol	\$ 80.00	1	EA
7	Mobilization for Bike Lane Markings	\$500.00	1	EA
-ITEMS OTHER THAN SPECIFIED...				

PRICING SHEET: NIGP 63066, 63166, 91276

Terms: 2% 10 DAYS NET 30 DAYS

Vendor Number: ~~20110055800~~ VC0000008203

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2017 2018 2019 2020.**

MRM CONSTRUCTION SERVICES 4806 S. 16TH STREET PHOENIX, AZ 85040

COMPANY NAME: MRM Construction Services
 DOING BUSINESS AS (DBA) NAME: _____
 MAILING ADDRESS: 4806 S. 16th Street Phoenix, AZ 85040
 REMIT TO ADDRESS: 4806 S. 16th Street Phoenix, AZ 85040
 TELEPHONE NUMBER: 602-340-0738
 FACSIMILE NUMBER: 602-340-0487
 WEB SITE: mrmcs.net
 REPRESENTATIVE NAME: Eric Varela
 REPRESENTATIVE TELEPHONE NUMBER: 602-301-0100
 REPRESENTATIVE E-MAIL: eric@mrmcs.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

NET 30 DAYS

THIRD CALL SECOND CALL

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.10	±	linear foot	Roadway Striping w/beads (Long Line) - WHITE Estimated Annual usage: 180000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.10	±	linear foot	Pict Roadway Striping w/beads (Long Line) - YELLOW Estimated Annual usage: 140000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.30	±	linear foot	Intersection Striping - Cross walk (12") (White or Yellow) Estimated Annual usage: 500 LF
Intersection Striping - Islands (8 inches)	\$0.20	±	linear foot	Intersection Striping - Islands (8") Estimated Annual usage: 500 LF
Intersection Striping - Arrows (LT, RT, & ST.)	\$40.00	±	each	Intersection Striping - Arrows (LT, RT, & ST.) Estimated Annual usage: 10 EA

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.95	±	linear foot	Railroad Pavement Marking - Stop Bar Estimated Annual usage: 108 LF

MRM CONSTRUCTION SERVICES

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking - (X)ing Pavement Marking (16 inches)	\$0.85	±	linear foot	Railroad Pavement Marking - "X"ing Pavement Marking Estimated Annual usage: 60 LF
Railroad Pavement Marking - (R.R.) Pavement Marking	\$40.00	±	each	Railroad Pavement Marking - (R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$40.00	±	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$5.00	±	each	Estimated Annual usage: 6 EA
Pavement Wording - All letters and/or Numbers	\$15.00	±	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.09	±	linear foot	Roadway Striping w/beads (Long Line) - WHITE Estimated Annual usage: 500000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.09	±	linear foot	Roadway Striping w/beads (Long Line) - YELLOW Estimated Annual usage: 300000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.30	±	linear foot	Intersection Striping - Cross walk (White or Yellow) Estimated Annual usage: 7200 LF
Intersection Striping - Islands (8 inches)	\$0.18	±	linear foot	Intersection Striping - Islands Estimated Annual usage: 3200 LF
Intersection Striping - Arrows (LT, RT, & ST.)	\$35.00	±	each	Intersection Striping - Arrows (LT, RT, & ST.) Estimated Annual usage: 72 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.85	±	linear foot	Railroad Pavement Marking - Stop Bar Estimated Annual usage: 1000 LF
Railroad Pavement Marking - (X)ing Pavement Marking	\$0.60	±	linear foot	Railroad Pavement Marking - (X)ing Pavement Marking Estimated Annual usage: 60 LF
Railroad Pavement Marking - (R.R.) Pavement Marking	\$40.00	±	each	Railroad Pavement Marking - (R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$40.00	±	each	Bike Lane Symbol Estimated Annual usage: 50 EA
Yield Symbol 18" (Sharks Teeth)	\$4.00	±	each	Estimated Annual usage: 6 EA
Pavement Wording - All letters and/or Numbers	\$12.50	±	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) - 60 mils thick	\$0.30	±	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 100 LF

MRM CONSTRUCTION SERVICES

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) – 90 mils thick	\$0.34	±	linear foot	Roadway Striping (Long Line) – 90 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) – 120 mils thick	\$0.38	±	linear foot	Roadway Striping (Long Line) – 120 mils thick Estimated Annual usage: 100 LF
Intersection Striping (at 120 mils thick) – Cross walk & Stop Bar (12")	\$1.20	±	linear foot	Intersection Striping (at 120 mils thick) – Cross walk (White or Yellow) Estimated Annual usage: 1000 LF
Intersection Striping (at 120 mils thick) – Islands (8")	\$0.80	±	linear foot	Intersection Striping (at 120 mils thick) – Islands Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) – Arrows (LT, RT, & ST.)	\$100.00	±	each	Intersection Striping (at 120 mils thick) – Arrows (LT, RT, & ST.) Estimated Annual usage: 150 EA
Railroad Pavement Marking (120 mils thick) – Stop Bar (24")	\$2.40	±	linear foot	Railroad Pavement Marking (120 mils thick) – Stop Bar Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) – "X" ing Pavement Marking	\$1.75	±	linear foot	Railroad Pavement Marking (120 mils thick) – "X" ing Pavement Marking Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) – "R.R." Pavement Marking	\$100.00	±	each	Railroad Pavement Marking (120 mils thick) – "R.R." Pavement Marking Estimated Annual usage: 2 EA
Bike Lane Symbol	\$75.00	±	each	Bike Lane Symbol Estimated Annual usage: 2 EA
Yield Symbol 18" (Sharks Teeth)	\$10.00	±	each	Estimated Annual usage: 6 EA
Pavement Wording (120 mils) – All letters and/or Numbers	\$40.00	±	each	PAVEMENT WORDING (120 mils) (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) – 60 mils thick	\$0.28	±	linear foot	Roadway Striping (Long Line) – 60 mils thick Estimated Annual usage: 30000 LF
Roadway Striping (Long Line) – 90 mils thick	\$0.32	±	linear foot	Roadway Striping (Long Line) – 90 mils thick Estimated Annual usage: 500 LF
Roadway Striping (Long Line) – 120 mils thick	\$0.59	±	linear foot	Roadway Striping (Long Line) – 120 mils thick Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) – Cross walk & Stop Bar (12")	\$1.67	±	linear foot	Intersection Striping (at 120 mils thick) – Cross walk (White or Yellow) Estimated Annual usage: 24000 LF

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Intersection Striping (at 120 mils thick) – Islands (8")	\$1.27	±	linear foot	Intersection Striping (at 120 mils thick) – Islands Estimated Annual usage: 2000 LF

MRM CONSTRUCTION SERVICES

Re-Striping, AZDOT-Spec Thermoplastic (No-Layout Required)				
Title	Unit Price	Qty	UofM	Description
Intersection Striping (at 120 mils thick) - Arrows (LT, RT, & ST.)	\$135.00	±	each	Intersection Striping (at 120 mils thick) - Arrows (LT, RT, & ST.) - Estimated Annual usage: 120 EA
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$3.34	±	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar - Estimated Annual usage: 5000 LF
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$1.60	±	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking - Estimated Annual usage: 500 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$80.00	±	each	Railroad Pavement Marking (120 mils thick) - (R.R.) Pavement Marking - Estimated Annual usage: 6 EA
Bike Lane Symbol	\$75.00	±	each	Bike Lane Symbol - Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$15.00	±	each	Estimated Annual usage: 6 EA
Pavement Wording (120 mils) - All Letters and/or Numbers	\$40.00	±	each	Pavement Wording (120 mils) (Example: School Stop Ahead) - All letters and/or Numbers Priced Individually - Estimated Annual usage: 10 EA

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
3M 290 - 2-way 1-color "Full size" Type H	\$4.50	±	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" - Estimated Annual usage: 2000 EA
3M 290 - 2-way 1-color "Full size" Type D	\$4.50	±	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" - Estimated Annual usage: 5000 EA
3M 290 - 1-way only "Full size" Type G	\$4.50	±	each	Stimsonite Markers - 1-way only "Full size" 3M 290 - 1-way only "Full size" - Estimated Annual usage: 5000 EA
3M 290 - 2-way 1-color "Full size" Type BB	\$4.50	±	each	Stimsonite Markers - 2-way 1-color "Full size" 3M 290 - 2-way 1-color "Full size" - Estimated Annual usage: 50 EA
3M 290 - 2-way 2-color "Full size"	\$4.50	±	each	Stimsonite Markers - 2-way 2-color "Full size" 3M 290 - 2-way 2-color "Full size" - Estimated Annual usage: 50 EA
Guardrail/Barrier Delineator (Reflectorized) - YELLOW	\$4.00	±	each	Guardrail/Barrier Delineator (Reflectorized) - YELLOW - Estimated Annual usage: 25 EA
Guardrail/Barrier Delineator (Reflectorized) - WHITE	\$4.00	±	each	Guardrail/Barrier Delineator (Reflectorized) - WHITE - Estimated Annual usage: 25 EA

MRM CONSTRUCTION SERVICES

Installation of Raised Reflective Pavement Markers					
Title	Unit Price	Qty	UofM	Description	
Ceramic Button (3/4" x 4") (Non-Reflectorized)-YELLOW	\$4.00	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized)-YELLOW Estimated Annual usage: 200 EA	
Ceramic Button (3/4" x 4") (Non-Reflectorized)-WHITE	\$4.00	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized)-WHITE Estimated Annual usage: 200 EA	
Ceramic Button (3/4" x 4") (Non-Reflectorized)-BLACK	\$4.00	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized)-BLACK Estimated Annual usage: 200 EA	
Raised Pavement Marker Recessing	\$10.00	±	each	Recessing w/Marker Estimated Annual usage: 200 EA	

Removal of Existing Pavement Markings / Markers					
Title	Unit Price	Qty	UofM	Description	
Paint	\$0.65	±	linear foot	Estimated Annual usage: 500 LF	
Tape/Cold Plastic	\$0.65	±	linear foot	Estimated Annual usage: 100 LF	
Thermoplastic	\$0.65	±	linear foot	Estimated Annual usage: 5000 LF	
Guardrail/Jersey Barrier Markers	\$2.00	±	each	Estimated Annual usage: 25 EA	
Arrows (LT, RT, & ST.)	\$100.00	±	each	Estimated Annual usage: 5 EA	
Railroad Pavement Marking (R.R.) Pavement Marking	\$100.00	±	each	Estimated Annual usage: 2 EA	
Bike Lane Symbol	\$50.00	±	each	Estimated Annual usage: 2 EA	
Pavement Wording - All letters and/or Numbers	\$75.00	±	each	Estimated Annual usage: 2 EA	
Raised Pavement Marker Removal	\$2.00	±	each	Estimated Annual usage: 1000 EA	
Asphalt Slurry Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	\$2.50	±	square yard	Estimated Annual usage: 2500	

Traffic Control					
Title	Unit Price	Qty	UofM	Description	
SIGNS - Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$0.75	±	day	Please provide your daily rate.	
SIGNS - Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$0.75	±	day	Please provide your daily rate.	
SIGNS - Small Sign 24" x 24" (576-1295 Sq. In.)	\$0.75	±	day	Please provide your daily rate.	
WARNING LIGHTS (FLASHERS) - Type A Low Intensity Flashing warning light	\$1.25	±	day	Please provide your daily rate.	
WARNING LIGHTS (FLASHERS) - Type B High Intensity Flashing warning light	\$2.25	±	day	Please provide your daily rate.	
WARNING LIGHTS (FLASHERS) - Type C Low Intensity Steady Burn warning light	\$3.25	±	day	Please provide your daily rate.	
WARNING LIGHTS (FLASHERS) - Type D 360 Degree Steady Burn warning light	\$4.25	±	day	Please provide your daily rate.	

MRM CONSTRUCTION SERVICES

Traffic Control				
Title	Unit Price	Qty	UofM	Description
BARRICADES CONES MISCELLANEOUS -- Type I Barricade -- Vertical Panel	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Portable Sign Stand (spring stand)	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Traffic Cone Reflectorized 28 Inches	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Sand Bag	\$1.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Flag	\$2.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Arrow Boards	\$35.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS -- Portable Variable Message Signs Three-Line	\$65.00	1	day	Please provide your daily rate.
PILOT CAR RENTAL WITH DRIVER	\$55.00	1	hour	Please provide your hourly rate.
BARRICADE TRUCK RENTAL WITH DRIVER	\$65.00	1	hour	Barricade Truckwith Driver Please provide your hourly rate.
BARRICADE TRUCK MOUNTED ATTENUATOR WITH DRIVER	\$75.00	1	hour	Please provide your hourly rate.
Flagger	\$25.00	1	hour	Flagger with flagger paddle (Does not include truck) Please provide your hourly rate.
Traffic Control Technician	\$30.00	1	hour	Traffic Control Technician (Does not include truck) Please provide your hourly rate.
Traffic Supervisor	\$35.00	1	hour	Please provide your hourly rate.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES -- 2 Way	\$3.00	1	each	2-Way Double faced chip seal road markers with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES -- 1 Way	\$3.00	1	each	1-way Chip seal marker with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES -- Chip Seal	\$3.00	1	each	Chip Seal Marker Removal As Directed by Engineer's Representative.
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)-- Zone 1	\$500.00	1	day	Zone 1 (Phoenix metropolitan area out to Deer Valley Road to the north Pima Road alignment to the east Elliot Road alignment to the south Cotton Lane alignment to the west)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)-- Zone 2	\$600.00	1	day	Zone 2 (Deer Valley alignment north to the county line Pima Road alignment east to the county line Elliot Road south to the SR238 alignment and Cotton Lane alignment west to the 339th Avenue alignment)

MRM CONSTRUCTION SERVICES

Traffic Control				
Title	Unit Price	Qty	UofM	Description
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME)-- Zone 3	\$700.00	1	day	Zone 3 (West of 339th Avenue to the county line and south of SR238 to the county line)

Uniformed Off-Duty Officers / Vehicle (Minimum 4 Hours)				
Supplier	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Description
MRM Construction Services	\$55.00	\$82.5	\$10.00	Please provide your hourly rate.

PRICING SHEET: NIGP 63066, 63166, 91276

Terms: _____ NET 30 DAYS

Vendor Number: _____ 20110055730 VC0000001283

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending January 31, 2017 2018 2019.

****CONTRACT EXPIRES AS OF 01/24/19****

ROADSAFE TRAFFIC SYSTEMS, INC 3015 E ILLINI ST PHOENIX, AZ 85040

COMPANY NAME: Roadsafe Traffic Systems, Inc.
 DOING BUSINESS AS (DBA) NAME: N/A
 MAILING ADDRESS: 3015 E Illini St Phoenix, AZ 85040
 REMIT TO ADDRESS: 3015 E Illini St Phoenix, AZ 85040
 TELEPHONE NUMBER: 602-243-1218
 FACSIMILE NUMBER: 602-243-3470
 WEB SITE: www.roadsafetraffic.com
 REPRESENTATIVE NAME: Tim Passaglia
 REPRESENTATIVE TELEPHONE NUMBER: 602-243-1218
 REPRESENTATIVE E-MAIL: tpassaglia@roadsafetraffic.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

NET 60 DAYS

FIRST CALL

New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line) - WHITE	\$0.07	+	linear foot	Roadway Striping w/beads (Long Line) - WHITE Estimated Annual usage: 180000 LF
Roadway Striping w/beads (Long Line) - YELLOW	\$0.07	+	linear foot	Pict Roadway Striping w/beads (Long Line) - YELLOW Estimated Annual usage: 140000 LF
Intersection Striping - Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.40	+	linear foot	Intersection Striping - Cross walk (12") (White or Yellow) Estimated Annual usage: 500 LF
Intersection Striping - Islands (8 inches)	\$0.20	+	linear foot	Intersection Striping - Islands (8") Estimated Annual usage: 500 LF
New Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, Layout Required)				
Title	Unit Price	Qty	UofM	Description
Intersection Striping - Arrows (LT, RT, & ST.)	\$0.45 \$45.00	+	each	Intersection Striping - Arrows (LT, RT, & ST.) Estimated Annual usage: 10 EA
Railroad Pavement Marking - Stop Bar (24 inches)	\$0.90	+	linear foot	Railroad Pavement Marking - Stop Bar (24") Estimated Annual usage: 108 LF
Railroad Pavement Marking - (X)ing Pavement Marking (16 inches)	\$0.85	+	linear foot	Railroad Pavement Marking - (X)ing Pavement Marking (16") Estimated Annual usage: 60 LF

ROADSAFE TRAFFIC SYSTEMS INC

Railroad Pavement Marking-- (R.R.) Pavement Marking	\$40.00	±	each	Railroad Pavement Marking--(R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$65.00	±	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$10.00	±	each	Estimated Annual usage:6 EA
Pavement Wording-- All letters and/or Numbers	\$15.00	±	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA
Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping w/beads (Long Line)-- WHITE	\$0.05	±	linear foot	Roadway Striping w/beads (Long Line)-- WHITE Estimated Annual usage: 500000 LF
Roadway Striping w/beads (Long Line)-- YELLOW	\$0.05	±	linear foot	Roadway Striping w/beads (Long Line)-- YELLOW Estimated Annual usage: 300000 LF
Intersection Striping-- Cross walk/Stop Bar (12 inches) (White or Yellow)	\$0.35	±	linear foot	Intersection Striping-- Cross walk (White or Yellow) Estimated Annual usage: 7200 LF
Intersection Striping-- Islands (8 inches)	\$0.14	±	linear foot	Intersection Striping-- Islands Estimated Annual usage: 3200 LF
Intersection Striping-- Arrows (LT, RT, & ST.)	\$35.00	±	each	Intersection Striping-- Arrows (LT, RT, & ST.) Estimated Annual usage: 72 EA
Railroad Pavement Marking-- Stop Bar (24 inches)	\$0.85	±	linear foot	Railroad Pavement Marking-- Stop Bar Estimated Annual usage: 1000 LF

Re-Striping, Water Borne Paint (ADOT Maintenance Formula 1 HB, No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking-- (R.R.) Pavement Marking	\$40.00	±	each	Railroad Pavement Marking--(R.R.) Pavement Marking Estimated Annual usage: 3 EA
Bike Lane Symbol	\$60.00	±	each	Bike Lane Symbol Estimated Annual usage: 50 EA
Yield Symbol 18" (Sharks Teeth)	\$8.00	±	each	Estimated Annual usage: 6 EA
Pavement Wording-- All letters and/or Numbers	\$15.00	±	each	Pavement Wording (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

ROADSAFE TRAFFIC SYSTEMS INC

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) -60 mils thick	\$0.21	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) -90 mils thick	\$0.28	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 100 LF
Roadway Striping (Long Line) -120 mils thick	\$0.32	1	linear foot	Roadway Striping (Long Line) - 120 mils thick Estimated Annual usage: 100 LF
Intersection Striping (at 120 mils thick) - Cross walk & Stop Bar (12")	\$1.25	1	linear foot	Intersection Striping (at 120 mils thick) - Cross walk (White or Yellow) Estimated Annual usage: 1000 LF
Intersection Striping (at 120 mils thick) - Islands (8")	\$0.85	1	linear foot	Intersection Striping (at 120 mils thick) - Islands Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) - Arrows (LT, RT, & ST.)	\$90.00	1	each	Intersection Striping (at 120 mils thick) - Arrows (LT, RT, & ST.) Estimated Annual usage: 150 EA
Railroad Pavement Marking (120 mils thick) - Stop Bar (24")	\$2.50	1	linear foot	Railroad Pavement Marking (120 mils thick) - Stop Bar Estimated Annual usage: 100 LF

New Striping, AZDOT New Spec Thermoplastic (Layout Required)				
Title	Unit Price	Qty	UofM	Description
Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking	\$1.65	1	linear foot	Railroad Pavement Marking (120 mils thick) - "X" ing Pavement Marking Estimated Annual usage: 100 LF
Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking	\$95.00	1	each	Railroad Pavement Marking (120 mils thick) - "R.R." Pavement Marking Estimated Annual usage: 2 EA
Bike Lane Symbol	\$90.00	1	each	Bike Lane Symbol Estimated Annual usage: 2 EA
Yield Symbol 18" (Sharks Teeth)	\$22.00	1	each	Estimated Annual usage: 6 EA
Pavement Wordings (120 mils) - All letters and/or Numbers	\$30.00	1	each	PAVEMENT WORDING (120 mils) (Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) -60 mils thick	\$0.22	1	linear foot	Roadway Striping (Long Line) - 60 mils thick Estimated Annual usage: 30000 LF
Roadway Striping (Long Line) -90 mils thick	\$0.28	1	linear foot	Roadway Striping (Long Line) - 90 mils thick Estimated Annual usage: 500 LF

ROADSAFE TRAFFIC SYSTEMS INC

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Roadway Striping (Long Line) –120 mils thick	\$0.32	†	linear foot	Roadway Striping (Long Line) –120 mils thick Estimated Annual usage: 500 LF
Intersection Striping (at 120 mils thick) – Cross walk & Stop Bar (12")	\$1.15	†	linear foot	Intersection Striping (at 120 mils thick)– Cross walk (White or Yellow) Estimated Annual usage: 24000 LF
Intersection Striping (at 120 mils thick) – Islands (8")	\$0.85	†	linear foot	Intersection Striping (at 120 mils thick)– Islands Estimated Annual usage: 2000 LF
Intersection Striping (at 120 mils thick) – Arrows (LT, RT, & ST.)	\$87.00	†	each	Intersection Striping (at 120 mils thick)– Arrows (LT, RT, & ST.) Estimated Annual usage: 120 EA
Railroad Pavement Marking (120 mils thick) – Stop Bar (24")	\$2.60	†	linear foot	Railroad Pavement Marking (120 mils thick)– Stop Bar Estimated Annual usage: 5000 LF
Railroad Pavement Marking (120 mils thick) – "X" ing Pavement Marking	\$1.50	†	linear foot	Railroad Pavement Marking (120 mils thick)– "X" ing Pavement Marking Estimated Annual usage: 500 LF
Railroad Pavement Marking (120 mils thick) – "R.R." Pavement Marking	\$90.00	†	each	Railroad Pavement Marking (120 mils thick)– (R.R.) Pavement Marking Estimated Annual usage: 6 EA
Bike Lane Symbol	\$85.00	†	each	Bike Lane Symbol Estimated Annual usage: 6 EA
Yield Symbol 18" (Sharks Teeth)	\$15.00	†	each	Estimated Annual usage: 6 EA

Re-Striping, AZDOT Spec Thermoplastic (No Layout Required)				
Title	Unit Price	Qty	UofM	Description
Pavement Wording (120 mils) – All Letters and/or Numbers	\$26.00	†	each	Pavement Wording (120 mils)(Example: School Stop Ahead) All letters and/or Numbers Priced Individually Estimated Annual usage: 10 EA

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
3M 290 – 2-way 1-color "Full size" Type H	\$2.25	†	each	Stimsonite Markers – 2-way 1-color "Full size" 3M 290 – 2-way 1-color "Full size" Estimated Annual usage: 2000 EA
3M 290 – 2-way 1-color "Full size" Type D	\$2.25	†	each	Stimsonite Markers – 2-way 1-color "Full size" 3M 290 – 2-way 1-color "Full size" Estimated Annual usage: 5000 EA
3M 290 – 1-way only "Full size" Type G	\$2.25	†	each	Stimsonite Markers – 1-way only "Full size" 3M 290 – 1-way only "Full size" Estimated Annual usage: 5000 EA
3M 290 – 2-way 1-color "Full size" Type BB	\$2.25	†	each	Stimsonite Markers – 2-way 1-color "Full size" 3M 290 – 2-way 1-color "Full size" Estimated Annual usage: 50 EA
3M 290 – 2-way 2-color "Full size"	\$2.25	†	each	Stimsonite Markers – 2-way 2-color "Full size" 3M 290 – 2-way 2-color "Full size" Estimated Annual usage: 50 EA

ROADSAFE TRAFFIC SYSTEMS INC

Installation of Raised Reflective Pavement Markers				
Title	Unit Price	Qty	UofM	Description
Guardrail/Barrier Delineator (Reflectorized) – YELLOW	\$2.25	±	each	Guardrail/Barrier Delineator (Reflectorized) – YELLOW Estimated Annual usage: 25 EA
Guardrail/Barrier Delineator (Reflectorized) – WHITE	\$2.25	±	each	Guardrail/Barrier Delineator (Reflectorized) – WHITE Estimated Annual usage: 25 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) – YELLOW	\$2.25	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) – YELLOW Estimated Annual usage: 200 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) – WHITE	\$2.25	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) – WHITE Estimated Annual usage: 200 EA
Ceramic Button (3/4" x 4") (Non-Reflectorized) – BLACK	\$2.25	±	each	Ceramic Button (3/4" * 4") (Non-Reflectorized) – BLACK Estimated Annual usage: 200 EA
Raised Pavement Marker Recessing	\$6.50	±	each	Recessing w/Marker Estimated Annual usage: 200 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Paint	\$0.50	±	linear foot	Estimated Annual usage: 500 LF
Tape/Cold Plastic	\$0.75	±	linear foot	Estimated Annual usage: 100 LF
Thermoplastic	\$0.60	±	linear foot	Estimated Annual usage: 5000 LF
Guardrail/Jersey Barrier Markers	\$1.00	±	each	Estimated Annual usage: 25 EA
Arrows (LT, RT, & ST.)	\$60.00	±	each	Estimated Annual usage: 5 EA
Railroad Pavement Marking (R.R.) Pavement Marking	\$90.00	±	each	Estimated Annual usage: 2 EA
Bike Lane Symbol	\$65.00	±	each	Estimated Annual usage: 2 EA

Removal of Existing Pavement Markings / Markers				
Title	Unit Price	Qty	UofM	Description
Pavement Wording – All letters and/or Numbers	\$25.00	±	each	Estimated Annual usage: 2 EA
Raised Pavement Marker Removal	\$1.00	±	each	Estimated Annual usage: 1000 EA
Asphalt Slurry Type II - Obliterated Road Marking Sealant (MAG Section 460.2)	\$4.50	±	square yard	Estimated Annual usage: 2500

Traffic Control				
Title	Unit Price	Qty	UofM	Description
SIGNS – Large Sign 48" x 48" (2304 Sq. In.) or Larger	\$1.75	±	day	Please provide your daily rate.
SIGNS – Medium Sign 36" x 36" (1296-2303 Sq. In.)	\$1.00	±	day	Please provide your daily rate.
SIGNS – Small Sign 24" x 24" (576-1295 Sq. In.)	\$0.75	±	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS) – Type A Low Intensity Flashing warning light	\$0.25	±	day	Please provide your daily rate.

ROADSAFE TRAFFIC SYSTEMS INC

Traffic Control				
Title	Unit Price	Qty	UofM	Description
WARNING LIGHTS (FLASHERS)- Type B High Intensity Flashing warning light	\$1.00	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS)- Type C Low Intensity Steady Burn warning light	\$0.25	1	day	Please provide your daily rate.
WARNING LIGHTS (FLASHERS)- Type D 360 Degree Steady Burn warning light	\$3.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Type I Barricade - Vertical Panel	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Portable Sign Stand (spring stand)	\$1.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Traffic Cone Reflectorized 28 Inches	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Sand Bag	\$0.50	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Flag	\$1.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Arrow Boards	\$20.00	1	day	Please provide your daily rate.
BARRICADES CONES MISCELLANEOUS - Portable Variable Message Signs Three-Line	\$55.00	1	day	Please provide your daily rate.
PILOT CAR RENTAL WITH DRIVER	\$50.00	1	hour	Please provide your hourly rate.
BARRICADE TRUCK RENTAL WITH DRIVER	\$50.00	1	hour	Barricade Truck with Driver Please provide your hourly rate.
BARRICADE TRUCK MOUNTED ATTENUATOR WITH DRIVER	\$65.00	1	hour	Please provide your hourly rate.

Traffic Control				
Title	Unit Price	Qty	UofM	Description
Flagger	\$36.00	1	hour	Flagger with flagger paddle (Does not include truck) Please provide your hourly rate.
Traffic Control Technician	\$36.00	1	hour	Traffic Control Technician (Does not include truck) Please provide your hourly rate.
Traffic Supervisor	\$55.00	1	hour	Please provide your hourly rate.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 2 Way	\$1.00	1	each	2-Way Double-faced chip seal road markers with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - 1 Way	\$1.00	1	each	1-way Chip seal marker with double clear protective cover.
PURCHASE AND INSTALLATION/REMOVAL OF SUPPLIES - Chip Seal	\$0.85	1	each	Chip Seal Marker Removal As Directed by Engineer's Representative.

ROADSAFE TRAFFIC SYSTEMS INC

Traffic Control				
Title	Unit Price	Qty	UofM	Description
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 1	\$50.00	1	day	Zone 1 (Phoenix metropolitan area out to Deer Valley Road to the north Pima Road alignment to the east Elliot Road alignment to the south Cotton Lane alignment to the west)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 2	\$125.00	1	day	Zone 2 (Deer Valley alignment north to the county line Pima Road alignment east to the county line Elliot Road south to the SR238 alignment and Cotton Lane alignment west to the 339th Avenue alignment)
MOBILIZATION AND DEMOBILIZATION (TRAVEL TIME) - Zone 3	\$150.00	1	day	Zone 3 (West of 339th Avenue to the county line and south of SR238 to the county line)

Uniformed Off-Duty Officers / Vehicle (Minimum 4 Hours)				
Supplier	Regular Pay	Overtime Pay	Vehicle Hourly Rate	Description
roadsafe traffic systems	\$65.00	\$85.00	\$8.00	Please provide your hourly rate.

PRICING SHEET: NIGP 63066, 63166, 91276

Terms: _____ NET 60 DAYS

Vendor Number: _____ 20110012830-VC0000002511

Certificates of Insurance _____ Required

Contract Period: _____ To cover the period ending January 31, 2017-2018.

****CONTRACT CANCELLED EFFECTIVE 08/24/17****

INSTALLATION OF PAINT STRIPES AND MARKINGS

1.0 INTENT:

The intent of this Invitation for Bid is to establish a contract for the Installation of Paint Stripes and Markings and the items specifically listed herein for use by the Maricopa County Department of Transportation.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.14 and 2.15, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF SERVICES:

2.1 PAINT STRIPES AND MARKINGS:

2.1.1 Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Paint Pavement Markings (SECTION 461).

2.1.2 This solicitation is being issued for materials and installation under MCDOT Section 461 with the following exceptions:

2.1.3 The types of paint used for CONTRACTOR application are water borne 100% Acrylic Polymer Emulsion (high build type) and Crosslink Polymer Emulsion (plastic type) white and yellow (lead and lead-free). The Pricing Documentation shall indicate the pricing of each type and the manufacturer's brand name and product code/series number.

2.1.4 MCDOT Section 461.2.01 "Pavement Marking Paint":

2.1.4.1 Composition Requirements:

2.1.4.1.1 The pavement marking paint shall be a ready-mixed, one component, water-borne lead-free traffic line paint, of the correct color, to be applied to either asphaltic or Portland cement concrete pavement. The composition of the paint shall be a cross link polymer emulsion equivalent to or better than Arizona Formula 1 or 2 (See Exhibit 2), acceptability of proposed equivalency to be determined by the Engineer. The marking paint shall be a pigmented water-borne paint containing all the necessary co-solvents, dispersant, wetting agents, preservatives and all other additives, so that the paint shall retain its viscosity, stability and all of the properties as specified herein. The manufacturer shall certify that the product does not contain mercury, lead, hexavalent chromium, toluene, chlorinated solvents, hydrolysable chlorine derivatives, ethylene-based glycol ethers and their acetates, and not any carcinogen, as defined in 29 CFR 1910.1200. Lead content shall not exceed 0.06 percent of weight of the dry film, and the test for chromium content shall be negative.

2.1.4.1.2 No glass beads will be allowed in the pavement marking paint. Glass beads will be applied after the paint has been applied.

2.1.4.2 Quantitative Requirements of Mixed Paints:

	White	Yellow
Pigment: % by weight, ASTM D 3723, allowable variation from qualifying sample	+ 2.0	+ 2.0
Non-volatile Content: % by weight, ASTM D 2369, allowable variation from qualifying sample	+ 2.0	+ 2.0
Viscosity: Krebs Units at 77° ± 1°F, ASTM D 562	80 – 95	80 – 95
Weight per Gallon Pounds per gallon at 77° ± 1°F, ASTM D 1475P, allowable variation from qualifying sample	+ 0.3	+ 0.3
Vehicle Composition: Vehicle Infrared Spectra, ASTM D 2621, allowable variation from qualifying sample	None	None
pH: ASTM E 70, allowable variation from qualifying sample	+ 1.0	+ 1.0
Fineness of Dispersion: HEGMAN, minimum, ASTM D 1210	3.0	3.0
Volatile Organic Compounds: Pounds per gallon of paint, maximum ASTM D 3960 according to 7.1.2	2.1	2.1
Flash Point: °F, minimum, ASTM D 93, Method A	100	100
Dry Time to No Pick up: With no beads, minutes, maximum ASTM D 711	10	10
Dry Through Time: Minutes, ASTM D 1640 except no thumb pressure is used when thumb is rotated 90 degrees on paint film	20	20
Flexibility: TT-P-1952D	Pass	Pass

2.1.5 100% Acrylic Polymer Emulsion

	WHITE	YELLOW
Pigment, % by weight	60 ± 2	60 ± 2
Vehicle, % by weight	40 ± 2	40 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.0	13.0
Viscosity, @ 77° F, Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	125	125
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

NOTE: Resin shall be equal to or better than Arizona Formula 5 (See Exhibit 2).

2.1.6 Crosslink Polymer Emulsion

	WHITE	YELLOW
Pigment, % by weight	62 ± 2	62 ± 2
Vehicle, % by weight	38 ± 2	38 ± 2
Non-Volatile, % by weight of paint	77.0	77.0
Weight per gallon, lbs. Minimum	13.5	13.5
Viscosity, @ 77° F, Kreb Units	80-95	80-95
Grind (Hegman Gauge), minimum	4	4
Field Tested no tracking time under ambient conditions	20-90 seconds	20-90 seconds
Dry Through Time, 15 mils wet @ 90% R.H. 72.5° F, minutes, max ASTM D-1640	1 hour	1 hour
VOC (Volatile Organic Content), max.	150 g/l	150 g/l
Contrast Ratio, %, min.	90	90
Reflectance, %, min.	85	50

2.1.6.1 NOTE: Resin shall be equal to or better than Rohm & Haas™ Resin HD21.

2.1.6.2 The pavement marking paint shall be a ready-mixed one component, water-borne lead free traffic of the correct color, to be applied to either Asphaltic or Portland cement concrete pavement. The composition of the paint shall be a cross link polymer emulsion equivalent to or better than PervoPlastic™ 6050 Series acceptability of proposed equivalency to be determined by the Engineer.

2.2 THERMOPLASTIC STRIPES AND MARKINGS:

Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Thermoplastic Pavement Markings (SECTION 462).

This solicitation is being issued for materials and installation under MCDOT Section 462.

2.3 RAISED PAVEMENT MARKERS:

2.3.1 Maricopa County has adopted the Maricopa County Department of Transportation (MCDOT) Supplement (January, 2014 or most recent edition) to M.A.G. Uniform Standard Specification for Raised Pavement Markers (SECTION 463).

2.3.2 This solicitation is being issued for materials and installation under MCDOT Section 463 with the following additions:

2.3.3 463.2.02 Reflective Pavement Markers:

2.3.4 3M 290 or equal.

2.3.5 The Pricing Documentation shall include the manufacturer’s name and model number for each type of marker quoted.

2.3.6 Reflective Pavement Markers:

2.3.6.1 The Contracting Agency requires that reflective markers be pressure sensitive adhesive or non-adhesive with an adhesive surface. The raised pavement marker shall be both wet and dry retro-reflective, impact resistant, abrasion resistant, water resistant, and have molded-in body colors and may have application finger grips.

2.3.6.2 Reflective pavement markers shall be of the following type:

- 2.3.6.2.1 Type D Yellow, two-way
- 2.3.6.2.2 Type G Clear, one-way
- 2.3.6.2.3 Type H Yellow, one-way
- 2.3.6.2.4 Type 911-A Blue, two-way

2.3.6.3 Reflective pavement markers shall be prismatic reflective consisting of a polycarbonate body and a polycarbonate lens with built-in micro-cube corners. The lens shall have a protective hard-coat.

2.3.6.4 The exterior surface of the molded body shall be smooth and shall contain one or two prismatic reflector faces of the color specified.

2.3.6.5 When illuminated by an automobile headlight, the color of the reflectors shall be an approved clear, yellow, red, blue or green as designated. Reflectors not meeting the required color may be rejected. The retro reflected color of the markers lies within the respective retro reflected color gamut coordinates, plotted on the 1931 CIE Chromaticity (x, y) diagram (TABLE 1) when tested in accordance with ASTM E811 using CIE Illuminant Source A and viewing conditions of 0.2 degree observation angle, 0 degree entrance angle. The source and receptor angular apertures are each 6 minutes of arc.

TABLE 1

Point #	WH	YL	RED	GR	BLUE
	x y	x y	x y	x y	x y
1	.310 - .348	.545 - .424	.650 - .330	.009 - .733	.039 - .320
2	.453 - .440	.599 - .439	.668 - .330	.288 - .520	.160 - .320
3	.500 - .440	.609 - .390	.734 - .265	.209 - .395	.160 - .240
4	.500 - .380	.597 - .390	.721 - .259	.012 - .494	.183 - .218
5	.440 - .380				
6	.310 - .283				

2.3.6.6 Permanent reflective pavement markers will be tested for compressive strength, abrasion resistance and specific intensity. Permanent reflective pavement markers shall have a thin un-tempered glass or other abrasion material bonded to the prismatic reflector face to provide an extremely hard and durable, abrasive resistant reflector surface.

2.3.6.7 The area covered by the glass, or other abrasion resistant surface, shall not be less than (3) three square inches.

2.3.6.8 The original specific intensity of each reflecting surface for both temporary and permanent reflective markers shall not be less than the following:

2.3.6.9 (To be measured in accordance with ASTM E809. The photometric quantity to be measured is the coefficient of retro reflected luminous intensity, expressed as millicandelas per lux (mcd/lx). One candela per lux equals 10.76 candelas per foot-candle.)

TABLE 2

Entrance Angle	0 Degree	+/- 20 Degrees -0 Degree
Observation Angle	.2 Degrees	.2 Degrees
Minimum Coefficient		

Color	mcd/lx	cd/ftcd	mcd/lx	cd/ftcd
White	279	3.00	112	1.20
Yellow/Amber	167	1.80	67	0.72
Red	70	0.75	28	0.30
Blue	26	0.28	10	0.11
Green	93	1.00	37	0.40

2.3.6.10 Permanent reflective pavement markers shall be subject to an abrasion resistance test as follows:

2.3.6.11 Subjecting the entire lens surface to the test described in ASTM D-4280-04 section 9.5 using a sand drop apparatus. After the exposure described the retroreflected values shall not be less than 0.5 times the values listed in the specific intensity table (TABLE 2) above.

2.3.6.12 The raised pavement marker shall comply with the initial minimum brightness requirements in TABLE 2 after conditioning for twelve (12) hours at 145 degrees F +/- 5 degrees F (62.7 degrees C +/- 2.5 degrees C)

2.3.6.13 The body of the raised pavement marker displays no cracking or breakage when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker is positioned in such a way that the TUP strikes the top of the marker. The marker lens displays no cracking inside the impact area when tested according to ASTM D2444 Tup A, using a 1000 gm weight from a height of 1 meter. The marker is placed in a steel fixture designed to hold the marker lens horizontal and positioned such that the Tup strikes the center of the lens.

2.3.7 Construction Requirements

2.3.7.1 The portion of the highway to which the raised pavement markers are to be attached shall be free of dirt, curing compound, grease, oil, moisture, loose or unsound layers and any other material which could adversely affect the bond of the adhesive. The pavement must be clean and dry. No rainfall should occur within 24 hours prior to application. The method of cleaning the pavement surface and removal of detrimental material is subject to approval by the Engineer and shall include sweeping and the use of high-pressure air spray.

2.3.7.2 When applying Pressure Sensitive Adhesive Raised Pavement Markers to new paved asphalt surfaces the markers may be applied immediately following the final compaction of the asphalt surface by the finishing roller. Caution should be used to prevent embedment into the fresh, soft asphalt that would limit the visibility of the lens face. Embedment into the fresh asphalt surface should be limited to the thickness of the pressure sensitive adhesive pad.

2.3.7.3 Markers should not be placed on asphalt that is showing signs of deterioration, cracking or failure.

2.3.7.4 New concrete surfaces open to traffic for less than 90 days must have the curing compound removed prior to application of the pressure sensitive raised pavement marker. The curing compound may be removed by sandblasting, or other methods such as hydro-blasting or grinding as approved by the Engineer.

2.3.7.5 Chip Seal surfaces shall be swept of excess aggregate and open to traffic for 30 days prior to installation of the markers. Markers should not be installed on chip seal surfaces with large, void spaces and/or loose aggregate with a weak bond to the underlying road surface.

2.3.7.6 Slurry Seal and Fog Seal surfaces must be allowed to completely cool and cure. In general twenty-four (24) hours is sufficient time to allow placement of the

markers. Excess sand applied to soak up surface emulsions must be swept clean prior to installation of the markers.

2.3.7.7 When installation involves a separate adhesive product the adhesive shall be placed uniformly on the cleaned pavement surface in an amount sufficient to result in complete coverage of the area of contact of the markers, with no voids present and with slight excess after the markers have been placed. The markers shall be placed in position and pressure applied until firm contact is made with the pavement. The markers shall be protected against impact until the adhesive has set to the degree acceptable to the engineer.

2.3.7.8 Excess adhesive on the pavement and on the exposed surfaces of the markers shall be immediately removed. Thinners or solvents which may be detrimental to either the markers or the bond provided by the adhesive shall not be used in removing excess adhesive.

2.3.7.9 Markers shall not be installed when the temperature of the pavement surface or the atmosphere is less than 60 degrees F, when the relative humidity is 80 percent or higher or when the pavement is not dry. No rainfall should occur within twenty-four (24) hours prior to application.

2.3.7.10 All markers shall be installed to the line approved by the Engineer and in such a manner that the reflective face of the markers is perpendicular to a line parallel to the roadway centerline. No raised pavement markers shall be installed over longitudinal or traverse joints or seams of the pavement surface. No raised pavement markers shall be installed over existing pavement markings such as paint, thermoplastic, or preformed tapes.

2.4 PAVEMENT MARKING "REMOVAL":

The work under this section shall consist of removing all conflicting pavement markings, in conformance with hazardous waste disposal regulations, raised pavement markers (RPM), chip seal tabs, pavement tape, barrier/guardrail markers, and any other necessary traffic control devices deemed necessary by the Engineer. All pavement markings shall be recovered from the roadway by vacuum method. Removed pavement markers and debris resulting from the removed markings shall be collected and disposed by the Contractor.

2.4.1 Approved Methods for Water Borne Traffic Paint

2.4.2 Water Blasting

2.4.3 Steel Shot Method (Turbo-Blaster)

2.4.4 Asphaltic Overlay: The asphalt overlay thickness and dimensions shall meet the County specifications.

2.4.5 Chip Seal: When using this method the entire pavement area shall be covered.

2.4.6 Approved Methods for "Thermoplastic Pavement Markings."

2.4.7 Grinding followed by Water Blasting

2.4.8 Chip Seal: The application of this method depends on the length of time the Thermoplastic Marking has been on the roadway surface. The use of a chip seal before grinding/water blasting is at the discretion of the Contractor. If the chip seal does not adhere to the existing thermoplastic markings, the Contractor shall grind and/or water blast the thermoplastic markings off and chip seal the exposed area. All costs for this work shall be borne by the Contractor.

When applying the chip seal method, the entire roadway surface, edge of asphalt to edge of asphalt, shall be covered. Chip seal shall not be applied to a Portland cement surface.

2.4.9 Asphaltic Overlay: The asphalt overlay thickness and dimensions shall meet the County specifications.

2.4.10 Approved Methods for the Removal of "Raised Pavement Markers."

2.4.11 Hammer/Chisel Method.

2.4.12 Blade (use of Heavy Duty Equipment.

2.5 PAVEMENT PREPARATION:

2.5.1 It shall be the Contractor's responsibility to determine what type of pavement markings currently exists on the project to be done, and determine the appropriate method of removal. The final decision for the method of removal must be approved by the Engineer first.

2.5.2 Any damage to the pavement caused by pavement marking removal shall be repaired by methods acceptable to the Engineer. When asphalt slurry seal is used to repair damage to the pavement caused by pavement marking removal or the obliteration of the marks remaining after the markings have been removed, the asphalt slurry shall be placed parallel to the new direction of travel and shall not be less than two feet in width.

2.5.3 It will be the Contractor's responsibility to prepare the roadway surface for the installation of striping and raised pavement markers and R.P.M. All RPM's shall be covered up when Slurry Seal & Fog seal is used, and the use of Self Adhesive Markers will not be permitted. This may include sweeping/brooming, (manually or by machine), blading (removing mud or dirt) and any other cleaning of the road-way surface to insure proper installation of striping and markers. (Example: Oil, Grease.)

2.5.4 Contractors will be given a, "Notice to Proceed" for each project. At that time of notification, the Contractor will inform the County Representative of an estimated project start date and proposed project end date along with a schedule as to when the work will be completed.

2.5.5 Contractor will be responsible for their portable traffic control and should comply with MUTCD & FHWA regulations.

2.6 TEMPORARY TRAFFIC CONTROL

Contractor shall solely provide personnel and equipment for temporary traffic control during scheduled MCDOT construction/maintenance projects in accordance with the MCDOT MAG Supplement Section 401.

2.6.1 Scheduled Work Description

2.6.1.1 Setup shall consist of providing traffic control and barricade service while working on MCDOT right-of-ways. Contractor shall furnish equipment and labor on an as needed basis. Contractor shall furnish all labor, materials, services, insurance and equipment necessary for the delivery, placement, maintenance and removal of barricade equipment, as well as labor for flagging traffic control purposes.

All traffic control plans shall be governed by the following specifications:

2.6.1.2 Manual on Traffic Control Devices (MUTCD) or Uniform Standard Specifications and Details for Public Works Construction section 401 Traffic Control.

2.6.1.3 Contractor shall be responsible to prepare specific traffic plans and typical traffic control plans which may be utilized as requested. Traffic control plans shall be submitted to MCDOT Traffic Operations for review and approval in advance of commencing work.

2.6.1.4 Contractor shall only utilize personnel who are certified flaggers. Traffic Control Technicians shall be ATSSA certified. Flaggers can be certified by IMSA, ATSSA or LTAP. Flaggers/laborers must be able to converse in the English language and shall be authorized by Contractor to receive and carry out directives issued by MCDOT Field Supervisor.

2.6.1.5 Contractor shall have off-duty officer during any setup which will restrict traffic flow more than one (1) hours while working at a signalized intersection. Access shall not be closed for fire stations, hospitals, sheriff/police stations or any public schools.

2.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have three (3) days to perform its acceptance testing and inspection of the Products, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.6 TESTING:

The contractor shall provide certifications for their products prior to installation. Unless otherwise specified, materials purchased will be inspected by the Using Agency to ensure the Products meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the products may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the products conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the products do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

2.9 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.10 INVOICES AND PAYMENTS:

2.10.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.10.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

2.10.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.12 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.13 FUEL COST PRICE ADJUSTMENT:

2.13.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.

2.13.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.

2.13.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of

the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.

2.13.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2006 becomes base date for any next Contractor request for adjustment).

2.13.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.

2.13.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.13.7 The computation of the fuel surcharge amount shall be determined as follows:

2.13.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.13.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.13.7.3 The surcharge shall be added as a separate line item to the invoice.

2.14 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.15 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a two (2) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

~~3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.~~

~~3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.~~

~~3.4.3 The scope of this indemnification does not extend to the sole negligence of County.~~

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

- 3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 3.5.10 Automobile Liability:
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 3.5.11 Workers' Compensation:
- 3.5.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.
- 3.5.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.
- 3.5.12 Errors and Omissions Insurance:
- Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

3.5.13 Certificates of Insurance.

3.5.13.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.14 Cancellation and Expiration Notice.

~~Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.~~

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) calendar days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within two (2) business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 ~~Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).~~

3.8.2 ~~Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.~~

- 3.8.3 ~~Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.~~
- 3.8.4 ~~Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.~~
Any request for purchase shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

3.9 ~~REQUIREMENTS CONTRACT:~~

- 3.9.1 ~~Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.~~
- 3.9.2 ~~County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.~~
- 3.9.3 ~~Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.~~

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.11 TERMINATION FOR DEFAULT:

~~If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.~~

The County may, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:

- 3.11.1 **Deliver the supplies or to perform the services within the time specified in this Contract or any extension;**
- 3.11.2 **Make progress, so as to endanger performance of this Contract; or**
- 3.11.3 **Perform any of the other provisions of this Contract.**

The County's right to terminate this Contract under these subparagraphs may be exercised if the Contractor does not cure such failure within ten (10) business days (or more if

authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.14 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

3.15.1 The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.16.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.17 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. **The** Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.18 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.18.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy, and make use of, any and all said materials.

3.18.2 If the Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.19 AUDIT DISALLOWANCES:

~~If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.~~

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or a deduction from current invoices submitted by the Contractor equal to the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.20 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.22 RELATIONSHIPS:

~~In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.~~

3.22.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22.2 The County reserves the right of final approval on proposed staff. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

3.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

~~3.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:~~

~~3.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;~~

~~3.23.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~3.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and~~

~~3.23.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.~~

~~3.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.~~

~~3.23.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.~~

3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.24.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors

shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.24.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any unethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 PUBLIC RECORDS:

~~All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.~~

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

3.28 MOBILIZATION / DEMOBILIZATION

The Agency will compensate Contractor for a single round trip mobilization/demobilization of Contractor's personnel, single truck, supplies, and incidentals required for the performance of the work on the project, as well as preparatory work and operations prior to the commencement of the work on the project site.

Mobilization/demobilization will be measured for payment by the lump sum/daily mobilization/demobilization per zone as a single complete unit of work. Payment for mobilization/demobilization will be made at the contract lump sum/daily mobilization/demobilization contract price.

3.29 ISRAEL BOYCOTT:

~~By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 et seq.~~

3.30 CONTRACT COMPLETION:

The Contractor shall make all reasonable efforts for an orderly transition of its duties and responsibilities to another provider and/or to the County. This may include but is not limited to preparation of a transition plan and cooperation with the County or other providers in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Contractor required to be provided to the County either by the terms of this agreement or as a matter of law. The provisions of this clause shall survive the expiration or termination of this agreement.

3.31 APPLICABLE TAXES:

3.31.1 Payment of Taxes: The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.31.2 **State and Local Transaction Privilege Taxes:** To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.31.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.32 **TAX (SERVICES):**

No tax shall be invoiced or paid against Contractor's labor. It is the responsibility of the Contractor to determine any and all applicable taxes and include the cost in the proposal price.

3.33 **INDEMNIFICATION:**

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

The scope of this indemnification does not extend to the sole negligence of County.

3.34 **FORCE MAJEURE:**

3.34.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout,

blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

3.34.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

3.34.3 The party asserting Force Majeure as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

3.34.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

3.35 **NO MINIMUM OR MAXIMUM PURCHASE OBLIGATION:**

3.35.1 This Contract does not guarantee any minimum or maximum purchases will be made. Orders will only be placed under this Contract when the County identifies a need and proper authorization and documentation have been approved.

3.35.2 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. Contractor specifically acknowledges to be bound by this cancellation policy.

3.36 **PURCHASE ORDERS:**

County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.37 **STRICT COMPLIANCE:**

Acceptance by County of a performance that is not in strict compliance with the terms of the Contract shall not be deemed to be a waiver of strict compliance with respect to all other terms of the Contract.

3.38 **SEVERABILITY:**

The removal, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.39 **NON-DISCRIMINATION:**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance

of this contract, Contractor shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

3.40 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:**

3.40.1 **The undersigned (authorized official signing on behalf of the Contractor) certifies to the best of his or her knowledge and belief that the Contractor, its current officers and directors;**

3.40.1.1 **are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from being awarded any contract or grant by any United States Department or Agency or any state, or local jurisdiction;**

3.40.1.2 **have not within three (3) year period preceding this Contract;**

3.40.1.2.1 **been convicted of fraud or any criminal offense in connection with obtaining, attempting to obtain, or as the result of performing a government entity (Federal, State or local) transaction or contract; and;**

3.40.1.2.2 **been convicted of violation of any Federal or State antitrust statutes or conviction for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property regarding a government entity transaction or contract; and;**

3.40.1.2.3 **are not presently indicted or criminally charged by a government entity (Federal, State or local) with commission of any criminal offenses in connection with obtaining, attempting to obtain, or as the result of performing a government entity public (Federal, State or local) transaction or contract; and are not presently facing any civil charges from any governmental entity regarding obtaining, attempting to obtain, or from performing any governmental entity contract or other transaction; and have not within a three (3) year period preceding this Contract had any public transaction (Federal, State or local) terminated for cause or default.**

3.40.1.3 **If any of the above circumstances described in section 1.17.1.2 are applicable to the entity submitting a bid for this requirement, include with your bid an explanation of the matter including any final resolution.**

3.40.2 **The Contractor shall include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

3.41 **CONFIDENTIALITY INFORMATION:**

~~In the course of the solicitation process, the County may disclose information that is proprietary or confidential. By submitting a bid to the solicitation, the offeror agrees that, except as necessary to prepare a response to this solicitation, neither it nor its agents or employees will communicate, divulge or disseminate to any third party persons or entities, any information that is disclosed to it by the County during the course of these discussions without the express written authorization of the County. If the offeror does disclose County proprietary or confidential information to a third party in preparing a response to this solicitation, it shall require the third party to acknowledge and comply with this provision.~~

Any information obtained in the course of performing this Contract may include information that is proprietary or confidential to the County. This provision establishes the Contractor's obligation regarding such information.

The Contractor shall establish and maintain procedures and controls that are adequate to assure that no information contained in its records and/or obtained from the County or from others in carrying out its functions (services) under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. The Contractor's procedures and controls at a minimum must be the same procedures and controls it uses to protect its own proprietary or confidential information. If, at any time during the duration of the Contract, the County determines that the procedures and controls in place are not adequate, the Contractor shall institute any new and/or additional measures requested by the County within fifteen (15) calendar days of the written request to do so.

Any requests to the Contractor for County proprietary or confidential information s shall be referred to the County for review and approval, prior to any dissemination.

3.42 **INTEGRATION:**

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.43 **UNIFORM ADMINISTRATIVE REQUIREMENTS:**

By entering into this Contract, the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 *et seq.*

3.44 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

3.45 **POST AWARD MEETING:**

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.46 **ORDER LEAD-TIME NOTIFICATION:**

Contractors submitting bids shall advise the County of lead-time(s) for the required items specified in this solicitation at the time of bid submission. Notification of any changes to lead time (learned after submission of bid) shall also be the Contractor's responsibility. The Contractor shall also notify all County Representatives included on Purchase Orders of lead-time information. If the item(s) become no longer available, Contractor shall notify County of the last available ordering date for the item(s), and may provide County with alternative item(s) that the County may elect to purchase at its option. If the alternative item(s) do not meet the County's requirements, County may terminate this Contract for Convenience per Section 3.10.

3.47 **BACKGROUND CHECK:**

Bidders/proposers need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent is acceptable to do business with the County. This applies to (but is not limited to) the Contractor, subcontractors and employees and the failure to pass these checks shall deem the respondent non-responsible.

EXHIBIT 1 - STRIPING SERVICES

ADAMSVILLE ROAD - MAIN STREET TO WEST TOWN LIMITS

Legend

 Striping - Adamsville Road



Google Earth

© 2018 Google

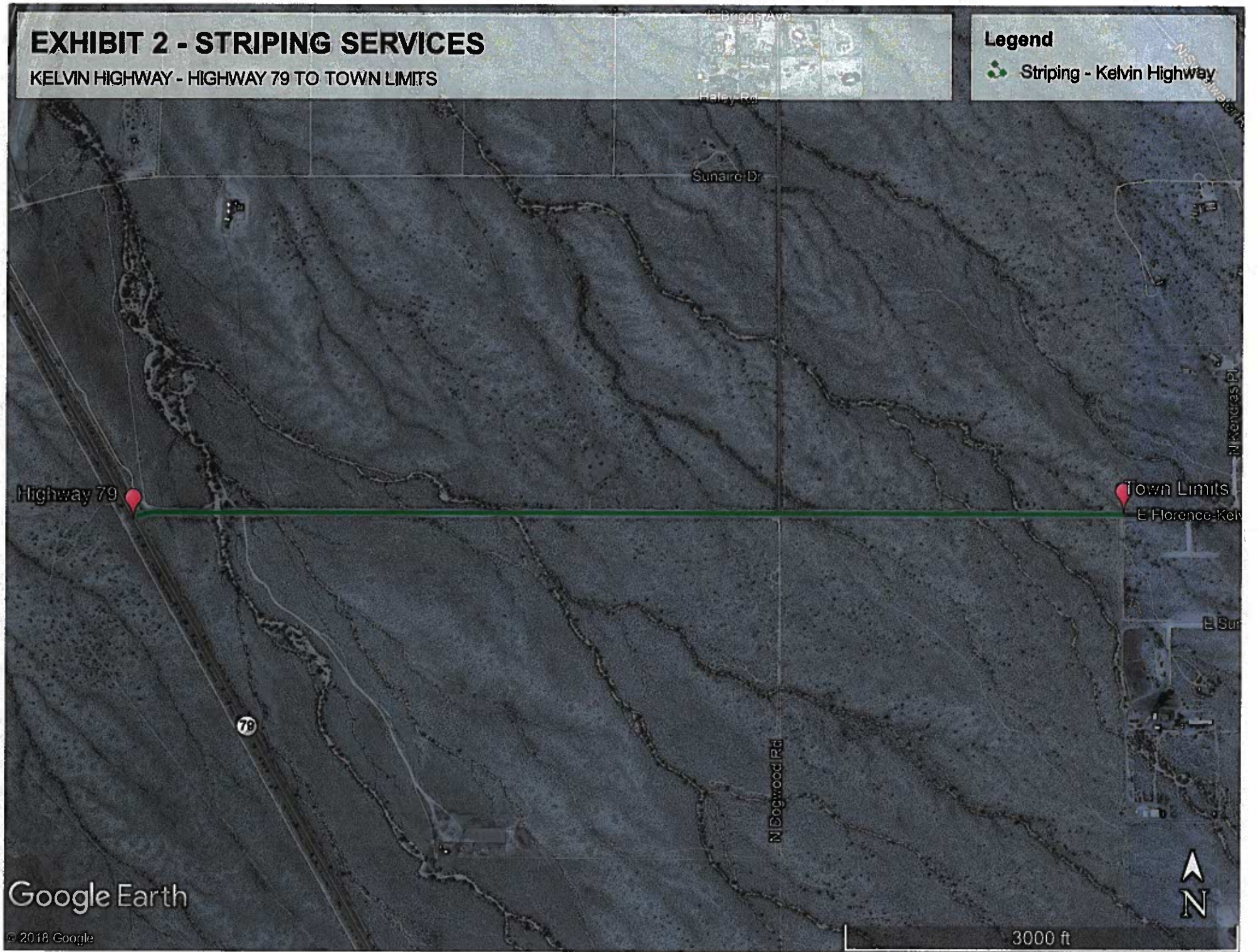
5000 ft

EXHIBIT 2 - STRIPING SERVICES

KELVIN HIGHWAY - HIGHWAY 79 TO TOWN LIMITS

Legend

- Striping - Kelvin Highway



Google Earth


© 2018 Google

3000 ft

EXHIBIT 3 - STRIPING SERVICES

HUNT HIGHWAY - HIGHWAY 79 TO 300 FEET PAST ATTAWAY ROAD

Legend

 Striping - Hunt Highway



Google Earth

© 2018 Google

EXHIBIT 4 - STRIPING SERVICES

ATTAWAY ROAD - PALMER ROAD TO HUNT HIGHWAY

Legend

- Striping - Attaway Road



EXHIBIT 5 - STRIPING SERVICES

ATTAWAY ROAD - ARIZONA FARMS TO JUDD ROAD

Legend


 Striping - Attaway Road



EXHIBIT 6 - STRIPING SERVICES

HUNT HIGHWAY - FRANKLIN ROAD TO NORTH TOWN LIMITS

Legend

 Striping - Hunt Highway

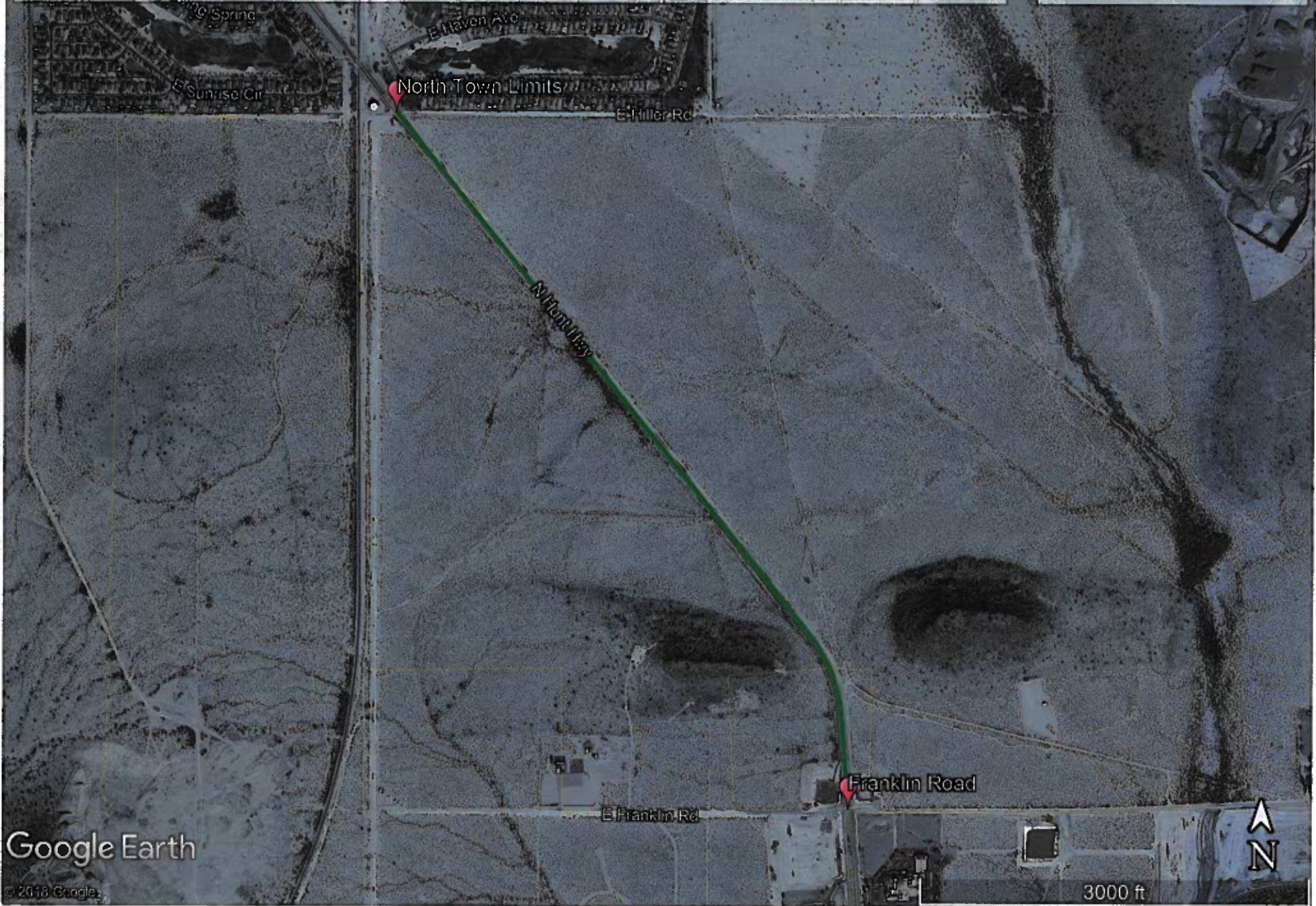



EXHIBIT 7 - STRIPING SERVICES

FLORENCE HEIGHTS ROAD - HIGHWAY 79 TO MAIN STREET

Legend

 Striping - Florence Heights Road



**TOWN OF FLORENCE, ARIZONA
CONTRACT FOR COOPERATIVE USE OF THE MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION (MCDOT) CONTRACT
SERIAL #14097-S FOR INSTALLATION OF PAINT STRIPES AND MARKING
SERVICES BY FRANKLIN STRIPING, INC.**

THIS CONTRACT (the "Contract") is made and entered into effective as of the 18th day of November, 2019 ("Effective Date"), by and between the Town of Florence, Arizona (the "Town"), and Franklin Striping, Inc. (the "Contractor") and together with the contract documents referred to and incorporated herein, is the "resultant contract" contemplated in the MCDOT Contract Serial #14097-S, for installation of paint stripes and marking services. The Town and the Contractor are sometimes referred to in this Contract collectively as the "Parties" and each individually as a "Party".

1. **SCOPE OF WORK:** The Contractor shall provide the Town all necessary labor, material, transportation services and equipment for installation of paint stripes and marking services per contract specifications described in the attached scope of materials and services set forth in **Exhibit "1"** (the "Goods" or "Services"). The Contractor shall provide the Goods in accordance with the schedule attached in **Exhibit "1"**, and the Contract Documents, including all exhibits to the Master Contract including but not limited to any Instructions, Standard Terms and Conditions, Special Terms and Conditions, Specifications, Scope of Work, Submittals and Attachments. Contractor agrees, at its own cost and expense, to do all of the work and furnish all of the equipment, personnel and materials necessary to provide in a good and substantial manner, and to the satisfaction of the Town, the Goods.
2. **PRIORITY OF DOCUMENTS.** It is further expressly agreed by and between the Parties that should there be any conflict between the terms of this Contract, the Master Contract, or the Contractor's Proposal, then this Contract and the provisions of the Contract Documents shall control and nothing herein shall be considered as an acceptance of the terms of the said Proposal conflicting herewith or with the Master Contract, unless expressly stated herein.
3. **INCORPORATION:** For and in consideration of this Contract and other good and valuable consideration, the Contractor agrees that the master cooperative solicitation/contract (MCDOT, Serial No. 14097-S for installation of paint stripes and marking services) is in full force and effect, and all terms and conditions of the Master Contract are incorporated by reference into this Contract, creating an agreement identical in terms between the Town and Contractor. In the Master Contract, the terms: "MCDOT", "Buyer" and "City" shall be deemed to be and refer to the Town of Florence; the terms: "County" shall be deemed to be and refer to "Pinal County"; the terms: "Finance Director" shall be deemed to be and refer to the Town of Florence Town Manager; and the terms: "Assignee", "Offeror", "Contractor", "Seller", "Supplier", and "Vendor" shall be deemed to be and refer to the Contractor under this Contract.
4. **CONTRACT DOCUMENTS:** This Contract consists of the following contract documents, which by reference are incorporated herein:
 - MCDOT Serial No. 14097-S, Purchasing Contract, Award & Revisions, effective 1/21/2015
 - MCDOT Serial No. 14097-S, Contract renewal letter to Franklin Striping, effective 2/1/2019
 - Exhibit 1 – NCPA Waxie Sanitary Supply Price List - Scope of Work
 - Cooperative Cover Contract between the Town of Florence and Franklin Striping, Inc.

5. **CONTRACT PRICING:** Contract pricing shall be consistent with the Contract Documents and Contractor's Proposal and is listed in **Exhibit "1"** (Price Sheet) and shall not exceed **\$87,408.74**.
6. **TERM OF CONTRACT:** The term of this Contract shall be from the Effective Date through satisfactory completion of the Services or delivery of Goods and acceptance of the Services and/or Goods by the Town, or the end of the fiscal year, June 30, 2019. Time is of the essence to the terms of this Contract.
7. **COMPLIANCE WITH FEDERAL AND STATE LAWS:**
 - A. The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.
 - B. Under the provisions of A. R. S. § 41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
 - C. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the Town.
 - D. The Town retains the legal right to inspect the papers of any Contractor or Subcontractor's employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.
 - E. The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verification performed.
 - F. Neither the Contractor nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A.
 - G. The provisions of this Section must be included in any contract the Contractor enters into with any and all of its subcontractors who provide Services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
8. **METHOD OF PAYMENT.** Method of payment shall be set forth in **Exhibit "1"**. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that

progress. All invoices shall be for Services completed or Goods accepted by the Town. All invoices are to be emailed to accountspayable@florenceaz.gov.

9. **TERMINATION.** Town, at any time and for any reason and without cause, may terminate, suspend or abandon any portion, or all, of this Contract at Town's convenience without penalty or recourse. Contractor shall receive payment for Services or Goods satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Goods and/or Services requirements and schedule for payment.
10. **INDEPENDENT CONTRACTOR.** It is understood that Contractor shall be an independent contractor with respect to Services and/or Goods provided under this Contract, and shall not be deemed to be a partner, employee, joint venture, agent, or to have any other legal relationship with Town.
11. **Notices.** Any notice to be given under this Contract shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

Town: Town of Florence
Town Clerk
PO Box 2670
Florence AZ 85132; and

Contractor: Franklin Striping, Inc.
2832 S. 45th Street
Phoenix, AZ 85040
(480) 898-1180

12. **INDEMNIFICATION.** To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees, from and against all demands, claims proceedings, suits, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, Goods or Services of the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Goods or Services in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify Town of Florence, its Mayor and Council members, its agents, officers, officials, representatives and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by Contractor's acts, errors, mistakes, omissions, Goods, Services in the performance of this Contract including any employee of the Contractor, any tier of Contractor's subcontractors or any other person for whose acts, errors, mistakes, omissions, Goods, Services the Contractor may be legally liable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Town, its officers, officials, agents and employees for losses arising from the Goods or Services provided by the Contractor for the Town.
13. **WARRANTY.** Contractor warrants that the Goods and Services will conform to the requirements of this Contract. Additionally, Contractor warrants that all Services will be performed in a good, workman-like and professional manner. The Town's acceptance of Goods or Services provided by Contractor shall not relieve Contractor from its obligations under this warranty. If any Goods or Services are of a substandard or unsatisfactory manner as determined by the Town, Contractor, at no additional charge to the Town, will provide Goods or redo such Services until they are in accordance with this Contract and to the Town's

reasonable satisfaction. Unless otherwise agreed, Contractor, warrants that Goods will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year, unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

- 14. **PURCHASING POLICY.** The Town of Florence Town Code and Purchasing Policy (the "Policy") govern this procurement and are incorporated as part of this Contract by this reference. Contractor agrees and warrants that it is in compliance with the Policy, including demonstrating its lawful presence in the United States.
- 15. **GOVERNING LAW.** This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Contract shall be Pinal County, Arizona.
- 16. **PROHIBITED BOYCOTT.** Pursuant to A.R.S. section 35-393.01, the Contractor, by execution of this Contract, certifies that it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of Israel.

IN WITNESS WHEREOF, the Parties have executed this Contract effective as of the Effective Date set forth above.

TOWN OF FLORENCE, A municipal corporation

By: _____
Tara Walter, Mayor

Date: _____

ATTEST:

Approved as to Form

Lisa Garcia, Town Clerk

Cliff Mattice, Town Attorney

CONTRACTOR:

By: _____

Date: _____

Its: _____

MINUTES OF THE TOWN OF FLORENCE COUNCIL REGULAR MEETING HELD ON TUESDAY, OCTOBER 7, 2019, AT 6:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Mayor Walter called the meeting to order at 6:00 p.m.

ROLL CALL:

Present: Tara Walter, John Anderson, Bill Hawkins, Kristen Larsen, Michelle Cordes, Judy Hughes.

Absent: Karen Wall

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

There were no public comments.

ADJOURNMENT TO MERRILL RANCH IMPROVEMENT DISTRICT NO 1.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (6-0) to adjourn to Merrill Ranch Community Facilities District No. 1.

Resolution No. MRCFD1 141-19:

Chairman Walter read Resolution No. MRCFD1 141-19 by title only.

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 1, TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

Mr. Rey Sanchez, District Treasurer, stated that the request is for a \$100,000 budget increase to the Merrill Ranch Community Facilities District No. 1 (MRCFD1) budget. The increase will be used to cover legal fees and costs to defend the threatened claims against MRCFD1.

On motion of Vice-Chairman Anderson, seconded by Boardmember Cordes, and carried (6-0) to adopt Resolution No. MRCFD1 141-19.

ADJOURNMENT FROM MERRILL RANCH IMPROVEMENT DISTRICT NO 1.

On motion of Boardmember Hawkins, seconded by Boardmember Larsen, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 1.

ADJOURNMENT TO MERRILL RANCH IMPROVEMENT DISTRICT NO 2.

On motion of Councilmember Larsen, seconded by Vice-Mayor Anderson, and carried (6-0) to adjourn to Merrill Ranch Community Facilities District No. 2.

Discussion and possible action to approve Merrill Ranch Community Facilities District No.2 July 1, July 15, and September 3, 2019 Special Meeting minutes.

On motion of Boardmember Hawkins, seconded by Vice-Chairman Anderson, and carried (6-0) to approve the Merrill Ranch Community Facilities District No. 2 July 1, July 15, and September 3, 2019 Special Meeting Minutes.

Resolution No. MRCFD2 238-19:

Chairman Walter read Resolution No. MRCFD2 238-19 by title only.

A RESOLUTION OF BOARD OF DIRECTORS OF MERRILL RANCH COMMUNITY FACILITIES DISTRICT NO. 2, TOWN OF FLORENCE, PINALCOUNTY, ARIZONA, ADOPTING THE BUDGET FOR FISCAL YEAR 2019-2020.

Mr. Rey Sanchez, District Treasurer, stated that the request is for a \$100,000 budget increase to the Merrill Ranch Community Facilities District No. 2 (MRCFD2) budget. The increase will be used to cover legal fees and costs to defend the threatened claims against MRCFD2.

On motion of Vice-Chairman Anderson, seconded by Boardmember Hawkins, and carried (6-0) to adopt Resolution No. MRCFD2 238-19.

ADJOURNMENT FROM MERRILL RANCH IMPROVEMENT DISTRICT NO 2.

On motion of Boardmember Cordes, seconded by Boardmember Larsen, and carried (6-0) to adjourn from Merrill Ranch Community Facilities District No. 2.

PRESENTATIONS

Proclamation declaring October 2019 as Light Town Hall Purple for Domestic Violence Awareness Month.

Town of Florence Council Meeting Minutes

October 7, 2019

Page 2 of 16

Mayor Walter read the proclamation for the record and declared October 2019 as Light Town Hall Purple for Domestic Violence Awareness Month.

Vice-Mayor Anderson inquired if the Town has any special programs regarding domestic violence.

Mayor Walter stated that Pinal County recently provided a program to raise awareness and promote available resources.

Mr. Daniel Hughes, Police Chief, stated that the Police Department participates in various programs with Pinal County, along with programs that they offer in house. There are shelters that they take victims as well and provide specialized training for officers to recognize signs of domestic violence.

Proclamation declaring October 6, 2019 through October 12, 2019 as Fire Prevention Week.

Mayor Walter read the proclamation for the record and declared October 6 through October 12, 2019 as Fire Prevention week.

Mr. David Strayer, Fire Chief, stated that the Fire Department is a member of the National Fire Protection Association (NFPA) and works closely with them regarding the Town's programming. Studies have shown that the most vulnerable populations are the very young and the very old and they gear their trainings towards that population. They also do home inspections and install smoke detectors.

Chief Strayer stated that the Fire Department hosted an open house to inform the public of the services they offered. Fire prevention week has expanded to Community Risk Reduction which is much broader and includes car seats and other programs. They will continue to expand their programs as well.

Mayor Walter declared October 6, 2019 through October 12, 2019 as Fire Prevention Week.

Presentation on the Florence Police Department Five Year Strategic Plan. (Dan Hughes)

Chief Hughes stated that it is important to have a plan that looks at the future of the Florence Police Department. While general in nature, the plan looks at some of the possible factors that will influence the vision, values and the direction of the Police Department. It is important that their Plan fits into the vision and direction of the Town Manager and the Council.

Chief Hughes presented the Police Department Five Year Strategic Plan, in which he outlined the following:

- Mission
 - The men and women of the Florence Police Department stand firm in our pursuit for justice and public trust. We will stay true to our mission of providing service and safety to our community with honor, respect, and integrity. We are committed to providing fair and equal treatment to those we encounter.
- Vision

- The Florence Police Department will dedicate itself to protecting lives and property, while preserving the public peace with the highest ethical standards.
- Combined areas for mission and vision
 - Staffing
 - Technology
 - APC Accreditation
 - Community policing
 - Future needs
 - Community partnerships
- The objectives and strategies highlighted in this plan are designed to support our five principal goals:
 - Prevent crime: Preventing crime is the primary mission of policing. Crime prevention promotes the health and welfare of a community instead of merely curing its ills (crimes). It reduces the threat of crime on the front end and enhances the sense of security and quality of life within the community.
 - Provide effective police services: We are committed to ensuring Florence remains a safe community by employing the best practices in law enforcement to meet the challenges of Community Policing in a rural setting.
 - Develop, strengthen and sustain partnerships: We realize for us to be successful; we must have the confidence, support and respect of the people who live and work in our community. We are committed to developing and maintaining partnerships with the community, with our internal partners within the Town and with our regional and statewide public safety partners.
 - Develop personnel: We will provide the best equipped, and most highly trained and committed employees to help meet the needs of our community.
 - Enhance infrastructure: We will focus on implementing our Capital Improvement Plan.
- Crime Prevention through Community-Oriented Policing
 - Risk Assessment Program
 - Crime-free Multi-housing
 - Neighborhood Watch
 - Youth Education Programs
 - Partnerships
- Beat Structure
 - The Town of Florence is divided into structures called "Beats." Beats are determined based on population, calls for service, and access to major thorough fares.
 - Beats encourage officers and citizens to interact more often.
 - Creates a community bond
 - Beats assure consistent and more frequent patrols in neighborhoods.
 - Communication between shifts become easier in a proactive approach to policing.
- Cooperative Programs
 - G.A.I.N Night: Getting Arizona involved in neighborhoods
 - Fleet Watch: Code Enforcement, FUSD transportation, Public Works
 - Graffiti Abatement Program
 - Terrorism Liaison Officer: threat vulnerability assessments, active shooter trainings, rescue task force tactics, regional dispatching
- Identify and plan for future needs
 - Replacement of patrol vehicles
 - Radio Replacement Program-upgrade to 800 MHz (\$109,192)

- Future substations for Police and Fire
- Taser Replacement Program (\$40,000)
- Tablet Replacement Program (\$90,000)
- Technology
 - Text to 911 – Requesting emergency services using text messaging technology
 - Everbridge - mass notification system
 - Electronic citations - each patrol officer
 - Laserfiche project – convert hard copy reports to electronic copies
 - social media/Facebook
 - CompStat and Crime Map
 - www.florenceaz.gov/Police
 - Smart City Technology: Allows officers the opportunity to monitor what is happening in the Town and how it is evolving. A partnership with our IT personnel to integrate into our 21st Century Community Policing Philosophy.
- Accreditation
 - APCO Accreditation: All our public safety dispatch personnel complete courses provided by APCO to obtain certification in police and fire call-taking/dispatching.
 - AZ Law Enforcement Accreditation Program (ALEAP): Assists law enforcement agencies with measuring and approving their overall performance. The department will be going through the accreditation process during this five-year plan.
- Closing Statement
 - While this plan is formulated on good sound planning principles, it is fluid and will change as the Town grows and prospers. Public safety is not for spectators. Public safety requires a partnership of the citizens of the community working in conjunction with police officers to achieve positive outcomes.
 - Our pledge to you is one of working hard in our partnership of crime prevention to ensure that we will continue to be one of the Safest Cities in Arizona.

Mayor Walter commended Chief Hughes and the Police Department for making Florence one of the safest cities to live in.

Councilmember Cordes thanked Chief Hughes for making Florence safe and for giving the citizens a positive look on what the Police Department can do for a community. She understands that Chief Hughes will be retiring, and it will be a challenge to fill his vacancy. She appreciates that he laid out what the vision is for whomever fills the Chief of Police position.

Councilmember Larsen inquired about the “Text to 9-1-1” project. She also inquired about School Resource Officers.

Chief Hughes stated that the Police Department is ready. They are waiting for the State’s approval; however, they are some technical issues that they need to work on. He would expect approval in the next several months.

Chief Hughes stated that the Town does not have a dedicated Resource Officer, the Beat Officers go into the schools each day. The Florence Unified School District is requesting an override and are requesting Resources Officers. He stated that they also are involved with the American Leadership Academy.

Mayor Walter inquired if the Town has a diversion program similar to one that the Pinal County Sheriff's Office offers.

Chief Hughes stated that they have had individuals perform community service at the Police Department; however, there had not been a large demand for such a program. They would like to offer a Citizen's Academy for Kids if they can get the participation. He stated that it is important to engage the youth.

Mayor Walter asked Chief Hughes to expand on regional dispatch.

Chief Hughes stated that the Town has the equipment and the space. He has had conversations with other communities for a regional dispatch regarding a regional dispatch; however, the issue is with the different records management systems that each entity utilizes. They still have some communication with Pinal County. There could be a county wide community dispatch center. He stated that Florence dispatches for Superior Fire. Florence is available to do more, and the Town is in discussion with Superior to be a backup for each other. He stated that there is a cost savings to these partnerships.

Mayor Walter stated that the Town will have a Meet and Greet with the final selection of candidates for the Police Chief position on October 24, 2019 at the Windmill Winery. This will be an opportunity for them to introduce themselves to the community and answer any questions.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

- a. **Authorization to upfit three Police Tahoes, by utilizing the MHQ of Arizona Cooperative Contract ADPS15-091457, in an amount not to exceed \$59,198.82. (Chris Salas)**
- b. **Approve the acceptance of the improvements of the warranty period for Unit 38, Unit 56A, Unit 52, Unit 3, Unit 5 and Unit 7 of the Anthem @ Merrill Ranch subdivision. (Chris Salas)**
- c. **Authorization to contract with Capital Pump & Equipment LLC, to provide emergency pump rental services for the Public Works Department, Water & Wastewater Divisions, in an amount not to exceed \$75,000. (Chris Salas)**
- d. **Acceptance of the FFY 2019 Homeland Security Grant Program Subrecipient Agreement 190305-01, from Arizona Department of Homeland Security, in the amount of \$43,506, for the Florence Public Safety Interoperable Communications Project. (Jennifer Evans)**
- e. **Approval of Poston Butte Preserve as the formal name of Poston Butte. (Bryan Hughes)**

- f. Approval of the re-appointment of Lisa Garcia to serve as a citizen representative on the Town of Florence Public Safety Personnel Retirement System – Police and Fire Local Boards for a term of four years. (Scott Barber)**
- g. Authorization for the Town Manager to enter into a 3rd Party Agreement with Pinal County, and Brown & Associates, to provide Building Plan Review Services for the new Pinal County Attorney’s Building and the new Pinal County Development Services Building. (Larry Harmer)**
- h. Authorization to sell one set of turnouts, at current fair market value to Timber Mesa Fire and Medical District, to accompany the employee that they were purchased for, who has accepted a position with Timber Mesa Fire. (Rey Sanchez)**
- i. Authorization to dispose of a 1997 Chevy Silverado and Payne air conditioning unit that are no longer needed and have outlived their useful life. (Rey Sanchez)**
- j. Authorize an increase of the not-to-exceed amount for Fester and Chapman’s, PLLC annual audit services by \$10,150 to \$55,800. (Rey Sanchez)**
- k. Approval of accepting the register of demands ending August 31, 2019, in the amount of \$3,409,740.61. (Rey Sanchez)**

On motion of Councilmember Cordes, seconded by Vice-Mayor Anderson, and carried (6-0), to approve the Consent Agenda, with removal of Item d, Item h, and Item j.

- d. Acceptance of the FFY 2019 Homeland Security Grant Program Subrecipient Agreement 190305-01, from Arizona Department of Homeland Security, in the amount of \$43,506, for the Florence Public Safety Interoperable Communications Project. (Jennifer Evans)**

Vice-Mayor Anderson stated that the Town will only receive 50% of what was requested and asked if this will impact the Police Department.

Ms. Jenifer Evans, Management Analyst, stated the amount to be received is sufficient to complete the upgrade of the portable radios for the Police Department. The Town also received a grant from the Gila River Indian Community, which allowed for the Town to purchase all the radios that were needed.

On motion of Vice-Mayor Anderson, seconded by Mayor Walter, and carried (6-0) to accept the FFY 2019 Homeland Security Grant Program Subrecipient Agreement 190305-01, from Arizona Department of Homeland Security, in the amount of \$43,506 for the Florence Public Safety Interoperable Communications Project.

- h. Authorization to sell one set of turnouts, at current fair market value to Timber Mesa Fire and Medical District, to accompany the employee that they were purchased for, who has accepted a position with Timber Mesa Fire. (Rey Sanchez)**

Councilmember Hughes inquired if the turnouts were for an employee who has recently resigned and had he used the turnouts before.

Chief Strayer stated that the employee is in the process of resigning. He has used the turnouts for three years and they have a 10-year life. He stated that they are custom fit turnouts and the Town is benefitting by receiving almost full value back for the turnouts so they can buy a new set for whomever fills the vacancy.

On motion of Councilmember Cordes, seconded by Vice-Mayor Anderson, and carried (6-0) to authorize to sale one set of turnouts, at current fair market value to Timber Mesa Fire and Medical District, to accompany the employee that they were purchased for, who has accepted a position with Timber Mesa Fire.

j. Authorize an increase of the not-to-exceed amount for Fester and Chapman's, PLLC annual audit services by \$10,150 to \$55,800. (Rey Sanchez)

Councilmember Cordes inquired why there is an increase in the contract amount.

Mr. Rey Sanchez, Finance Director, stated that the Town exceeded the \$750,000 limit for Federal Grant expenditures and additional audit services are needed when you go over that limit. The Court needs to be audited every three years per the M.A.S. standard and it was last audited in 2016. The Courts are due to be audited this year. Lastly, the CFDs will also be audited separately rather than collectively as it has been done in the past. This will allow for more transparency.

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to authorize an increase of the not-to-exceed amount for Fester and Chapman's PLLC annual audit services by \$10,150 to \$55,800.

NEW BUSINESS

Discussion/Approval/Disapproval of appointing Isabella Pool to a two-year term on the Florence Youth Commission, with a term to expire October 31, 2021. (Bryan Hughes)

Mr. Bryan Hughes, Community Services Director, stated that two members have resigned and the Town has been actively recruiting for new members. Ms. Pool submitted her application and meets all the criteria.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (6-0) to appoint Isabella Pool to you a two-year term on the Florence Youth Commission, with a term to expire October 31, 2021.

Resolution No. 1716-19:

Mayor Walter read Resolution No. 1716-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ORDERING THE PROPOSED STREET LIGHTING IMPROVEMENTS DESCRIBED IN RESOLUTION NO.

1715-19 FORMING THE “TOWN OF FLORENCE, ARIZONA, ANTHEM AT MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT 4” TO PROCEED. (Lisa Garcia)

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated that on August 19, 2019, staff brought forth Resolution No. 1715-19 which was the notice of intent to form a Streetlight Improvement District titled “Town of Florence, Arizona, Anthem at Merrill Ranch SLID 4 Lighting Improvement District”. This is for a majority petition.

Ms. Garcia stated that staff has worked with Pulte and were able to provide the necessary notices on the property within the parameters, every 250 feet. The signs were placed as well as advertisements seeking if anyone had a reason why the Town of Florence should not form this district. The Town received zero communication from the property owners during that time.

Ms. Garcia stated that the Town is bring forward a resolution that would form Streetlight Improvement District No. 4. It will require the recordation of petition, Notice of Intent, and the formation resolution. The Town must first go through the budgetary process of assessing the property before SLID No. 4 can collect taxes. Per State Statutes, the Town will be able to charge up to \$1.20 per \$100 net assessed valuation (NAV).

Ms. Garcia stated that the Town currently only collects \$.01207 per \$100 NAV for SLID No. 3.

Ms. Garcia stated that staff will be presenting a work session with the Council on both the SLIDs Policies and the ordinances in November for Council’s consideration and to ensure that they meet Council’s expectations.

Ms. Garcia stated that the Town is not collecting taxes on SLID No. 1 and SLID No. 2 because they had collected the maximum that the State would allow on the onset and there are sufficient funds to pay at this time.

Discussion occurred on what will be discussed during the work session.

On motion of Councilmember Hawkins, seconded by Councilmember Larsen, and carried (6-0) to adopt Resolution No. 1716-19.

Resolution No. 1718-19:

Mayor Walter read Resolution No. 1718-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, DECLARING ITS INTENTION TO ESTABLISH A STREET LIGHT IMPROVEMENT DISTRICT TO PURCHASE ENERGY FOR LIGHTING THE PUBLIC STREETS AND PARKS IN THE AREA WITHIN THE CORPORATE LIMITS OF THE TOWN OF FLORENCE, ARIZONA, DESCRIBED ON EXHIBIT A, ATTACHED HERETO; DECLARING SUCH IMPROVEMENTS TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT AND THAT THE EXPENSES THEREOF BE PAID FOR BY THE LEVY AND COLLECTION OF AD VALOREM TAXES UPON THE ASSESSED VALUATION OF ALL REAL AND PERSONAL PROPERTY IN A CERTAIN DISTRICT TO BE KNOWN AS “TOWN OF FLORENCE, ARIZONA, ANTHEM AT MERRILL RANCH STREET LIGHT IMPROVEMENT DISTRICT NO. 5; AND ORDERING THAT SUCH

IMPROVEMENTS BE PROVIDED FOR UNDER THE PROVISIONS OF SECTION 48-572, ARIZONA REVISED STATUTES. (Lisa Garcia)

Ms. Garcia stated that the resolution is for a unanimous petition. The laws differ between a majority and unanimous petition. The Council can, without posting in the paper and without posting the notice on the sites, proceed today with establishing Streetlight Improvement District No. 5. (SLID No. 5). The petitions have been signed off on by the developer, who is the single property owner in the district.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (6-0) to adopt Resolution No. 1718-19.

Discussion/Approval/Disapproval to enter into an agreement for professional services with D2 Surveying Services, utilizing Direct Selection allowed under Arizona Law, Statute Title 34 – Section 103, in an amount not to exceed \$100,000. (Chris Salas)

Mr. Chris Salas, Public Works Director, stated that they will be doing a capacity analysis for the entire sewer system in order to determine if improvements are needed to facilitate Territory Square and the North end Framework Study. There is also a survey and GIS component included.

Mr. Salas stated that the Town put a Request for Price Task Assignment and Westland was the most qualified bidder; however, they did not have enough capacity in their current contract. Staff had previously asked Council to approve an additional amount for Westland and even with the additional amount, they still ran out of capacity.

Mr. Salas stated that Westland has agreed to allow the Town to work directly with their subcontractor, which would save the Town \$4,520. The Town has done work with D2 Surveying Services in the past.

Vice-Mayor Anderson inquired if this will survey all the sewer lines. He inquired if all the sewer lines are mapped.

Mr. Salas stated that it will include the sewer lines, the manholes and the cleanouts. All the sewer lines are mapped; however, there are errors in the GIS system.

Mayor Walter stated that the company is local and it is great to use local companies.

On motion of Councilmember Cordes, seconded by Councilmember Larsen, and carried (6-0) to approve entering into an agreement for professional services with D2 Surveying Services, utilizing Direct Selection allowed under Arizona Law, Statute Title 34 – Section 103, in an amount not to exceed \$100,000.

Discussion/Approval/Disapproval to purchase Insta-Valve 250 Patriot Insertion Valves, from Hydra-Stop, in an amount not to exceed \$100,000. (Chris Salas)

Mr. Salas stated that Council previously approved the purchase of a valve insertion tool, which staff purchased two tools to allow for the installation of valves on live lines. This request is for the

purchase of the actual valves. He noted that they must use their valves on their equipment. They will have valves on hand so that staff will be prepared in case of an emergency.

Vice-Mayor Anderson inquired if the valve fits on an existing pipe.

Mr. Salas stated that it is meant to be used on a hot line. This will allow staff a lot of flexibility.

On motion of Vice-Mayor Anderson, seconded by Councilmember Larsen, and carried (6-0) to purchase Insta-Valve 250 Patriot Insertion Valves, from Hydra-Stop, in an amount not to exceed \$100,000.

Discussion/Approval/Disapproval to enter into a Professional Services Agreement with Swan Architects Inc, in an amount not to exceed \$100,000. (Chris Salas)

Mr. Salas stated that the Town purchased two parcels of property, east of the Public Works yard. The services of an architect are necessary to render the design and site plan renderings. They will be responsible for the schematic design, design development construction documents and bidding. The entire package will cost approximately \$64,400. They are requesting \$100,000 in case there are changes made along the way. The project will entail a steel building for the Water Department's Water Barn and a block wall that they will mimic from the Police Department's Evidence Building. They will do a recycling component on the other parcel of land, which will move the recycling bins from Heritage Park.

Mayor Walter stated that the Town has worked with Swan Architects before and is looking forward to what they design.

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to enter into a Professional Services Agreement with Swan Architects Inc, in an amount not to exceed \$100,000.

MANAGER'S REPORT

Mr. Brent Billingsley, Town Manager, stated that the Parks team has put a call out for volunteers for the P.O.W.W.O.W. Program. There is still a need for assistance for this program. He asked for anyone interested in volunteering to contact the Community Services Department.

Mr. Billingsley stated that Council approved the ability for staff to move forward with an outside reviewer to assist the Town with the review of the two large Pinal County buildings that are coming in the near future.

Mr. Billingsley stated that the upper clarifier rebuild project has been completed at the North Wastewater Treatment Plant. The Manhole Rehabilitation Project has been completed. The Downtown 12" Water Loop Projects are nearing completion.

Mr. Billingsley commended everyone who participates in the Florence CERTS Program. He read the following letter into the record from the Eloy Fire District: "I would like to take a moment and send our sincere thanks to you and your CERT Team for your assistance Tuesday, during a power outage in Eloy, when they showed up on the scene and immediately made contact with us and

got organized and developed a plan of action. They were very friendly and did a good job of interacting with our citizens. Florence should be proud of their new CERT Team. They are well trained and very helpful. It was a joy having them here. Once again, pass along our gratitude and be sure to thank your Town Council and Town Manager.”

Kelly Weddle, Fire Chief, Eloy Fire District.

Mr. Billingsley stated that the Town received a grant for \$17,223 that will fund 15 ballistic vests and helmets for the Fire Department. This grant was received from the Firehouse Subs Public Safety Grant.

Mr. Billingsley recognized Mr. Scott Barber, Human Resources Director, for his seven years of service with the Town. He has made an impact on the professionalism and the quality of the Town’s Human Resources Program. His key accomplishment includes:

- Rewrote the Town’s Personnel Policy
- Implemented a new employee annual performance evaluation process
- Established the Town’s Safety Committee
- Wrote and implemented a new risk management manual
- Initiated the annual boards and commissions appreciation dinner
- Handled the Employee Classification and Compensation Update last year
- Managed the Employee Benefit Program
- Handled the last Town Manager recruitment
- Represented the Town on the Municipal Insurance Pool Board of Trustees for several years
- Served on the League of Cities and Towns Public Safety Pension Task Force
- Currently serves as the President of the Central Arizona Human Resource Management Association
- Board of Directors for Pinal County Federal Credit Union

Mr. Scott Barber, Human Resources Director, stated that this will be his last week with the Town of Florence. It has been his privilege to serve as the Town’s Human Resource Director for the last seven years. He has developed some great relationships and friendships. The Town has an outstanding group of Department Directors that they have been able to work with. He stated that the Town should be proud that it has a great group of employees who are engaged in doing the things that need to be done every day to take care of the services offered to its citizens.

Mr. Barber stated that he has worked under the direction of Ms. Garcia, Deputy Town Manager and she has been a great supervisor. He stated that they are a two person HR Department and Ms. Virginia Felix, HR Coordinator, is an outstanding employee. She is a trusted and reliable resource for the Town’s employees. He is very proud and pleased to have had her as his partner.

Mr. Barber wished the Town well. He thanked the Town Council and wished the Town the very best.

Mayor Walter inquired who will oversee the Human Resources Department in the interim while his position is being filled.

Mr. Billingsley stated that Ms. Felix will assist until the position is filled.

Mayor Walter stated that many employees speak well of him and he has done many wonderful things for the Town. She thanked him for his service.

DEPARTMENT REPORTS

Community Development

Community Services

Courts

Finance

Fire

Police

Public Works

Councilmember Hughes asked for an update on the Code violations. She also asked for a year to date total.

Mr. Larry Harmer, Community Development Director, stated that they have issued the following:

- Verbal Notices: 123
 - The verbal notices seldom result in a written complaint because they are usually taken care of.
- Written Notices: 242
 - 105 fully abated
 - Various stages, 30 days, 30 days plus notification process
 - Will work with them on extensions if there is no health or life safety issues
- Cases forwarded to Town Attorney: 14

Councilmember Hughes inquired if staff is using the Nuisance Chapter 93.03 of the Town Code for removal or have they used the Clean and Liens.

Mr. Harmer stated that the Cleans and Liens are authorized and may use that methodology in working with the Town Attorney with regards to the 14 cases that were referred to the Town Attorney. These types of issues normally pertain to absentee property owners.

Councilmember Hughes inquired if they are seeing reoccurrences.

Mr. Harmer stated that there are few instances, but it is not common.

Councilmember Hughes inquired if the Town Attorney will utilize the Clean and Lien option outlined within the Town Code.

Mr. Clifford L. Mattice, Town Attorney, stated that the option is available to use the Clean and Lien option. He stated that the first option will be to get the property owner to be compliant in order for the Town to not have to expend its funds. There are instances where the Town may not recoup the costs. There are due process rights that need to be followed.

Councilmember Cordes inquired when the groundbreaking will take place for the Wade Journey homes.

Mr. Harmer stated that Wade Journey Homes are already under construction. They picked up the remaining 31 lots in Villa Adelaida. They will be entry level homes with a cost of approximately \$200,000.

Councilmember Cordes inquired how the Parks Department is seeking out volunteers for the P.O.W.W.O.W. Program. She suggested that they visit various sites such as Anthem, the Mosaic Church, and the Five Parks to ask for volunteers.

Mr. Bryan Hughes, Community Services Director, stated that they have sent out email blasts and a news release in the local newspaper.

Councilmember Larsen inquired what phone number should people call if they want to volunteer.

Mr. Hughes stated that they should call 520-868-7589.

The Department Reports were received and filed.

CALL TO THE PUBLIC

There were no public comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen invited everyone to the Homecoming event on October 11, 2019 and the Fright Fest on October 31, 2019.

Councilmember Cordes stated that it is important to show your Florence Pride and invited everyone to the Homecoming Parade and game. She also attended the open house at the Florence Fire Department and it was a great event. She welcomed DR Horton to the Town. They have their models open. The homes are affordable and is excited in the direction that the Town is moving in.

Vice-Mayor Anderson attended an event at the TO Village and listened to Chicken Scratch music. He stated that the music was very good and it was a fun event. He attended the Fire Department Open House and it was nice to see the Police Department there as well. The hospital opened on September 26, 2019. He stated that he attended a meeting in honor of the outgoing Pinal County Manager and incoming Pinal County Manager.

Vice-Mayor Anderson has asked the Town to find a resolution with regards to the person sleeping on benches in the downtown area as well as how to take care of the person.

Vice-Mayor thanked the Community Services Department for coming up with a music festival in the downtown area.

Vice-Mayor Anderson is requesting Council's support to have the Town Clerk to draft documents that would require new Department Head hires to reside within the Town limits of Florence. The Town would need to incur some of the moving costs and there would be a timeline in which the

person must move into the Town. He would like this requirement to take effect on the current job openings.

Mayor Walter stated that she can appreciate where Vice-Mayor is coming from but has also seen talent come from other communities. She would like to add a differential for those who reside within the municipal boundary.

Councilmember Hawkins stated that the Town may be limiting themselves by adding that requirement. There are a lot of people who commute. We may limit who applies if we set those types of limits.

Mayor Walter stated that Councilmember Larsen is stepping down from the Police and Fire Pension Board. Mayor Walter appointed Councilmember Cordes to take her place.

Mayor Walter thanked everyone who assisted with their first State of the Town. The Town has accomplished a lot in the past year. She stated that in preparing for the State of the Town, she was impressed in the totals of business licenses issued and single-family building permits issued. She explained what it entailed to put the State of the Town together.

Mayor Walter stated that she is attending a Counsel of Foreign Relations meeting. This ties in with an independent task force on the United States Work Force.

ADJOURNMENT TO EXECUTIVE SESSION.

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. **Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- b. **Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- c. **Town's position on potential land purchase.**

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to adjourn to Executive Session.

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Councilmember Cordes, seconded by Mayor Walter, and carried (6-0) to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Cordes, seconded by Councilmember Hughes, and carried (6-0) to adjourn from the meeting at 9:23 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 7, 2019, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

MINUTES OF THE TOWN OF FLORENCE COUNCIL SPECIAL MEETING HELD ON MONDAY, OCTOBER 21, 2019, AT 5:00 P.M., IN THE FLORENCE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

CALL TO ORDER

Vice-Mayor Anderson called the meeting to order at 5:00 p.m.

ROLL CALL:

Present: **Tara Walter, John Anderson, Bill Hawkins, Karen Wall, ***Kristen Larsen, Michelle Cordes, Judy Hughes

**Mayor Walter arrived at 5:44 pm.

***Councilmember Larsen arrived at 6:42 p.m.

WORK SESSION

Discussion on the North-South Corridor.

Mr. Brent Billingsley, Town Manager, explained that the North-South Corridor process began in 2010 to evaluate alternatives for regional non-south connectivity through central Pinal County. The high capacity route would be in the vicinity of Picacho and Eloy to US 60 and the vicinity of Queen Creek and Apache Junction. This would entail a route going through a lot of unincorporated Pinal County and municipalities such as Florence, Eloy, Coolidge, Queen Creek and Apache Junction.

Mr. Billingsley explained that an Environmental Impact Statement (EIS) is a decision document under the National Policy Act. An environmental study must be completed in order for the federal government to utilize funds or permitting and to determine if there are significant impacts to individual resources. If significant impacts are determined to likely occur, it must be determined how those impacts will be mitigated. As part of this process, there is a federal sponsoring agency (Federal Highway Administration for this project), a local management agency (Arizona Department of Transportation for this project) and cooperating agencies that will go through the study and analyze the various resources and the impacts on those resources. Neither Pinal County nor any of the other communities in Pinal County were utilized as cooperating agencies in the study.

Mr. Billingsley stated that this study used the tiered EIS process, which is a phased approach. The first phase is a generalized outlook and identification of a corridor. The second phase is a more refined analysis in terms of defining the Records of Decision (ROD). The ROD is the final decision on the federal government, in terms of how a project will be funded, permitted and the final mitigation measures for all of the different resources that are evaluated. This is an overall look at the corridor. Because there is no available funding, the intent of the federal government will evaluate each individual piece of the project independently and the ROD will be made, phase by phase, in terms of implementation.

Mr. Billingsley stated that the EIS was released on September 6, 2019 and has been available online and in hard copy at several locations throughout Pinal County. Comments are due by October 29, 2019. There have been several public meetings throughout Pinal County. Four Councilmembers, along with several other people attended the October 1, 2019 meeting held in Florence and have provided comments.

Mr. Billingsley stated that the Town received the document and did a technical review. He stated that it is a regimented process which is governed by law. The process begins with a Purpose in Need Statement, which is developed by the project team and ratified by the cooperating agencies and then the sponsoring agency. The Purpose in Need Statement for this project was established in 2010.

Mr. Billingsley stated that there are multiple alternatives to be considered as part of the evaluation process and have evolved over time. Initially, there were seven alternatives and has been dwindled down to an east alternative and west alternative. It was further dwindled down to just segments of the east alternative. He stated that 24 months ago, ADOT elected to add back in a western alternative.

Mr. Billingsley stated that the local government entities involved did a series of resolutions and ratifications as to what those entities preferred in terms of the alignment.

Mr. Billingsley stated that Florence sat down with the development community to help define a corridor for the potential North-South Corridor that could result in right-of-way dedications or right-of-way purchases. Furthermore, the Town Council has approved a few pre-plats and final plats that have set aside future right-of-way for the North-South Corridor.

Mr. Andy Smith, Regional Transportation Authority General Manager, stated that when they sent the identification number, the North-South Corridor was identified through the PRDA, was voted, ratified and approved by the Pinal County voters and to be determined by the ADOT study process. They do not have a preferred alignment but have earmarked \$360 million of the ½ cent sales tax to go towards the North-South Corridor for the next 20 years.

Mr. Billingsley stated that Florence has advocated for the eastern alignments. He explained where each of the boundaries go through and how they will/will not impact Florence. He explained that Florence is opposed to the western alignments. Alternative 7 from the report, with all the segments, goes through the center of Florence, which in on the west side of Poston Butte. This is not the alignment identified in the resolutions that Council passed or as shown on the map that went before the voters. The key issues as they look at the preferred alignment is set to get Florence three access locations: at State Highway 287, Hunt Highway near Poston Butte, and Arizona Farms Boulevard on the Town boundary with Pinal County. This would be great for Florence's economic development.

Mr. Billingsley explained the various alternatives, each of the segments and where they are located. He provided visual maps which depict each alignment. One of the concerns that the Federal Highway Administration has is the spacing between high capacity facilities. He stated that Pinal County has spent \$9 million for purchasing the right-of-way through a portion of Segment 4 where the Arizona Inland Port is.

Mr. Billingsley stated that public hearings have been held and now they must do reviews and provide comments which are due October 29, 2019. Following Council's directive, staff will provide two sets of comments.

Mr. Billingsley discussed the general comments about the study, concerns, things that can be addressed or things that need to be addressed as part of the process. The technical comments address things that may need further study or need to be addressed.

1. Florence Anthem Hospital was not included as part of the study; however, other health care facilities were included.
 - a. Requesting that they be added.
2. Casa Grande Ruins Expansion needs to be addressed.
 - a. Can impact western alignment
 - b. Needs to be addressed as part of EIS
3. Take a closer look at the Central Arizona Regional Transit (CART)
 - a. needs to be studied to the level it deserves as a regional enterprise and its ability to expand in the future.
4. Allow for an 8th alignment that represents an alignment that local governments have worked on.
 - a. Voters approved
 - b. The seven alignments did not include the alignment that was voted and approved on.
 - c. Does not include any of the resolutions that the municipalities have adopted.
5. Went through process of excise tax to fund project
 - a. It can take 20 – 30 years to build if done only with federal funds
 - b. Pinal County has worked on routes of regional significance for the last 20 years
6. Come up with funding mechanisms to implement the early phases of the project such as purchase of right-of-way, build a parkway facility on the alignment or an arterial facility that can be turned into a highway cross section in the future.
 - a. Would like this studied further
7. The 2014 resolutions have been referred to in the EIS; however, the 2019 resolutions have not been referred to.
 - a. Want the resolutions acknowledged
8. Florence and Queen Creek were not referred to as participating agencies in the study nor included in the tables.
 - a. Have attended meetings and provided comments
 - b. Florence has been involved since 2010.
9. MAG Commuter Rail Study was not included in the EIS; multi modal discussion points needs to occur.
 - a. Florence participated in MAG Commuter Rail Study in approximately two and a half years ago.
 - b. Identified commuter rail link for the entire Phoenix Metroplex
 - c. Florence would be the end-of-line station. This is where the switchyard would occur.
 - d. Would be located South of Florence Garden and north of the railroad tracks.
10. Need to pick a point from where data will be utilized and move forward.
 - a. Florence has an updated transportation model and will be provided to Council as part of the Regional Transportation Plan.
 - b. Data does not correspond with the data that is included in the study.

11. Have not utilized the most recent Routes of Regional Significance Plan.
 - a. New plan may change some of the accesses as part of the study.
 - b. Past-Mayor Rankin has pushed for access to Florence from the inception of this study.
 - c. Access is provided to Florence in three locations.
 - d. The three access points do not meet the goal that Past-Mayor Rankin set forth in the past which was that Florence needed to have full access adjacent to downtown Florence.
12. Project Team to consider a future interchange location closer to Florence
 - a. Can have an interchange at the Butte alignment
 - b. Can have an interchange at the River Road alignment
 - c. Will request for an additional access location
 - d. Minimum access requirements under federal law are two-mile spacing from a rural perspective
13. Staff has met with remaining developers of Merrill Ranch (Pulte and Southwest Value Partners) and asked them about preferred alternative and preferred alignment as it relates to the eastern alignment.
 - a. Can see benefit from an economic development perspective from the preferred alternative due to that alignment and how it already goes through undeveloped land and is not constrained.
 - b. Explained issues with constrained land
 - c. Timing – benefit to them if built within the next ten years; issue if built in the next 30 years because it will split or devalue their property
 - d. They recommended if the interchange location at Hunt Highway can be moved $\frac{1}{2}$ to $\frac{3}{4}$ miles north to align with the extension of Merrill Ranch Parkway because of the constraints and will enhance their property values.
 - i. Beneficial to Florence as it will no longer have a spacing issue.
 - ii. Will need to assist with the funding for the fourth access point
14. Underground water storage facilities in central Pinal County were identified as part of the study; however, Florence was not included. The Town is asking Florence to be included.
15. No discussion as part of the DEIS regarding the project that is going to occur in 2022 to build and widen the bridge across the Gila River. This needs to be considered as well as upstream improvements including signalization. This will have an impact on the model from both the multi-model perspective as well as the surface transportation perspective.
16. Multiple times in the report it is stated that the four southern Arizona tribes: Ak Chin Indian Community, Gila River Indian Community, Salt River Pima Indian Community and Tohono O'Odham Nation support the west alternative.
 - a. Staff's comment: Since none of the four tribes would be directly affected by any of the alignments, the Town assumes that this preference as stated in the document relates to cultural archeological resources.
 - b. Staff appreciates the comment; however, the statement is not made in the cultural section nor the 4H section; however, it appears in the section where land use and transportation planning is discussed. In this portion of the study are, the Town of Florence is the land use planner, does the zoning, and does the transportation planning for this area, and not any of the four tribes. The comments need to be addressed in the appropriate section.

Comments from the Council included:

- Would like to include the North Territory Square Plan
Mr. Billingsley explained the issues with the River Road alignment.

Issue with where Plant Road intersects Butte is constrained to a collector level because of the way the land is laid out as well as the Town's sewer plant is located on that road as well.

- Install low river road
 - Mr. Billingsley explained the challenges of building a low river road.

Mr. Billingsley inquired how the Council preferred staff to convey their message and technical comments. He explained that they must respond to technical comments submitted.

Vice-Mayor Anderson asked if they can include comments from the public.

Mayor Walter stated that the public can also submit their comments directly.

Past-Mayor Rankin discussed the following:

- As Mayor, he has pushed for economic development in the downtown area.
- One of the chosen alignment's is east of the Windmill Winery and will be on Rankin Farms,
 - This was not an option chosen by Council at that time
 - The chosen alignment was not recommended by Council at that time
 - The then-Council forwarded their recommendation based on the residents' responses.
 - The current preferred alignment is within the floodplain.
- The Then Council's preference had been any route ½ mile to 1 mile west of the Windmill Winery.
 - Expanding Butte to an arterial road to help traffic come into the downtown area.

Past-Mayor Rankin outlined discussions that he was part of during his tenure regarding the North-South Corridor. He stated that he would prefer that ADOT have conversations with Council and not only staff. It is important to hold discussions to get the alignment changed.

Mayor Walter stated that Council attends MAG meetings. The time frame is for 2054. ADOT is communicating with the Town Manager, Assistant to the Town Manager and herself. They have also heard Council's concerns as well as that of Florence's residents. She stated that San Tan Valley and Queen Creek are trying to take where the current alignment is and move it into the San Tan Valley/Queen Creek area.

Mayor Walter stated that Florence has a good working relationship with ADOT and feels that the alignment that was put forward is mutually beneficial to San Tan, Florence and the development community within Florence.

Councilmember Cordes inquired about the route depicted in yellow and inquired who added it and why. She inquired why the tribe is interested in this route, specifically because it was never mentioned in the cultural section. She would like to know why Florence is not being included in the conversations. She stated that discussions need to occur to eliminate the yellow route. She understands that this project is slated for 2054 and things may change.

Mr. Billingsley clarified that Florence has been involved in the conversations, attended meetings and provided comments. ADOT just did not include Florence's name in the two tables within the document as a participating agency. He stated that they understand why the yellow route was added.

Mr. Billingsley stated that the yellow route was added 24 months ago because the four tribes requested this route and because it presents an opportunity for the alignment that has the fastest travel time from Interstate 10 to the US60. It will also have less traffic getting on and off so they will have less backups. They intentionally chose that alignment to avoid a lot of the development that has occurred in these areas.

Mr. Billingsley stated this is the exact reason as to why that alignment should not be chosen. The intent and purpose was to not just take people from I-10 to US 60 but to fix the North-South capacity issue that has existed for over 10 years in Pinal County. This will help solve the transportation issue in our area.

Mr. Billingsley stated that the tribes want the yellow alignment because it provides a large economic opportunity for the Gila River Indian Community.

Mr. Rankin stated that the yellow alignment was one of the original five alignments.

Discussion occurred on the various alignments.

Mr. Billingsley asked the Council how they would like staff to proceed. He also asked if they would like an interchange closer to old Town Florence then they would need to ask that the Hunt Highway interchange location be moved further north because it does not work from a spacing perspective. They could also support the light purple route, the dark purple route or remain neutral on the route options.

Mayor Walter would like the pros and cons outlined for the light and dark purple alignments, and why the yellow alignment would be detrimental to the Town overall as a whole. She would like this to be forwarded to ADOT along with the Town's appreciation in working with the Town throughout the years.

Councilmember Cordes asked staff not to only focus on what the Town wants but to watch the west alignment.

Mr. Billingsley stated that it is his understanding that Council wants staff to advocate for the Town's preferred route, but to be mindful of the alignment to the west. The Town also needs to push for a future interchange closer to the downtown area. There also needs to be a change from the Hunt Highway alignment to a more northerly direction for economic development and circular movement.

Councilmember Wall stated that her concern is that the political environment is such that the small communities do not necessarily get heard as well as the larger communities. She is in dismay that the Town was not considered as an official participating agency and wants to ensure that the Town is considered as a participating agency forward for any discussions on any of the routes.

Councilmember Wall also stated that she can see why the implementing agency might not like the light purple route because it makes a major band and adds to the cost of implementing a freeway. She is in support of making Florence's desires clear.

Councilmember Hawkins inquired if Pinal County's preferred corridor is actually ADOT's preferred corridor or Pinal County's.

Mr. Billingsley stated that the Town of Florence adopted a resolution which advocated for a portion of the dark purple alignment, then a portion of light purple alignment and back to the purple alignment. Florence worked with Coolidge, Eloy, Pinal County, Queen Creek and Apache Junction. All entities adopted the same resolution. The only deviation occurred was in Segment 4, which is furthest to the south and links with I-10.

Discussion occurred on the map that was attached to the approved resolution and clarification of the sections.

MOMENT OF SILENCE

Mayor Walter called for a moment of silence.

PLEDGE OF ALLEGIANCE

Mayor Walter led the Pledge of Allegiance.

CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action.

Ms. Cathy Adam, Florence Resident, commended the Council for allowing public participation on all of the various plans. She asked that all of the plans be brought together, from a citizen's perspective. She is having difficulty in understanding how they all intersect.

Ms. Adam discussed the agenda item on residency for the Town's Management Team. She stated that her opinion would love to see this item pass. She stated that it means a lot to the citizens. She would like to hear the argument as to why the residency requirement went away.

Mr. Roger Biede, Greater Florence Chamber of Commerce Executive Director, stated that Mr. Larry Johnson has taken a position assisting veterans in Mesa, Arizona. The Chamber is doing great. Mr. Johnson started some momentum that will continue and be improved upon. Some items that they are working on include:

- Working on the FY2020-2021 Budget
- Be a true advocate for businesses
- Bring new events to Florence
 - Welcome Back event for the winter visitors
 - Community Events Awards Dinner
 - Florence Car Show
 - New members for the Board
 - Letter of Support for the North South Corridor

Past-Mayor Rankin commended Vice-Mayor Anderson on the letter that he wrote that was published in the Florence Reminder. It is important to create a recreational facility that brings the old and new communities together. He stated it is important it start planning for this facility now.

PRESENTATIONS

Resolution Copper Update

Mr. Hesston Klenk, Communities and Communications Manager, provided an update on where Florence Copper Project is with its project. He stated that the project has hit some pretty big milestones. The Draft Environmental Impact Statement (EIS) was released by the Forest Service in August 2019. The Forest Service has done a great job of balancing the needs of the community, the economy and the environment. The Final EIS should be finalized in 2020.

Mr. Klenk stated that Florence's main concern has been the proposed Tailing Facility. When they initiated the permitting process in 2013, they proposed a site west of Superior called Near West. As the process ran its course the Fire Service proposed four sites: Near West, a site close to Superior, Pegway (14 miles east of Florence), and Skunk Camp near Dipping Springs Wash (near Hayden/Winkelman). After several analysis, it was determined that the Forest Service's preferred locations for tailings is the Skunk Camp option. From a social and environmental standpoint, this option makes the most sense. It addresses the key concerns that were raised during the scoping period which were to get the tailings off public land and move it away from population centers and drinking water sources. He stated that the other options are still viable, and the Forest Service could pivot back to one of the other three.

Mr. Klenk stated that if the Council or Town still have strong feelings towards any of the options to submit their comments to the draft EIS. The comment period will close November 7, 2019.

Mr. Klenk stated that they originally planned for the filter plant to be located along the Marco Rail Corridor, which is outside of Florence's municipal boundary. It will be a small industrial facility in which they would pipe their concentrate to this plant, and it would go through a drying process. It will then be loaded onto rail cards and shipped. The Town of Superior is advocating to move the filter plant back to Superior, which would require a full railroad rehabilitation all the way back into Superior. He stated for Superior it may be an economic driver; however, for Florence it may be an issue in having an industrial plant in Florence. He inquired from Council if this is something the Town would be receptive on. The railroad line could be expanded for alternative uses.

Mr. Klenk stated that the EIS brought up a social economic piece. They had always put out projects with regards to employment and economic which validated several of those issues. An independent analysis projected that at its peak they will have approximately 3,700 total jobs with 2,700 within Pinal County. In the permitting process, they have committed a focus on local hiring and local procurement.

Mayor Walter appreciates how Resolution Copper has spoken at the CAG and League of Arizona Cities and Towns meetings. She appreciates them working with the Florence Town Council and taking Council's feedback into consideration.

Mayor Walter asked staff to draft a letter of support from the Council for Skunk Camp as the preferred option for the site.

Councilmember Wall thanked him for spending time with the Council and is in support of Skunk Camp.

Vice-Mayor Anderson stated that he is in support of Skunk Camp.

Mr. Billingsley stated there are some opportunities in choosing the rail corridor from an economic prospective. The Town will schedule a meeting with Mr. Klenk to discuss this further.

CONSENT: All items on the consent agenda will be handled by a single vote as part of the consent agenda, unless a Councilmember or a member of the public objects at the time the agenda item is called.

Approval of the September 3 and September 16, 2019 Town Council Meeting minutes.

Receive and file the following board and commission minutes:

September 12, 2019 Arts and Culture Commission Meeting minutes.

August 28, 2019 Historic District Advisory Commission Meeting minutes.

September 5 and September 19, 2019 Planning and Zoning Meeting minutes.

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (6-0 - Councilmember Larsen was not present) to approve the Consent Agenda, as written.

NEW BUSINESS

Ordinance No. 683-19:

Mayor Walter read Ordinance No. 683-19 by title only.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE CODE OF THE TOWN OF FLORENCE, CHAPTER 34, PERSONNEL SYSTEM BY ADDING 34.16 (C) RESIDENCY REQUIRED.

Vice-Mayor Anderson stated that Town department heads appointed as permanent full employees of the Town shall establish their residency and domicile in the Town within six months of their appointment and shall maintain such residency and domicile in the Town during the tenure of their office or employment. A six-month extension can be granted for hardship. Failure to comply with this section shall constitute cause for termination of employment. This section shall not apply to any person employed in any capacity by the Town prior to December 4, 2019, or contract service providers who are not permanent full or part-time employees of the Town.

Vice-Mayor Anderson thanked the Town Clerk's Office for the research of other communities.

Councilmember Hawkins stated of the 20 municipalities researched, only six have residency

requirements. His opinion is that the Town will limit the number of candidates because we are a commuter society. Many of the prospective candidates have established families in other communities and this may deter great candidates from applying. The Town may have to increase the salary; but he is not sure if this would help. He is not in support of residency requirements.

Councilmember Wall stated that she is unable to support any requirements requiring any employee to live within the Town limits. Her reasonings include:

- It will be difficult to attract well qualified candidates.
- Placing a restriction on residency may discourage candidates from applying.
- Housing choices within Town limits are limited.
- Forcing an employee to choose amongst the limited choices may discourage candidates from applying.
- Some candidates may have legitimate reasons for not moving, such as homes that they are unable to sell, spouses who work near current home, or children who attend school.

Councilmember Wall stated that the Council should be more concerned about an employee's commitment to the Town's goals and objectives as opposed to where they live. She said as long as the work is being done, where an employee lives should not be a concern.

Councilmember Wall stated if the Town imposes a requirement that forces an employee to live within Town limits, the following may occur:

- Town could be committed to paying an allowance for moving expenses in every instance.
 - This would need to be considered on a case-by-case basis.
- May be discouraging applicants who are in a protected class, that restriction could be considered discriminatory.
 - There have been court rulings against this imposition of residency requirements.
 - New York Superior Court Case
 - Arizona Legislature recently considered exempting some employment classifications from residency requirements
 - Senate Bill 1231 in the 2019 session stated, "a city or town may not require a firefighter or peace officer as a condition of employment to reside in the city or town of the firefighter's or peace officer's employment."

Councilmember Hughes stated that as a wife of the Police Chief, they have had to move due to his employment. She stated that it shows the community that the Department Head cares about his/her community. If it is going to serve and protect the community, she thinks it is a good idea to have them move into the community. She understands not requiring support staff but believes that Department Heads who live within the community, are vested in the community, understand what is going on and can respond in a moment's notice. She stated that it is her opinion that the Town Manager should also reside within the community because they have more responsibility over the community than Department Heads.

Councilmember Hughes stated that her recommendation is to require the Fire Chief, Police Chief and the Town Manager to reside within Florence.

Councilmember Cordes stated that there are several jobs which require you to move, some of

which pay for relocation costs. It is the applicant's discretion if they choose to accept the position. She does not believe that support staff should be required to move for a variety of reasons. Department Heads and Town Manager require a lot of involvement and should be seen within the community more than just business hours. As a citizen, she would like to see the department heads have the same vested interest in the community as they do. She wants them to vest their personal dollars into the community as well. People have to move all the time for their jobs, and it is something that comes with accepting the position.

Councilmember Larsen stated she concurs with Councilmember Hawkins and Councilmember Wall. She is not in support of the amending the Personnel Policies and Procedures to require residency requirements.

Councilmember Hawkins stated that he does not agree that there is a great revenue loss if the department heads do not reside within the community. The vested interest is doing their jobs and bettering themselves. He stated that there are positions that require you to move; however, he does not see the need to require them to reside in Florence.

Vice-Mayor Anderson stated that this recommendation is not to be applied to current employees. He concurs with Councilmember Cordes' comments. He is proud to live in Florence and would like employees who are committed to Florence and wants staff to have the same pride.

Mayor Walter stated that she shares the same sentiments as Councilmember Wall, Councilmember Larsen and Councilmember Hawkins. Currently, they can expand their search for qualified candidates; however, add a residency requirement may limit the pool of qualified candidates. She stated that she does see the current department heads and the Town Manager engaged in the community. She stated that there are limited housing resources. She understands not wanting to uproot a family, especially with children in school.

On motion of Mayor Walter, seconded by Councilmember Wall, to table this item indefinitely.

Roll Call Vote:

Mayor Walter: Yes
Councilmember Wall: Yes
Vice-Mayor Anderson: No
Councilmember Hawkins: Yes
Councilmember Larsen: Yes
Councilmember Cordes: No
Councilmember Hughes: No

Motion passed: Yes: 4; No: 3

Discussion/Approval/Disapproval of the Professional Services Agreement with Michael Baker Engineering, Inc., to update the Town of Florence 2020 General Plan in an amount not to exceed \$258,716.

Mr. Larry Harmer, Community Development Director, stated that a General Plan is a document that statutorily brings together all planning efforts and future needs, desires, wants and direction

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of the community. The General Plan must be updated every ten years; otherwise, there are certain exposures if you do not do the update. He stated that the current plan was approved by the voters in 2010. Any changes to the Plan will need to go before the voters.

Mr. Harmer stated that there will be tremendous public involvement in the update as it is vital component in the update. It is required that there is a definitive public participation plan be established at the very beginning of the planning effort.

Mr. Harmer stated that Michael Baker Engineering, Inc. was selected from the four proposals by the panel. The panel members were Bryan Hughes, Jennifer Evans, Maricella Benitez, Benjamin Bitter and himself. He stated that the panel was impressed with the presentation and interview of Michael Baker Engineering, Inc. was their public participation efforts. They have developed their own procedures and processes and there will be an online digital presence for those wishing to submit comments.

Mr. Harmer stated that there are several community workshops planned. There will also be mandatory meetings with the Planning and Zoning Commission and the Town Council. They will invite all of the Boards, Commissions, civic groups and Chamber of Commerce to all of the workshops and meetings. They will also include different stakeholders and businesses.

Mr. Harmer stated that the following documents will be incorporated within the General Plan:

- Redevelopment Plan
- Parks and Recreation Comprehensive Plan
- Regional Transportation Plan
- Active Transportation Plan
- North South Corridor Study

Mr. Harmer stated that Michael Baker Engineering Inc. has intimate knowledge on some of the plans as they are the ones doing the studies. They have also conducted the San Tan Planning Area for Pinal County.

Mr. Harmer pointed out that in the contract there is availability for a land use attorney input. Staff does not feel that there is a need for the attorney, so staff is putting a not-to-exceed cap, which is within the limits of the line item.

Ms. Lisa Garcia, Deputy Town Manager asked that the motion be changed to reflect that the Town Manager is authorized to enter into the contract.

Vice-Mayor Anderson stated that he disagrees with Ms. Adams. The Town has several plans and would prefer to have a Comprehensive Plan rather than a General Plan. He would rather spend the \$250,000 to hire a new planning department and do the General Plan in house. The staff could do the various plans in house. He inquired how much money is the Town spending on each of the various plans.

Mr. Harmer stated that there are specific areas of expertise that are required to be placed within the General Plan, it is not a simple document to create. He discussed planning issues within the current 2020 General Plan. He explained that when you annex an area, you must also serve that area, and this may stretch your resources.

Mr. Harmer stated that they will also look at practicality in the implementation strategies that is in the current plan. They have taken a different tack on how the proposal was put together. They want to be more practical in regard to the term viability of the Plan and the ability of the Town to forecast development and development needs that the Town will have to provided.

Mayor Walter asked if there will be target points to determine progress.

Mr. Harmer stated that one needs to be practical and there has to be a document or strategy that makes sense. It needs to be readable to everyone. There are deliverability reports throughout the process. There is a calendar within the document which outlines deliverables such as draft research and documents that they can respond to.

Vice-Mayor Anderson stated that he would prefer that Mr. Harmer do the plan. He would like the Town Manager to come up with a proposal to do the plan internally.

Councilmember Hawkins stated that there are certain areas in which outside entities would need to be hired as Mr. Harmer is not an expert of every facet of the General Plan.

On motion of Vice-Mayor Anderson, to table this item. The motion died due to lack of a second.

Councilmember Cordes inquired if they are working on other documents for the Town, and if so, do they overlap and is the Town receiving a discount.

Mr. Harmer stated that they are working on other documents for the Town. He stated that those discussions resulted in the great fee that the Town is receiving. A General Plan normally cost between \$20,000 to \$30,000 per element. The list of elements in the Town plan is extensive. The proposed fee is very conservative. He explained how the plans will interact with the other plans.

Councilmember Wall inquired what NTP and GPAC stand for.

Mr. Harmer stated that NTP stands for Notice to Proceed and GPAC stands for General Plan Advisory Committee.

On motion of Councilmember Wall, seconded by Councilmember Cordes, and carried (Yes: 6: Walter, Wall, Hawkins, Larsen, Cordes, Hughes; No. 1: Anderson) to authorize the Town Manager to enter into a Professional Services Agreement with Michael Baker Engineering, Inc., to update the Town of Florence 2020 General Plan, in an amount not to exceed \$258,716.

Resolution No. 1719-19:

Mayor Walter read Resolution No. 1719-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, ADOPTING REVISIONS TO THE TOWN OF FLORENCE PERSONNEL POLICY.

Ms. Lisa Garcia, Deputy Town Manager/Town Clerk, stated the policy is being forwarded from the Employee Incentive Committee. The proposed amendment which has been reviewed, discussed

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and endorsed by the Department Directors and by the Employee Incentive Committee. The amended policy would compensate an employee for unused accrued sick leave on a formula basis, after they have completed 10 years of service. In addition, the hourly rate at which payment would be made is proposed to be an average wage over the previous 36 months of service prior to separation. This change is a way to reward employees who minimize sick leave usage, to reward employee tenure and to enhance our benefit package as we seek to recruit new employees.

Ms. Garcia stated the formula for payment would be:

<u>Years of Employment</u>	<u>Percentage of sick leave paid</u>	<u>Maximum Amount</u>
10 to 14 years	20%	240 hours
15 to 19 years	35%	360 hours
20 years or more	50%	480 hours

Ms. Garcia stated that the impact will be minimal. She stated that people are using sick leave on a month-to-month basis. The committee would like to incentivize sick leave to minimize the use of sick leave as well as have longevity be a factor. They want the employees to feel valued when they depart from the Town's services.

Vice-Mayor Anderson stated that he was in favor of amending the Sick Leave Policy.

Councilmember Wall inquired if this will make any difference with budgeting. She asked how this affects the accrued liability.

Mr. Rey Sanchez, Finance Director, stated that there are policies that are more generous than what is being proposed and he is in favor of this amendment.

Ms. Garcia stated that currently the sick leave is not an accrued liability; however, there would be a fiscal impact if someone meets the above-listed criteria and leaves the Town's employment. Because the Town has no idea who is leaving their employment, it would be difficult to accrue the liability as they would for vacation. The Town does not have very many employees who could use the policy at this time.

Ms. Garcia stated that through the Family Medical Leave Act (FLMA), employees are able to use 12 weeks of leave. The Town encourages employees to save up their time in case of an emergency. The Town also has a Leave Donation Policy for employees who would like to donate vacation time to help other employees on FMLA.

Councilmember Larsen asked for clarification on how sick leave is accrued and used. It is her understanding that if it is not used within the year, it is lost. She inquired how holiday is used and how vacation time is accrued.

Ms. Garcia explained how sick and vacation time is accrued on a monthly basis and how holiday leave is paid. She explained that Police and Fire are sometimes required to work holidays and they are paid for their holiday as well as their work time. Vacation time is accrued differently for those with longevity.

Councilmember Cordes stated that there are some businesses who accrue personal time off which is a combination of sick and vacation time.

Discussion occurred on the benefits of offering this incentive of paying out a portion of one's accrued sick leave.

Ms. Garcia stated that the policy started out as a retirement benefit but the employees changed it to an incentive benefit.

Councilmember Cordes inquired about leave donations.

Ms. Garcia explained that the donated vacation leave is converted to sick leave. Employees can only receive time once they have exhausted their sick and vacation time.

On motion of Councilmember Hawkins, seconded by Councilmember Cordes, and carried (7-0) to adopt Resolution No. 1719-19.

Resolution No. 1720-19:

Mayor Walter read Resolution No. 1720-19 by title only.

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE ADOPTION AUTHORITY POLICY SPECIFYING THAT LEGISLATIVE POLICIES SHALL BE ADOPTED BY THE TOWN COUNCIL AND ADMINISTRATIVE POLICIES SHALL BE ADOPTED BY THE TOWN MANAGER.

Ms. Garcia stated that from time to time staff reviews the policies to ensure that all of the policies are updated. Staff has provided an updated policy format so that they will be less intimidating. Council will be asked to review all policies that are under their authority to ensure that the policies align with the Council's views.

Ms. Garcia stated that Department Heads are also being asked to review their policies to ensure they are following best practices as well as next practices. The policies will also be looked at to ensure that they follow Federal and State guidelines.

On motion of Vice-Mayor Anderson, seconded by Councilmember Cordes, and carried (7-0) to adopt Resolution No. 1720-19.

MANAGER'S REPORT

There was nothing to report.

CALL TO THE PUBLIC

There were no comments.

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

Councilmember Larsen apologized for being late. She invited everyone to the Police Chief Meet and Great as well as the Halloween Bash at the Windmill Winery. A Strategic Planning Session has been scheduled.

Councilmember Hawkins stated that the Veteran's Memorial will be held on November 11, 2019 at 11:00 am.

Councilmember Cordes stated that she attended the First Historic Florence 3rd Friday Event. All of the shops on Main Street stayed open until 8:00 pm, there was live music and the Posse had a Steak Dinner. It was nice to see Main Street come to life. She stated it was a great event. The event will be held every 3rd Friday of the month. She also invited everyone to visit the Rankin Corn Maze.

Vice-Mayor Anderson stated that he attended the redevelopment event. He thanked Mr. Bryan Hughes for the Veteran's Memorial.

Mayor Walter stated that she attended the Florence Unified School District's Coffee with the Community event. She stated that they showcased what they have done with the bond that passed. Supervisor Goodman discussed water and what is happening around our community. She stated they are researching alternate sources to bring water into the area. Sheriff Lamb discussed the Diversion Program and his partnership with the Florence Unified School District.

ADJOURNMENT TO EXECUTIVE SESSION

For the purposes of discussions or consultations with designated representatives of the public body and/or legal counsel pursuant to A.R.S. Sections 38-431.03 (A)(3), (A)(4) and (A)(7) to consider its position and instruct its representatives and/or attorneys regarding:

- a. **Town's position and instruct its attorneys regarding pending litigation in Maricopa County Superior Court: Town of Florence v. Florence Copper, Inc. CV2015-000325, including counterclaims.**
- b. **Town's position and instruct its attorneys regarding Arizona Department of Environmental Quality proceedings, related to Water Quality Appeals Board Case No. 16-002, including appellate proceedings to reviewing courts.**
- c. **Town's position on potential land purchase.**

On motion of Vice-Mayor Anderson, seconded by Councilmember Hawkins, and carried (7-0) to adjourn to Executive Session.

ADJOURNMENT FROM EXECUTIVE SESSION

On motion of Councilmember Wall, seconded by Councilmember Hughes, and carried (7-0) to adjourn from Executive Session.

ADJOURNMENT

On motion of Councilmember Wall, seconded by Councilmember Hawkins, and carried to adjourn the meeting at 8:16 p.m.

Tara Walter, Mayor

ATTEST:

Lisa Garcia, Town Clerk

I certify that the following is a true and correct copy of the minutes of the Florence Town Council meeting held on October 21, 2019, and that the meeting was duly called to order and that a quorum was present.

Lisa Garcia, Town Clerk

REGULAR MEETING OF THE HISTORIC DISTRICT ADVISORY COMMISSION OF THE TOWN OF FLORENCE HELD WEDNESDAY, SEPTEMBER 25, 2019, AT 6:00 PM, AT THE FLORENCE TOWN COUNCIL CHAMBERS, 775 N. MAIN STREET, FLORENCE, ARIZONA

CALL TO ORDER

Chairman Wheeler called the meeting to order at 6:00 pm

ROLL CALL

Present: Wheeler, Adam, Smith, Reid, Novotny, Knight, and Michael.

PLEDGE OF ALLEGIANCE

DISCUSSION/APPROVAL/DISAPPROVAL of the meeting minutes for the regular meeting conducted on August 28, 2019.

On motion by Commissioner Novotny, seconded by Commissioner Reid, and carried 7-0, to approve the regular meeting minutes of August 28, 2019.

OLD BUSINESS

- A. Motion to recommend approval to the Town Council regarding proposal to conduct Focus Group Interviews and a presentation to the Town Council regarding Historic Preservation potential and the Economics of Revitalization from the Arizona Rural Development Council.

Community Development Director Larry Harmer summarized the presentation and focus group proposal by Kimber Lanning. Commissioner Novotny asked if staff could contact older local business owners to participate because they have insight newer business owners do not. Staff stated they will look into it. Vice-Chair Adam asked for wording in the proposal that explained this event as an economic assessment for the current district and what can be done for the downtown. She is concerned the discussion might not focus on the economic importance of downtown revitalization. Commissioner Reid suggested the business owners pull some data from their businesses to share at the focus group. Vice-Chair Adam said input from the Bed and Breakfasts would be helpful.

On motion by Vice-Chair Adam, seconded by Commissioner Knight, and carried 7-0, to recommend approval to the Town Council regarding the proposal to conduct Focus Group Interviews and a presentation on Historic Preservation potential and the Economics of Revitalization.

- B. Continue the discussion from August 28, 2019 to enhance educational opportunities for realtors and property owners to understand the issues, costs and benefits of restoring historic properties.

At the next meeting, Staff will present in a list of possible projects or goals For the HDAC to review for the downtown. The projects will range from small undertakings to possible construction projects. Staff asked the Commission for comments on the priority of the properties on the list.

Related to the CLG grant application, Mr. Harmer explained that Staff wants to inventory as many properties as possible. The Bartleson/Vasquez House is currently number one on the list. Chairman Wheeler stated the properties are outside the historic district. Mr. Harmer responded that the significant properties in the district seemed to be covered and staff recommends focusing on significant homes throughout Old Town Florence. There is always the option in the future of expanding the existing district or creating new ones. Commissioner Smith said if they stand alone and not in the district, then they have to have something special about them, and she agreed with the Bartleson house being first because there is a lot of information on the property.

They agreed there are properties outside the district, such as the Huffman House, that may go on the register because of the architecture or contributing family. Although, the Moreno family did not ask to be on national register because they did not know they could. Mr. Harmer stated he intended to let the property owners know of the inventory and what it could mean for the property, but it is up to the owner to be put on the National Register. Commissioner Smith said it is important for owners to know the benefits.

Vice-Chair Adam said it is something to take up with the property owner, but she understood the apprehension because of the increased oversight of the house's exterior. She is fine with the recommendations. Commissioner Reid explained the Celaya house is a standard Sonoran Adobe as far as placement, and the little house on North Park is historically significant architecturally and as an old store.

The Baker Garage has a lot of Florence history, and it is important to survey it as a commercial entity. Commissioner Michael asked if Staff was looking to spot zone these properties into the historical district. Mr. Harmer said there is no other ulterior motive other than to research the historical significance and inventory the property. Commissioner Novotny asked if this would make them eligible for the tax relief. Mr. Harmer said if they did any significant remodeling then they have to apply in advance. Commissioner Smith stated this only applies to the exterior of the home. Commissioner Novotny asked if having the properties inventoried is the same as having them registered. Mr. Harmer said they are two separate processes. Commissioner Reid clarified the inventory only provided research. She stated there is a lot of potential on the south side of Butte and some of the houses are very nice. This is a first step toward a long-term project of district expansion. Vice-Chair Adam asked for the Garage to be moved up on the list and Commissioner Reid agreed. Chairman Wheeler asked if anything was going on in the business. Mr. Harmer said the building appears to be mostly used for storage. The Commission and Staff discussed the garage and its possibilities.

NEW BUSINESS

A. CLG grant update and discuss potential buildings for addition to the Town's Historic Building Inventory.

The grant application was sent in, but Staff has not heard anything. Florence is not one of the high priority communities for the grant, however, Staff it is important to continue with efforts to expand the inventory of historic properties.

COMMUNITY DEVELOPMENT REPORT

A. Code Compliance Update

For the Fiscal Year 2018-2019, there were over 300 code enforcement cases with almost complete compliance. Forty-six cases are still pending or in the code enforcement process. One of the owners in the Downtown area is hiring contractors for their building's clean-up, and the Town is looking into clean and lien projects.

B. Development Code Update related to HDAC

The suggestions and changes made to the Historic District portion of the Development Code have been turned over to the Town consultant and will be inserted in the text. The changes will go before the Planning and Zoning Commission for a recommendation prior to Town Council adoption.

C. Redevelopment Plan Update

The Redevelopment Plan team will hold a Public Open House at the Community Center on October 17th from 4:30 PM to 6:30 PM. An invite will go to the Chamber of Commerce. The open house will showcase possible land use plans and future ideas on landscape design.

D. Future Agendas


Mr. Harmer stated that Town Council has set up the fourth Monday of the month specifically for work session meetings. No future action items.

CALL TO THE PUBLIC/COMMISSION RESPONSE


CALL TO THE COMMISSION-CURRENT EVENTS ONLY

ADJOURNMENT

On motion by Vice-Chair Adam, seconded by Commissioner Novotny, and carried 7-0, to adjourn the regular meeting at 6:44 PM.



Betty Wheeler
Chairman



Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION**

REGULAR MEETING MINUTES

MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE REGULAR MEETING HELD ON THURSDAY, OCTOBER 3, 2019, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:00 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Present
Commissioner Simmonds	Present
Commissioner Proulx	Present

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meetings conducted on September 19, 2019.

On a motion by Commissioner Smidt, seconded by Vice-Chair Frost, and carried by a 5-0 vote, to approve the regular meeting minutes from September 19, 2019.

5. OLD BUSINESS

None

6. NEW BUSINESS

A. PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Anthem at Merrill Ranch Unit 33 (PZ 19-29) submitted by D.R. Horton. The subject plat is located west of Hunt Highway and south of the Merrill Ranch Parkway.

Community Development Director Larry Harmer gave a short presentation on the details and changes to Unit 33. Chairman Pranzo asked about the changes to Unit 33. Mr. Harmer explained the plans originally had 146 lots but added on four more dwelling units,

which requires a reapproval. Chairman Pranzo asked if the density is below the threshold. Mr. Harmer confirmed.

Vice-Chair Frost asked why the packets did not have exhibits. Mr. Harmer said it was an oversight on Staff's part. The plats can be brought back to the Commission if necessary, but all of the plans have been cleared through the review process. Vice-Chair Frost asked about the grading for Unit 33. Jared Baxter, from Baxter Design Group, said the site was graded at-risk and can be changed accordingly but there are no water lines. Vice-Chair Frost asked if the site had been mass graded? Mr. Baxter said the site was mass graded for preliminary dirt movement and requires some adjustments for the new lots, but the streets and roadways did not change.

Vice-Chair Frost asked how far along in the review process does the Town release an at-risk grading permit. Mr. Harmer said the permit is usually not released until the preliminary plat goes to the Planning and Zoning Commission, by is at the discretion of the Town Engineer. Vice-Chair Frost asked about the forty-two-foot-wide Right-of-Way. He asked for the face to face dimensions. Mr. Baxter stated the dimensions were a rolled curb and gutter with a five-foot sidewalk and two-foot gutter on each side of the road. He explained it is a twenty-eight-foot-wide paved street. This is the new Right-of-Way standard from forty feet to forty-two feet because of the new American Disabilities Act code that widened the sidewalks to five feet. Vice-Chair Frost asked if there were sidewalks on both sides. Mr. Baxter said yes. Mr. Baxter stated the dimensions have been approved by various personnel within the Town and the design is standard throughout the community. Vice-Chair Frost asked for clarification on the minimum number of access points. Mr. Harmer noted that each unit had the minimum number of access points, but Staff can make sure to clarify the true number in future reports. Commissioner Smidt asked if the access point was a direct line to the main road. Mr. Harmer said the roads are interconnected and access point means there are two different ways to get out of the subdivision.

On motion by Vice-Chair Frost, seconded by Commissioner Smidt, and carried by a 5-0 vote, to recommend approval with conditions of Preliminary Plat application for Anthem at Merrill Ranch Unit 33 (PZ-19-29).

B. PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Anthem at Merrill Ranch Unit 57 (PZ 19-23) submitted by Pulte Homes. The subject plat is located east of Hunt Highway and south of the Merrill Ranch Parkway/east of Constitution Way.

Mr. Harmer gave a short presentation on the details and changes to Unit 57. He noted an error on the second page in the report that stated there were ninety lots in the text and one hundred and sixteen residential lots in number. The correct lot count is one-hundred and sixteen. He noted that the Preliminary Plat is in compliance with the Planned Unit Development (PUD) document. Vice-Chair Frost said on page two it mentioned the site was undergoing grading and underground. Mr. Harmer said this is at-risk work. If any

was undergoing grading and underground. Mr. Harmer said this is at-risk work. If any changes happen, then the developer must complete the changes at their own expense. Mr. Baxter said the site has been mass graded but there are no utilities going in at this time.

On motion by Commissioner Proulx, seconded by Commissioner Simmonds, and carried by a 5-0 vote, to recommend approval with conditions of Preliminary Plat application for Anthem at Merrill Ranch Unit 57 (PZ-19-23).

C. PRESENTATION/APPROVAL/DISAPPROVAL of Preliminary Plat applications for Anthem at Merrill Ranch Unit 58 (PZ-19-24), Unit 64 (PZ-19-28), Unit 66 (PZ-19-25), and Unit 68 (PZ-19-26) submitted by Pulte Homes. The subject plats are located east of Hunt Highway and north of the Merrill Ranch Parkway along the northern most portion of Sun City Boulevard.

Town Planner Maricella Benitez gave a short presentation on the details of Units 58, 64, 66, and 68. The Commission gave comments unit by unit Vice-Chair Frost asked if the police department has reviewed the preliminary plat for Unit 58. Mr. Harmer said that Public Safety reviews all plats.

Vice Chair Frost asked if the existing well site on Unit 64 will be used or abandoned and asked about screening. Mr. Baxter stated the well-site is on Unit 58, and they use the water for the golf course and yes, it will be maintained, fenced, and screened for noise. No comments for Unit 66. Vice-Chair Frost asked if there will be a chance to see the landscape plans and park amenities for the units in Anthem Merrill Ranch. Mr. Harmer said Staff can put together a landscaping and amenities presentation. There is a master theme for the development and Staff has been reviewing these plans administratively. Vice-Chair Frost clarified that he wanted to see the landscape and amenity plans for Parkside Anthem. Staff agreed to put together a presentation for the next meeting. No other questions or comments for Unit 68.

On motion by Chairman Pranzo, seconded by Commissioner Proulx, and carried by a 5-0 vote, to recommend approval with conditions of Preliminary Plat applications for Anthem at Merrill Ranch Unit 58 (PZ-19-24), Unit 64 (PZ-19-28), Unit 66 (PZ-19-25), and Unit 68 (PZ-19-26).

PRESENTATIONS

D. Redevelopment Plan Update

The Redevelopment Plan team will hold a Public Open House at the Community Center on October 17th from 4:30 PM to 6:30 PM. The event has been advertised on social media, in the newspaper, at the State of the Town address, and an invite will go to the Chamber of Commerce. The open house will showcase possible land use plans and future ideas on landscape design.

E. General Plan Update

Staff has chosen an applicant to complete the General Plan Update. Staff will take the Scope of Work to Council for approval October 21st. Chairman Pranzo asked if the Town has worked with this group before. Mr. Harmer stated the consultants have previously worked with the Town, San Tan Valley, and Pinal County.

F. Future Agenda Items/Information Only

Staff will give a brief presentation on October 17th of the landscape and recreational facilities in Parkside Anthem Merrill Ranch. A Preliminary Plat for the Mesquite Trails will come to the Commission on October 17th. There are already five recorded plats for Mesquite Trails and this plat will complete the section north of a major wash. The plans have also been adjusted to accommodate the most recent proposed North/South Corridor route. The plat has gone through engineering, traffic, and public safety review.

Chairman Pranzo asked if ADOT showed a preferred route for the North/South Corridor and how Town will coordinate these subdivisions for the preferred route. Mr. Harmer stated the preferred route does not directly impact any active development, but Staff is coordinating with various developers to make sure they understand the placement of the alignment. Commissioner Smidt asked if the corridor will be east of Felix road. Mr. Harmer said Staff can put together a presentation to introduce the preferred alignment.

7. CALL TO THE PUBLIC/COMMISSION RESPONSE:

None

8. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

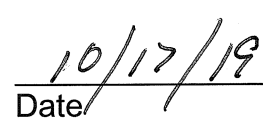
Vice-Chair Frost asked about a presentation on water resources. Mr. Harmer said Staff is putting together a presentation, and the Town Manger will present to the Commission. Staff needs to set a date for the presentation.

9. ADJOURNMENT

On motion by Commissioner Simmonds, seconded by Commissioner Smidt and Proulx, and carried by a 5-0 vote, to adjourn the meeting at 6:37 pm.



Gary Pranzo



Date

**TOWN OF FLORENCE
PLANNING AND ZONING COMMISSION**

REGULAR MEETING MINUTES

MINUTES OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF FLORENCE REGULAR MEETING HELD ON THURSDAY, OCTOBER 17, 2019, AT 6:00 P.M., IN THE TOWN COUNCIL CHAMBERS, LOCATED AT 775 N. MAIN STREET, FLORENCE, ARIZONA.

1. CALL TO ORDER

Chairman Pranzo called the meeting to order at 6:01 pm

2. ROLL CALL:

Chairman Pranzo	Present
Vice-Chair Frost	Present
Commissioner Smidt	Present
Commissioner Simmonds	Present
Commissioner Proulx	Absent

3. PLEDGE OF ALLEGIANCE

4. DISCUSSION/APPROVAL/DISAPPROVAL of the minutes of the regular meetings conducted on October 3, 2019.

On a motion by Chairman Pranzo, seconded by Vice-Chair Frost, and carried by a 4-0 vote, to approve with changes the regular meeting minutes from October 3, 2019.

5. OLD BUSINESS

None

6. NEW BUSINESS

A. PRESENTATION/APPROVAL/DISAPPROVAL of a Preliminary Plat application for Mesquite Trails Parcel 6 (PZ-19-22) submitted by Silver Fern Companies. Mesquite Trails is located at the southeast corner of Felix Road and East Heritage Road in Florence, AZ, and the subject plat is located along the planned Mesquite Trails Boulevard in Mesquite Trails.

Town Planner Maricella Benitez gave a short presentation on Mesquite Trails Parcel 6 including basic information on plat size, number of lots, and the landscaping/open space. Community Development Director Larry Harmer explained the Final Plats for Parcels 1-5 in Mesquite Trails were already approved and recorded. Chairman Pranzo asked if the PUD was from 2004 and if Staff had it on file. Mr. Harmer stated the original document was a Planned Area Development (PAD) approved by Pinal County and the document transferred to the Town after the annexation into Florence. The document only provides basic information about future development. Chairman Pranzo stated the document had a lot of flexibility for developers. Mr. Harmer agreed. Vice-Chair Frost asked how long a Planned Unit Development (PUD) can remain dormant. Mr. Harmer said this document appears to have no expiration date.

Vice-Chair Frost asked about the impacts of the freeway alignment with the development and he agreed the Parcel was not in the floodplain. He asked the engineer from Silver Fern if they had taken into account that the wash will have the potential to become a FEMA floodplain. Their representative, Amy Wideman, said Silver Fern has an engineer looking at the drainage throughout the area. They said they had drainage to the north that had originally not been taken into account. They are adjusting the grading along the channels that flow through the area. Mr. Harmer explained the initial Master Drainage plan is being modified to accommodate these changes. Vice-Chair Frost complimented the Team on not landscaping the slopes for the open space tracts and only where there will be people playing as landscaping the slopes with turf uses more water. Vice-Chair Frost asked for the retention and runoff calculations to be corrected before the Final Plat.

On motion by Commissioner Smidt, seconded by Vice-Chair Frost, and carried by a 4-0 vote, to recommend approval with conditions of a Preliminary Plat application for Mesquite Trails Parcel 6 (PZ-19-22).

7. PRESENTATIONS

A. Anthem at Merrill Ranch: Parkside Family Amenities

Mr. Harmer gave a short presentation on the landscaping and park amenities found in Parkside at Anthem Merrill Ranch. He discussed the Right-of-Way in Anthem and clarified the differences between the 42' Right-of-Way and the 50' Right-of-Way. Vice-Chair Frost asked if the Town was stuck with the 42' Right-of-Way. Mr. Harmer said yes, unless the Town wanted to bring forward an amendment that the developer would agree to.

Vice-Chair Frost discussed the walkability of the park amenities in Anthem Parkside and asked future pocket parks be within a reasonable walking distance for young families. He stated pocket parks should not include turf on the slopes. Staff agreed and said that they will watch for this type of landscaping in future parks.

B. Redevelopment Plan Update

Mr. Harmer discussed the recent Open House for the Redevelopment Plan and noted how the Focus Groups impacted the information presented that night. The Redevelopment Plan will continue to develop, and the Planning and Zoning Commission and the Historic District Commission will have time to go over material in meetings and joint work sessions. Chairman Pranzo commented that his initial impression of the Manager of the presentation felt headstrong. He wanted to know how well Staff worked with the Consultant Team. Mr. Harmer said Staff had a good relationship with the group and that the Manager of the project is headstrong, but she challenges the public to ask questions and challenge their work. Chairman Pranzo said the new construction ideas concerned him. Mr. Harmer said the new development was meant to help and uplift the current vacant areas for redevelopment. Chairman Pranzo said if they focus on one thing to trigger projects and make it ring true, then he would be happy. Chairman Pranzo mentioned a handout would have gone a long way in summarizing the information. Mr. Harmer said Staff will be putting a packet of information together to send out to those who signed in at the meeting.

C. General Plan Update

Staff chose Michael Baker to complete the General Plan Update. Staff will take the contract award to Council for approval October 21st.

D. Future Agenda Items/Information Only

Monday, October 21, the Town Council will hold a work session to discuss the North/South Corridor from 5-6 PM. This meeting is open to the public.

The November 7th Commission meeting will include the water resource presentation and reapprovals for Anthem Preliminary Plats 47, 49, and 51.


8. CALL TO THE PUBLIC/COMMISSION RESPONSE:

9. CALL TO THE COMMISSION- CURRENT EVENTS ONLY.

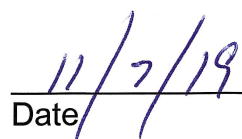
The County will hold a presentation at 1:30 PM for recent legislation on water in the Board of Supervisor’s Room in the Pinal County Historic Courthouse. There will be a monthly steak fry near 6th Street and Main Street. Store fronts will be open later to welcome residents and winter visitors during the steak fry.

10. ADJOURNMENT


On motion by Commissioner Simmonds, seconded by Commissioner Smidt, and carried by a 4-0 vote, to adjourn the meeting at 6:38 pm.



Gary Pranzo



Date

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 9a.
MEETING DATE: November 18, 2019 DEPARTMENT: Police Department STAFF PRESENTER: Daniel Hughes, Police Chief SUBJECT: Ordinance No. 684-19: Modification to TITLE VII, CHAPTER 73: STOPPING, STANDING AND PARKING		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input type="checkbox"/> 1st Reading <input checked="" type="checkbox"/> 2nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input checked="" type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Ordinance No. 684-19: Discussion/Approval/Disapproval of AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, BY INSERTING §73.12 ABANDONED OR JUNK VEHICLES PARKED IN VISIBLE AREAS; RENUMBER UNARMED POLICE AIDES §73.13; AND INSERTING A NEW PENALTY §73.99 (Y).

BACKGROUND/DISCUSSION:

There are numerous vehicles that fall within the definition of an abandoned or junked vehicle parked within the residential neighborhoods of the Town of Florence. Currently, the Town Code addresses this issue under *150.82 NEW DEVELOPMENT* and is addressed by Code Enforcement Officers. The Police Department is proposing that we add this same language to *TITLE VII, CHAPTER 73: STOPPING, STANDING AND PARKING* allowing Police Officers to address this issue in a more efficient manner. Many of these vehicles are unsightly and some are dangerous as they are up on blocks or jacks being accessible to the general public walking nearby.

As suggested at the last meeting, 5 days has been changed to five business days within the Ordinance.

A VOTE OF NO WOULD MEAN:

These vehicles would continue to be parked in residential neighborhoods and be addressed through our current Code.

A VOTE OF YES WOULD MEAN:

The Ordinance would be changed to reflect the changes in the parking ordinance allowing officers to take a more proactive response to abandoned or junked vehicles parked in a visible area within mostly residential areas within the Town of Florence.

FINANCIAL IMPACT:

There would not be any financial impact.

ATTACHMENTS:

Ordinance No. 684-19

ORDINANCE NO. 684-19

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, BY INSERTING §73.12 ABANDONED OR JUNK VEHICLES PARKED IN VISIBLE AREAS; RENUMBER UNARMED POLICE AIDES §73.13; AND INSERTING A NEW PENALTY §73.99 (Y).

WHEREAS, it has been brought to the attention of the Town Council of the Town of Florence, that the current Code of Ordinances is outdated; and

WHEREAS, the Town Council of the Town of Florence desires the Code to be a reflection of current operations and regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Florence, Arizona, that the Code of Ordinances be amended inserting §73.12 ABANDONED OR JUNK VEHICLES PARKED IN VISIBLE AREAS as follows:

§73.12 ABANDONED OR JUNKED VEHICLES PARKED IN VISIBLE AREAS

- (A) All abandoned or junk vehicles, or vehicles while being repaired or restored, shall be stored in an enclosed area by the owner or occupant of the property upon which the vehicle is located, in such a manner as to not be visible from any point lying outside the property upon which the abandoned or junk vehicle is stored or parked.
- (B) **ABANDONED OR JUNK VEHICLE.** A vehicle or any major portion thereof which is incapable of movement under its own power and will remain so without major repair or reconstruction or a vehicle not having current license and registration.
- (C) **MAJOR REPAIR.** The removal from any vehicle of a major portion thereof including, but not limited to, the differential, transmission, head, engine block or oil pan.
- (D) **VEHICLE.** Any self-propelled device in, upon or by which any person or property is or may be transported upon a public highway excepting devices moved by human power or used exclusively upon stationary rails or tracks.

Vehicles must be removed within 5 business days and stored in an enclosed area as not to be visible from outside the property.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Florence, Arizona, that the Code of Ordinances be amended by renumbering §73.12 UNARMED POLICE AIDES to §73.13 UNARMED POLICE AIDES:

§73.13 UNARMED POLICE AIDES

- (A) It is the purpose and intent of this enactment to provide for the occasional appointment of unarmed police aides by the Chief of Police or his or her designee when such appointments are determined to be necessary and desirable for the purpose of providing efficient and cost-effective enforcement of the parking regulations contained in this chapter.
- (B) The Chief of Police or designee is authorized to appoint unarmed police aides for the purpose of enforcement of the town ordinances relating to the standing and parking of vehicles.
- (C) Upon appointment by the Chief of Police, unarmed police aides shall be empowered to commence an action for violation of the provisions of Chapter 73 in the Municipal Court.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Mayor and Council of the Town of Florence, Arizona, that the Code of Ordinances be amended by adding **§73.99 (Y) PENALTY.**

(Y) Any violations of §73.12 shall be punishable by a fine of \$100.00 for the first offense if not corrected within 5 business days. Failure to comply may result in a Class 3 Misdemeanor charge punishable by a maximum fine of \$500.00 per day and up to 30 days in jail or both.

PASSED AND ADOPTED by a majority vote of the Mayor and Council of the Town of Florence, Arizona this 18th day of November 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10a.

MEETING DATE: November 18, 2019

DEPARTMENT: Town Council

STAFF PRESENTER: Vice-Mayor John Anderson

SUBJECT: Economic Development Conversation with Council

- Action**
- Information Only**
- Public Hearing**
- Resolution**
- Ordinance**
 - Regulatory**
 - 1st Reading**
 - 2nd Reading**
- Other**

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Discussion and possible action on the creation of an Economic Development Department, Division, and/or Commission within the Town of Florence.

BACKGROUND/DISCUSSION:

Council requested to have conversation on the floor about the creation and funding of an Economic Development Department.

Staff has reached out to other communities and provided a variety of job descriptions for Council review.

The Town of Florence has a job description for Economic Development Coordinator, as this position previously existed within the Town organization. The position was not at the Department Head level. The description is included in the backup material, along with descriptions for Economic Development Director across the region.

A VOTE OF NO WOULD MEAN:

An item would not be added to a future agenda for adoption.

A VOTE OF YES WOULD MEAN:

A future agenda item would be added to adopt the salary schedule and job description for the recommended position.

FINANCIAL IMPACT:

Financial impact would depend on the number of positions and classifications that Council recommends. Department Head/Coordinator/Analyst all have very different fiscal impacts.

ATTACHMENTS:

Pay Scales/Salary Schedules
Job Descriptions

TOWN OF FLORENCE

TITLE: Economic Development Coordinator **FLSA STATUS:** Exempt
DEPARTMENT: Administration **DATE CREATED:** 12/04/06
SALARY RANGE: 47 **DATE REVISED:** 07/01/12

JOB SUMMARY:

Responsible for planning, developing and directing the Town's economic development programs and activities.

SUPERVISION:

This position has no supervisory responsibility.

DUTIES AND RESPONSIBILITIES:

Essential functions, as defined under the Americans with Disabilities Act, may include any of the following tasks, knowledge, skills and other characteristics. This is not intended to be a comprehensive list; it is intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed, and may be required to perform additional, position-specific tasks.

- Employees will support the Town's vision and role model these behaviors by:
 - a. Cultivating a positive work environment.
 - b. Providing quality customer service and maintaining productive working relationships.
 - c. Prioritizing and setting manageable goals.
 - d. Being efficient with time at work.
 - e. Communicating effectively with management, staff, customers, and visitors.
 - f. Being flexible and taking criticism constructively.
- Employees will support compliance-related items by:
 - a. Following internal procedures and external regulations.
 - b. Bringing compliance issues to the attention of management.
 - c. Working collaboratively in all facets of position to meet position requirements and support Town goals.
 - d. Conform with all safety rules and use all appropriate safety equipment.
- Responsible for the planning and creation of economic development marketing strategies and implementation of efforts to attract and retain business and industry to the Town of Florence.
- Develops, initiates, integrates and manages projects and programs that address positive changes in the economic climate and business environment or specific redevelopment areas.

- Serves as Town liaison for the Chamber of Commerce, Main Street Program, Redevelopment Commission, and other civic organizations.
- Creates and manages business assistance programs and training sessions to assist with efforts to retain, strengthen and expand existing Town businesses.
- Identifies, analyzes, and develops solutions for critical issues identified by the business community.
- Provides direction to the Redevelopment Commission for implementation of the redevelopment plans and other project plans that may be adopted.
- Interfaces with multiple jurisdictions on issues impacting Florence's economic development future.
- Performs all other related duties, as assigned.

Education and Experience Required:

Bachelor's Degree in Business, Public Administration, Economics, Finance, or related field, plus one (1) year experience in economic development or closely related field, preferably in a municipal setting; OR equivalent combination of education and experience which demonstrates the ability to perform the duties of the position.

Certificates, Licenses, Registrations:

Required:

- ❑ Must have and maintain a valid Arizona Driver's License.

Other:

Ability to schedule work required to fulfill duties of position. At times, individual must be able to work in a fast-paced environment with ability to handle and prioritize multiple, competing tasks and demands and to seek supervisory assistance as appropriate.

Knowledge of municipal, state, and federal statutes and regulations governing planning, redevelopment, and economic development.

Knowledge of the principles and practices of economic development and business and/or industrial planning.

Knowledge of the basic principles and practices of real estate development.

Skills and Abilities:

- ❑ Strong ability to define problems, collect data, establish facts, and draw valid conclusions.

- ❑ Ability to represent the Town effectively in a variety of settings with diverse community members.
- ❑ Strong public speaking and negotiating skills.
- ❑ Ability to initiate and manage projects involving multiple disciplines and functions.
- ❑ Strong communication and interpersonal skills (both oral and in writing).
- ❑ Comfortable working under pressure with strict deadlines.
- ❑ Position requires demonstrated poise, tact and diplomacy.
- ❑ Strong attention to detail and well organized.
- ❑ Must be a self-starter, able to work independently as well as work effectively with teams of diverse community members.
- ❑ Ability to perform simple to complex math calculations including decimals, percentages, principles of fractions and interpret graphs.
- ❑ Must have high level of interpersonal skills to handle sensitive and confidential situations.
- ❑ Must be able to maintain a calm, non-defensive attitude.
- ❑ Strong leadership skills.
- ❑ Ability to write reports and correspondence, develop spreadsheets and presentation material.
- ❑ Collect and analyze data; provide recommendations and alternatives.
- ❑ Handle multiple projects simultaneously.

Computer Skills:

Required:

- ❑ Word Processing (Word)
- ❑ Spreadsheets (Excel)
- ❑ E-Mail
- ❑ Power Point
- ❑ Internet

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee is regularly required to stand, walk, sit, use hand to finger, handle or feel objects, tools, or controls; and reach with hands and arms. Employee may be required to carry, push/pull objects and materials up to 25 pounds. Specific vision abilities required by this job include close vision, ability to adjust focus, and manual dexterity in combination with eye/hand coordination.

Employee must have sufficient clarity of speech and hearing to permit discern verbal instructions, use of telephone, and communications with others.

Position requirements are primarily carried out in an office environment or meeting forum. Noise level is usually moderate.

The above statements are intended to describe the general nature and level of work performed by people assigned to this job. They are not intended to be an exhaustive list of responsibilities, duties and skills required of personnel so classified. Other functions may be assigned and management retains the right to add or change the duties at any time.

Position Description Reviewed:

Employee Name (print): _____

Date: _____

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Original Signed Position Description to be returned to Human Resources for Employee's Personnel File. Copy to be provided to Employee.

Economic Development Director positions

City	Title	Salary		
		Low	Mid	High
Apache Junction	Economic Development Director	\$101,556	\$123,736	\$147,083
Avondale	Economic Development Director	\$100,556	\$123,193	\$145,820
Casa Grande	Economic Development Director	\$85,198	\$99,973	\$117,720
Chandler	Economic Development Director	\$122,630	\$155,075	\$187,519
Flagstaff	Economic Vitality Director	\$87,674	\$124,226	\$160,777
Fountain Hills	Economic Development Director	\$95,000	\$114,950	\$134,900
Gilbert	Economic Development Director	\$121,328	\$157,727	\$194,125
Glendale	Economic Development Director	\$113,333	\$141,667	\$170,000
Goodyear	Economic Development Director	\$113,316	\$140,767	\$168,218
Mesa	Economic Development Director	\$136,240	\$159,806	\$183,373
Peoria	Economic Development Services Director	\$112,179	\$140,224	\$168,269
Pinal County	Economic Development <i>Manager</i>	\$71,604	\$93,085	\$114,566
Phoenix	Community & Economic Development Director	\$109,075	\$147,254	\$185,432
Queen Creek	Economic Development Director	\$114,856	\$146,441	\$178,026
Sahuarita	Economic Development Director	\$92,955	\$111,546	\$130,137
Scottsdale	Economic Development Director	\$109,096	\$133,859	\$158,621
Surprise	Economic Development Director	\$119,515	\$149,394	\$179,272
Tempe	Economic Development Director	\$108,084	\$126,999	\$145,913
Tolleson	Economic Development Director	\$103,518	\$139,750	\$175,981
Tucson	Economic Development Director	\$121,160	\$175,583	\$230,006
	Minimum:	\$71,604	\$93,085	\$114,566
	Median:	\$109,096	\$140,224	\$168,269
	High:	\$136,240	\$175,583	\$230,006

***Maricopa** recently got rid of their Economic Development Department to form a public-private partnership to manage E.D.

****Coolidge** runs economic development through their Development Services (Planning) Department, which also oversees CART.

*****Eloy** has an Economic Development Manager under their (Planning) Community Development Director.



Economic Development Director

Department: Management Services

SUMMARY: Directs, plans, identifies and implements strategies that will increase the sustainability and growth of the community, supports local businesses, targets business expansion opportunities, encourages new enterprises and recommends policy that will best position the City for success.

ESSENTIAL FUNCTIONS: Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. Factors such as regular attendance at the job are not routinely listed in job descriptions, but are an essential function. Essential duties and responsibilities may include, but are not limited to, the following:

Prepare, manage and monitor the department budget; identify short and long term economic development strategies; create promotional concepts to raise awareness and discover solutions to any community issues that inhibit growth.

Execute downtown redevelopment and implementation strategy; pursue retail recruitment, marketing and tourism strategies; work with other departments to analyze business sites and projects.

Meet with prospective developers and business representatives to discuss opportunities; provide information regarding development sites, zoning, regulations, transportation, economic indicators, and growth projections.

Negotiate draft development agreement deal points; recommend public policy changes.

Ensure City profiles and data are maintained and updated.

Direct Economic Development staff, organize, prioritize and assign work; evaluate the efficiency and effectiveness of the department operations, programs, procedures and use of resources.

Serve as liaison between the City and the Chamber of Commerce, merchants' associations and other public, private, or nonprofit groups, associations and individuals interested in economic development; advise local businesses and community groups on relevant matters and proactive business outreach efforts.

Support the City's policies, goals and objectives and work with management and other staff to ethically achieve such goals and objectives; ensure compliance with safety procedures.

KNOWLEDGE AND SKILLS:

Demonstrated Knowledge of:

City and Department procedures, policies and guidelines; City Code; Arizona Revised Statutes.

Business and economic development principles and practices; municipal zoning and infrastructure; research, statistics, analysis methods and techniques, planning programs and processes.

Tourism, marketing and sales strategy; basic website design techniques.

Principles and practices of budgeting, marketing, communications and community outreach and engagement.

Skill in:

Establishing and maintaining cooperative working relationships with coworkers and other individuals in contact during the course of work; communicating clearly and concisely.

Gathering information and preparing, analyze, and making presentations regarding economic development reports, statements, and correspondence.

Operating a personal computer utilizing standard software such as Microsoft Office and some specialized software; functioning standard equipment.

Assessing, prioritizing and completing multiple tasks and demands simultaneously.

Giving presentations and public speaking.

MINIMUM QUALIFICATIONS:

Graduation from a college or university accredited by an agency recognized by the U.S. Secretary of Education or Council for Higher Education Accreditation (CHEA) with a Bachelor's degree in Administration, Urban Planning, Economics or a closely related field, and eight (8) years of paid fulltime experience in developing/implementing, managing, or facilitating community relations or community development programs;ORan equivalent combination of education and experience.

LICENSE, CERTIFICATION AND/OR SPECIAL REQUIREMENTS:

Candidates who are selected for appointment may be fingerprinted, if 18 or older; successfully complete a background investigation, employment verification and may be subject to a drug/alcohol test, medical, polygraph and/or psychological evaluation. Candidates who are appointed will be required to possess a valid driver's license to operate a vehicle in Arizona, or meet the transportation needs of the position.

Prior to appointment must have International Economic Development Council – Certified Economic Developer.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed in a standard office environment. May require frequent sitting and continuous operation of a personal computer. May be required to perform a full range of motion with lifting and/or carrying items weighing up to 25 pounds.

Adopted: July, 2016



City of Casa Grande

Economic Development Director

GENERAL PURPOSE: Under administrative direction, plans and directs a diverse program of economic and workforce development projects, business recruitment, retention and expansion operations, and collaboration with community development partners and stakeholders.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, organizes, coordinates and implements policies and procedures related to the City's economic development program and activities including short-term and long-term strategies for the retention of existing business as well as growth opportunities for new business.
- Implements marketing and promotional strategies for showcasing Casa Grande to new industry and businesses; partners with community stakeholders to build a strong workforce.
- Participates in long-range planning and makes verbal and written recommendations for a unified program of economic and community development.
- Directs economic research activities to determine the needs and economic impact of projects.
- Researches strategic and leverage opportunities to aid in the development and funding of development, redevelopment and revitalization projects and improvements.
- Initiates strategies and plans for assessing problems and trends associated with growth and development of the City's economy and tax base.
- Meets with prospects, developers and business representatives to discuss opportunities; provides information regarding development sites, zoning regulations, transportation, economic indicators and growth projections.
- Monitors and prepares reports; makes presentations to staff, elected officials, boards, commissions, committees and other citizen groups.
- Serves as the City's liaison with the business community; represents the City at public hearings, meetings, events and conferences.
- Performs other duties as assigned or required.

JOB DESCRIPTION

Economic Development Director

SUPERVISION EXERCISED: Professional, Technical and Administrative Staff as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Bachelor's Degree in business or public administration, or related field, and seven (7) years' experience in directing or assisting in the direction of economic development and promotion, preferably in a municipal context; OR an equivalent combination of education and experience. CEcD Certification preferred.

Necessary Knowledge, Skills and Abilities:

Knowledge of:

- Procedures and strategies of economic and community development and analysis in a governmental setting, including demographics, economic trends, forecasts and impacts.
- Marketing and research methods, principles and procedures.
- City policies and procedures, as well as County, State and Federal laws, rules and regulations related to economic planning and development.
- Building and zoning codes and ordinances as related to development and redevelopment.
- Contract development, mediation and administration.

Skill in:

- Mediating and negotiating differences between developers, contractors, builders, planners and community organizations to best meet the needs of the City.
- Identifying and projecting fiscal impacts of trends or projects on community tax base.

Ability to:

- Effectively communicate, both orally and in writing.
- Create and maintain a positive image among community groups, individuals, media, governmental entities and the business community.
- Operate a personal computer utilizing a variety of business software.

Special Requirements: Possession of a valid Arizona Driver's License; specific technical training and certifications may be required.

Physical Demands / Work Environment: Work is performed mainly in an office environment, but occasionally outdoors.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as needed.



Job Title: Economic Development Director

Department: Administration

Immediate Supervisor: Town Manager

FLSA Status: Exempt

BRIEF DESCRIPTION OF THE JOB:

Plans, organizes and implements the activities of an economic development program to promote the growth and development of the Town's economic base. Assists in business recruitment, retention and expansion for both existing and new businesses for the Town.

ESSENTIAL FUNCTIONS:

This information is intended to be descriptive of the key responsibilities of the position. The following examples do not identify all duties performed by any single incumbent.

Physical Strength Code		ESSENTIAL FUNCTIONS
1	S	Plans and organizes economic development programs related to generating business and development opportunities, including successfully managing projects from inception to completion. Plans, develops and implements informational strategies to attract growth industries and companies. Researches, prepares and communicates information to attract new business clients projecting an effective communication and project management environment.
2	S	Directs Town response to requests for information from potential businesses, developers and consultant groups.
3	S	Develops and maintains various project management databases. Generates statistical reports, information and plans in connection with economic development projects.
4	S	Researches and assists in development of alternative economic development policies, strategies and implementation techniques.
5	L	Makes verbal and written presentations to the Town Council, boards, commissions and other citizen groups in a professional and effective manner.
6	L	Acts as a liaison between the Town, local and regional Chambers of Commerce, Economic Development Councils and various federal, state and local government agencies.

* See page 3 – Overall Physical Strength Demands

JOB REQUIREMENTS:

JOB REQUIREMENTS	
Formal Education / Knowledge	Bachelor's degree in Economic Development, marketing, planning, urban geography or a related field. Completion of a Master's Degree preferred. **
Experience	A minimum of four years of management support experience, with three of those years in business development and related economic development activities. Experience in both the public and private sectors preferred.
Certifications and Other Requirements	IEDC Certified Economic Developer status preferred. Valid driver's license for a minimum of two years with a good driving record required. The Town currently designates this job as a "safety-sensitive position." Accordingly, the Town requires satisfactory completion of a drug and alcohol screening as a condition of employment.
**	Equivalent combinations of experience and training that meet the minimum qualifications may be substituted.
Reading	Work requires the ability to read complex legal documents, development agreements and contracts, executive business letters and communications, development-related documents, master plans, design guidelines, construction site plans, budget documents, business magazine, journals, newspapers and technical reports, strategic or operational plans.
Math	Work requires the ability to perform general math calculations such as addition, subtraction, multiplication, division, college algebra, and statistics.
Writing	Work requires the ability to write communication with executive management, Town Council, and business executives, preparing marketing documents, assisting with development agreements, concise and professional letters all at a college level.
Managerial	Managerial responsibilities include participation and management of Town teams with crucial issues including strategic planning and fiscal management, infrastructure planning and development, Town building projects, and management of the Economic Development division.
Budget Responsibility	Assists in preparing and monitoring the Economic Development budget.
Supervisory / Organizational Control	None
Complexity	Work is widely varied, involving analyzing and evaluating many complex and significant variables. Organization-wide policies, procedures, or precedents are developed and/or recommended.
Interpersonal / Human Relations Skills	The incumbents in this position contact others within the organization. These contacts may involve similar work units or departments within the Town which may be involved in decision making or providing approval or decision making authority for purchases or projects. In addition, these incumbents work with individuals outside the Town who may belong to professional or peer organizations. Working with various state and federal agencies may also be required of the employee. Communicates extensively with the Town Manager, Town Council, developers / real estate, external clients, customers, allies, business professionals, government officials, and regional, state, and national personnel. Employee must maintain regular attendance.

OVERALL PHYSICAL STRENGTH DEMANDS:

<input type="checkbox"/> Sedentary	<input checked="" type="checkbox"/> Light	<input type="checkbox"/> Medium	<input type="checkbox"/> Heavy	<input type="checkbox"/> Very Heavy
S=sedentary Exerting up to 10 lbs. occasionally or negligible weights frequently; sitting most of the time	L=Light Exerting up to 20 lbs. occasionally, 10lbs. frequently, or negligible amounts constantly OR requires walking or standing to a significant degree.	M=Medium Exerting 20-50 lbs. occasionally, 10-25 lbs. frequently, or up to 10-20 lbs. constantly.	H=Heavy Exerting 50-100 lbs. occasionally, 25-50 lbs. frequently, or up to 10-20 lbs. constantly.	VH=Very Heavy Exerting over 100 lbs. occasionally, 50-100 lbs. frequently, or up to 20-50 lbs. constantly.

PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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This is a description of the way this job is currently performed; it does not address the potential for accommodation.

PHYSICAL DEMANDS	FREQUENCY CODE	DESCRIPTION
Standing	O	Presentations, copier, fax machine, filing
Sitting	C	Computer, desk work, paperwork, answering telephone, meetings, driving
Walking	O	Inter-office, to/from meetings, field work, tradeshow
Lifting	O	Contracts, reports, plans, displays
Carrying	O	Contracts, reports, plans, displays, boxes
Pushing/Pulling	R	Doors, chairs, filing cabinet drawers
Reaching	O	Supplies, files, boxes
Handling	F	Contracts, reports, plans
Fine Dexterity	C	Computer keyboard, writing, telephone keypad
Kneeling	R	Filing, retrieving dropped items
Crouching	R	Filing, retrieving dropped items
Crawling	R	Retrieving dropped items
Bending	R	Filing, retrieving dropped items
Twisting	R	Filing, retrieving dropped items
Climbing	R	Stairs
Balancing	R	Stairs
Vision	C	Computer, desk work, writing, reading, use of office equipment, field work, driving
Hearing	C	Telephone, staff, co-workers, supervisor, Town Manager, Town Council, analysts, directors, planners, engineers, local businesses, reporters, meetings, presentations, training classes
Talking	C	Telephone, staff, co-workers, supervisor, Town Manager, Town Council, analysts, directors, planners, engineers, local businesses, reporters, meetings, presentations, training classes
Foot Controls	O	Driving

MACHINES, TOOLS, EQUIPMENT, AND WORK AIDS:

Standard office equipment such as a telephone and computer; use of a vehicle.

ENVIRONMENTAL FACTORS:

D = Daily	W = Several Times Per Week	M = Several Times Per Month	S = Seasonally	N = Never
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HEALTH AND SAFETY		ENVIRONMENTAL FACTORS	
Mechanical Hazards	N	Extreme Temperatures	S
Chemical Hazards	N	Noise and Vibration	N
Electrical Hazards	N	Wetness/Humidity	N
Fire Hazards	N	Respiratory Hazards	N
Explosives	N	Physical Hazards	N
Communicable Diseases	N		
Physical Danger or Abuse	N		
Other (see 1 Below)	N		

PRIMARY WORK LOCATION	
Office Environment	X
Warehouse	
Shop	
Vehicle	
Outdoors	
Recreation Center	
Other (see 2 Below)	

- (1)
- (2)

PROTECTIVE EQUIPMENT REQUIRED:

None

NON-PHYSICAL DEMANDS:

C = Continuously 2/3 or more of the time	F = Frequently From 1/3 to 2/3 of the time	O = Occasionally Up to 1/3 of the time	R = Rarely Less than 1 hour per week	N = Never Never occurs
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NON-PHYSICAL DEMANDS	
Time Pressures	F
Emergency Situations	R
Frequent Change of Tasks	F
Irregular Work Schedule/Overtime	O
Performing Multiple Tasks Simultaneously	O
Working Closely with Others as Part of a Team	C
Tedious or Exacting Work	O
Noisy/Distracting Environment	R
Other (see 3 below)	N

- (3)

Classification Description

Work in this classification requires an individual to be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary classification functions herein described. Since every duty associated with this classification may not be described herein, employees may be required to perform duties not specifically spelled out in this classification description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this description.

Classification: **ECONOMIC DEVELOPMENT MANAGER**

Department: County Manager

Pay Grade: 15

FLSA Status: Exempt

JOB SUMMARY

Coordinate, manage, and implement programs and projects that support commercial, office, and industrial development within Pinal County under limited supervision.

TYPICAL CLASSIFICATION ESSENTIAL DUTIES:

- Establish and maintain relations with local, County, regional, state and Federal agencies and entities and establish a marketing strategy to promote the entire county.
- Develop and establish county-wide economic development programs to recruit new companies, assist current local companies in maintaining operations, and promote local made products and services.
- Advise all three local economic development organizations the County financially supports. Interact with elected supervisors, County Manager, and county departments to advise and update on various economic development issues and projects.
- Attend local, state, and national trade shows and events to promote economic development activities.
- Maintain memberships in professional state and national economic development organizations to further gain knowledge and insight into the ever changing world of economic development.
- Communicate with current and potential clients in order to locate in the county or expand, make weekly phone calls or send e-mails to clients currently engaged with in recruiting or expansion projects, send clients County information per their requests, and respond to potential client requests received from the Economic Development (ED) website.
- Meet clients when they visit the County and provide them with requested ED information regarding the County, respond to client requests from financially supported economic development organizations or thru the Arizona Department of Commerce (ADOC), develop and compile various types of information requested by the clients, and prepare packages to be sent to lenders and partners.
- Communicate with county stakeholders including economic development organizations, chambers, state organizations, and county communities, attend local economic development organization meetings, and make presentations to various groups including chambers, rotary clubs, HOA's, Copper Corridor, and other community organizations as requested.

Economic Development Manager

- Coordinate with county departments in development services on various projects, papers, and programs that produce a positive result for economic development in the County.
- Attend monthly Planning and Zoning Commission meetings, assist with the review and rewriting of the County Zoning Ordinance to include new economic development aspects such as targeted sectors and zoning to enhance economic development, work with transportation on feasibility studies that includes a major portion dedicated to enhancing the transportation system to increase changes of company recruitment, and work with information technology to update and refresh the economic development website for the County.
- Attend and participate in relationship building events such chamber events, community council meetings, rural jobs bill meetings, and meetings with other economic development professionals throughout the County and community.
- Prepare monthly ED reports and miscellaneous duties, write monthly Enterprise Zone reports to the state, write Managing for Results (MFR) reports for the County Manager, advise other county ED professionals on various pending or upcoming issues, assist with news for the Economic Development Newsletter, write support letters when requested, add new and/or updates and revises ED information for the County website, and assist with other duties as assigned by the County Manager.
- To promote and adhere to the workplace values of accountability, commitment, and teamwork to help enrich lives beyond expectation.
- Maintain absolute confidentiality of work-related issues, customer records and restricted County information.
- Perform other related duties as required.

POSITION SPECIFIC DUTIES:

- None.

MINIMUM REQUIREMENTS TO PERFORM WORK:

- Bachelor's degree in Economic Development, Marketing, Business Administration, Urban Development, or related field.
- Six (6) years of experience in urban economic development, business recruitment/development, public facility or infrastructure development that includes management responsibility for programs and projects.
- Valid Driver's License with an Arizona Driver's License required within 30 days of hire.

Preferred Qualifications:

- None.

Knowledge, Skills and Abilities:

- Knowledge of principles and practices of public administration, urban land development, and economic and real estate principles and techniques.
- Knowledge of research methods and report preparation.
- Knowledge of community resources, public relations, and customer service.
- Ability to communicate effectively orally and in writing.
- Skill in conducting research, collecting data, and making appropriate conclusions.
- Ability to make persuasive presentations and speeches in order to recruit new business/industry and development opportunities to the County.
- Ability to establish and maintain effective working relationships with other department staff, management, outside agencies, community groups, and the general public.
- Ability to communicate effectively orally and in writing with employees, developers, and the public.

PHYSICAL DEMANDS:

The work is sedentary and requires exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. The work also requires the ability to apply manual dexterity, reach, perform repetitive motion, hear, speak, stand, walk, operate motor vehicles and/or heavy equipment, and demonstrate mental and visual acuity.

WORK ENVIRONMENT:

Work is performed in an environment making decisions that could lead to major community or organizational consequences if appropriate decisions are not timely.

Pinal County has the right to revise this description at any time, and does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date



ECONOMIC DEVELOPMENT MANAGER (Economic Development)

Class Code:
118

CITY OF SURPRISE
Established Date: Jan 30, 2019
Revision Date: Jul 1, 2019

SALARY RANGE

\$82,120.48 - \$123,180.72 Annually

∴

The hiring salary range is \$82,120.48 - \$102,650.60 annually

Job Title: ECONOMIC DEVELOPMENT MANAGER

Department: Economic Development

Reports To: Director - Economic Development

FLSA Status: Exempt

Job Status: Full Time; Non-Classified; Safety Sensitive

Pay Grade: 118

SUMMARY

As a globally-focused community with world-class aspirations in economic, social, and environmental sustainability, the Manager is responsible and accountable for managing the Economic Development Department. In collaboration with all departments, and under the direction of the Department Director and City Management, the Manager is responsible for managing key drivers to meet best practices for the development and deployment of goals, objectives, and tasks of the Economic Development Department. The primary responsibilities of the department are recruitment and retention of businesses, including expansion of operations. The Manager works in cross-departmental collaboration with all City departments as well as the Mayor and Council. The Manager is responsible and accountable for managing key drivers of the Economic Development Department for the City, including its personnel, budget, and resources. The Manager also interfaces with regional and local organizations in a continuous effort to being a premier municipal economic development department that will be recognized globally for its excellence. Incumbents perform economic development duties and supervise small business, large business, and AZ TechCelerator staff. Supervisory responsibilities include performance evaluations, making assignments and schedules, conducting training, implementing new economic development strategies, and overall program supervision, including budget recommendations. Incumbents also research, market, recruit, plan, and coordinate development of new and expanding office, technology, retail, and industrial-related businesses and parks.

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ESSENTIAL DUTIES AND RESPONSIBILITIES

The duties listed below are intended only as general illustrations of the various types of work that may be performed. Specific statements of duties not included does not exclude them from the position if the work is similar, related, or a logical assignment to the position. Job descriptions are subject to change by the City as the needs of the City and requirements of the job change.

- Supervises staff to include prioritizing and assigning work; conducting performance evaluations; ensuring *staff* are trained and follow policies and procedures; maintaining a healthy and safe working environment; and making hiring, termination and disciplinary recommendations
- Plans, coordinates, organizes, and manages the City's efforts to recruit and locate office, technology, retail, and industrial users; ensures appropriate equipment and materials are available for the successful operations related to these efforts
- Plans, organizes, manages, and implements the activities associated with real estate development
- Represents the Department to the public and outside groups, organizations, and agencies; responds to a wide variety of questions, comments, and/or concerns; resolves related complaints
- Manages and coordinates day-to-day operations related to the City's office, technology, retail, and industrial recruitment efforts; documents the Department's recruitment efforts
- Manages and coordinates the development, evaluation and implementation of program goals, objectives, and activities related to office, technology, retail, and industrial recruitment
- Manages and coordinates proposals to clients and responds to inquiries/requests from department stakeholders related to technology, office and industrial users
- Analyzes economic trends, local workforce, and demographics
- Coordinates and oversees financial and economic analysis on projects
- Manages consultants and project teams involved in economic development program implementation; prepares, reviews, and maintains a variety of reports and documents related to assigned programs and their associated activities
- Provides staff support to various City boards, commissions, and citizen groups
- Makes verbal and written presentations to City management, City Council, boards, commissions, trade associations, and other citizen groups and organizations
- Reviews division budget
- Performs the essential functions as described in the physical demands and work environment sections below
- Maintains regular attendance and punctuality
- Performs other duties of a similar nature or level

SUPERVISORY RESPONSIBILITIES

Exercises supervision of personnel in related area of responsibility.

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QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and /or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Knowledge of:

- Supervisory principles
- Budget principles
- Research methods
- Applicable federal, state, and local laws, rules, ordinances, statues, and regulations
- Public relations principles
- Program coordination principles
- Grant contract administration practices
- Recordkeeping practices and principles
- Program management principles and techniques
- Commercial/industrial real estate development

Skill in:

- Using a computer and related software applications

Ability to:

- Schedule and operate multiple projects
- Interpret and apply applicable laws, rules and regulations
- Monitor and evaluate employees
- Prioritize and assign work
- Provide customer service

- Prepare and administer budgets
- Develop promotional materials
- Plan, develop, supervise and manage programs and/or events
- Evaluate program effectiveness
- Prepare and maintain records and reports
- Interpret and explain policies and procedures
- Network and cold-call
- Conduct office and industrial recruitment
- Develop customized proposals and information packages
- Locate appropriate real estate for technology, office and industrial users
- Help package and negotiate economic development incentives for technology, office and industrial users
- Facilitate prospect tours
- Monitor budgets
- Build and maintain strong relationships between the business community and the City
- Interpret complex documents
- Assess the outcomes of program initiatives
- Analyze methods and techniques
- Communicate and use interpersonal skills to interact with coworkers, supervisor, the general public, etc., to sufficiently exchange or convey information, and to receive work direction

EDUCATION and/or EXPERIENCE

Bachelor's degree in a related field and five years of economic development experience, including three years of supervisory experience; or an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above. Additional education cannot be substituted for experience.

CERTIFICATIONS, LICENSES, REGISTRATIONS

Must have at the time of hire and be able to maintain a valid Arizona Driver License.

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PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or negligible amount of force constantly to move objects.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Position is typically office or administrative work and is not substantially exposed to adverse environmental conditions.

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Due to the safety sensitive nature of this position, candidates must successfully pass a pre-employment drug screening prior to start date.

News Releases

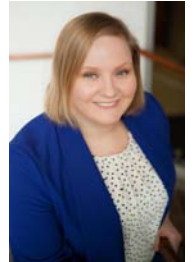
Queen Creek's Economic Development Team Leaders in the Region

Post Date: 05/10/2019 12:00 pm

While Economic Development Week is coming to a close, the work of the Town's dedicated and professional economic development staff continues.

With the goal of bringing investment to the community to increase the quality of life for residents and the experience for visitors, Doreen Cott, Jennifer Lindley and Marissa Garnett focus on business development.

Garnett serves as the Town's Economic Development Coordinator, facilitating investment in all areas of the Town. She conducts research, planning and marketing efforts to attract new industries and assists existing businesses. Garnett is one of three in the state to be a Certified Economic Developer (CEcD) through the International Economic Development Council (IEDC) and an Arizona Economic Development Professional (AZED Pro) through the Arizona Association for Economic Development (AAED). Her expertise is not only benefitting the Town of Queen Creek, she was recently appointed as the chair of the AAED Professional Education Committee.



Lindley serves as the Downtown Development Manager, focusing on developing the downtown core, extending along Ellsworth Road from the Community/Library, south of Ocotillo Road to the Queen Creek Wash. Lindley is working to implement the vision of the Town Center Plan, creating a vibrant, walkable and active district in the heart of the downtown core that complements the culture and heritage of the community. She is also sharing her knowledge beyond, as she was recently elected to the AAED Board of Directors. Lindley previously served as the chair of the AAED Awards Committee.

As the Director of the Economic Development Department, Cott not only oversees Garnett and Lindley, she also manages the real estate division and Horseshoe Park & Equestrian Centre. "We are fortunate to have skilled, committed and passionate team members working to support and attract businesses to Queen Creek," stated Cott. "Marissa and Jennifer continue to be leaders in the region and their hard work is reflected in the ongoing investment in our community."

For more information about Queen Creek's Economic Development Department, visit QueenCreek.org/InvesttheQC or follow [Twitter.com/InvesttheQC](https://twitter.com/InvesttheQC). For detailed information about investment opportunities in Queen Creek, visit InvestTheQC.com. To view a list of new businesses coming to Town, visit QueenCreek.org/NewBusinesses.

Media Contact:

Constance Halonen-Wilson, Public Information Officer

480-358-3195

Constance.Wilson@QueenCreek.org

[Return to full list >>](#)



Department Director

Class Code:
E81

TOWN OF QUEEN CREEK
Revision Date: Jul 1, 2014

SALARY RANGE

\$55.22 - \$85.59 Hourly
\$4,417.52 - \$6,847.17 Biweekly
\$114,855.62 - \$178,026.40 Annually

CLASS CONCEPT:

CLASS SUMMARY:

Incumbents are responsible and accountable for directing a Town Department including its personnel, budget, and resources. Responsibilities include: making recommendations to the Council and Town Manager; developing and implementing policy initiatives; setting the tone, climate and vision for the department; ensuring compliance with statutory responsibilities and directives; and, providing for a multi-jurisdictional approach.

EXAMPLES OF DUTIES:

TYPICAL CLASS ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Manage entire department including staff, budget, and departmental services. Meet and confer with departmental management staff to coordinate projects, programs, resolve issues, and plan division operations. Provide visionary, innovative leadership, which encourages and recognizes creativity, innovation and flexibility at all levels of the department and programs. Communicates and coordinate regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities; maintain regular contact with Town Manager to keep apprised of situations and issues; formulate departmental rules, regulations, and procedures; maintain an orderly and equitable distribution of the workload; plan, assign, direct and evaluate the activities of departmental employees; develop and implement policies and procedures for the effective functioning of the department.
2. Communicate official plans, policies and procedures to employees and general public as required; respond to public inquiries by telephone, correspondence or public meetings. Respond to requests for information from the Town Council, Mayor, Town Manager's office, businesses, organizations, and citizens; respond to politically sensitive inquiries and concerns; resolve issues within a reasonable time frame; provide advice and counsel as needed. Conduct meetings with departments and committees; prepare presentations for Council, management and staff, citizen leadership program and citizens.
3. Supervises, selects, trains, motivates and evaluates personnel; provides and coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
4. Monitor and prepare budget; perform cost control activities, monitoring revenues and expenditures ensuring effective and efficient use of budgeted funds, personnel, materials, facilities and time; approve requisitions.
5. Attend weekly meetings with Town Manager and staff; serve and participate on various town teams and other agencies.
6. Make presentations and prepare reports to Town Manager, Town Council, and other departments as needed.
7. Plan, design, operate, review, monitor and guide the continued improvement of departmental programs; assist with planning, coordinating and monitoring special programs and projects initiated by Town leaders.
8. Performs other duties of a similar nature or level.

TYPICAL QUALIFICATIONS:

Training and Experience (positions in this class typically require):

Bachelor's Degree in a related field; Master's Degree preferred, and seven years of progressively responsible management experience directly related to the area assigned; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

SUPPLEMENTAL INFORMATION:

Knowledge (position requirements at entry):

Knowledge of:

- Principles, methods and practices directly related to area assigned;
- Budget planning, project management and programming
- Applicable state, local and federal laws relating to operation of local government;
- Management techniques and options to successfully motivate and supervise staff;

- Budgeting and municipal finance;
- Personnel related laws and policies;
- Customer service principles and practices.

Skills (position requirements at entry):

Skill in:

- Problem solving and decision making;
- Computer software including word processing, spreadsheet and database applications;
- Communication, interpersonal skills as applied to interaction with coworkers, supervisor, the general public, etc. sufficient to exchange or convey information and to receive work direction.

OTHER NECESSARY REQUIREMENTS:

Licensing Requirements (positions in this class typically require):

Some positions may require:

- AZ Drivers License
- Licensure related to area.

CLASS SPEC TITLE 6:

Physical Requirements:

Positions in this class typically require: climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing, repetitive motions.

Medium Work: Exerting up to 50 pounds of force occasionally and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects.

Incumbents may be subject to: hazardous physical conditions (mechanical parts, electrical currents, vibration, etc.), atmospheric conditions (fumes, odors, dusts, gases, and poor ventilation), hazardous materials (chemicals, blood and body fluids, etc.), extreme temperatures, inadequate lighting, work space restrictions, intense noise, travel, and environmental dangers (disruptive people, imminent danger, threatening environment).

Note: These physical requirements are meant to represent the entire classification and all of these may not be attributed to every single body of work included in the classification.

NOTE:

The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.



TOWN OF FLORENCE COUNCIL ACTION FORM

AGENDA ITEM 10b.

MEETING DATE: January 22, 2019

DEPARTMENT: Administration

STAFF PRESENTER: Lisa Garcia, Deputy Town Manager/Town Clerk

SUBJECT: Resolution No. 1722-19 adopting the 2019 Town Council Rules of Procedure

- Action
- Information Only
- Public Hearing
- Resolution
- Ordinance
 - Regulatory
 - 1st Reading
 - 2nd Reading
- Other

STRATEGIC PLAN REFERENCE:

- Community Vitality
- Economic Prosperity
- Leadership and Governance
- Partnership and Relationships
- Transportation and Infrastructure
- Statutory
- None

RECOMMENDED MOTION/ACTION:

Motion to adopt Resolution No. 1722-19: A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE DECEMBER 18, 2019.

BACKGROUND/DISCUSSION:

Mayor Walter requested the following changes be made to the Council Rules of Procedure:

- A. The Consent Agenda includes items that (i) are of such a nature that discussion may not be required, (ii) are included in the annual budget, (iii) are under \$100,000 expensed to the General Fund, (iv) item that are HURF or Enterprise fund expenditures included in the CIP, (v) or have been previously studied by the Town Council. These items are adopted by a single motion and affirmative vote of a majority of the Town Council.

Staff has completed the changes and are submitting Resolution No. 1722-19 for Council consideration.

If members of the Town Council would like to suggest additional changes, staff would be happy to bring the proposed changes for action at a future meeting.

A VOTE OF NO WOULD MEAN:

The rules would not be adopted.

A VOTE OF YES WOULD MEAN:

The Council Rules of Procedure would be adopted effective December 18, 2019.

FINANCIAL IMPACT:

Not applicable

ATTACHMENTS:

Resolution No. 1722-19
Council Rules of Procedure

RESOLUTION NO. 1722-19

A RESOLUTION OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING THE FLORENCE TOWN COUNCIL RULES OF PROCEDURE, EFFECTIVE DECEMBER 18, 2019.

WHEREAS, the Florence Town Council desires to amend the policies and procedures for conducting business; and

WHEREAS, the Florence Town Council desires the policy to be consistent with the Town Code.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Florence, Arizona, that the Florence Town Council Rules of Procedures are hereby amended effective December 18, 2019.

PASSED AND ADOPTED this 18th day of November 2019.

Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney

**Town of Florence
Town Council
Rules of Procedure
2019**

SECTION 1. RULES OF PROCEDURE/AUTHORITY

1.1 PROCEDURES

The following are the basis for and are used in conjunction with these Rules of Procedure for meetings of the Town Council:

- A. Arizona Open Meeting Law (ARIZ. REV. STAT. § 38-431 *et seq.*, as amended)
- B. Town Code
- C. Town of Florence Parliamentary Procedures Simplified
- D. Roberts Rules of Order, as amended

1.2 PARLIAMENTARIAN

Town Council Meetings: The Town Attorney shall serve as Parliamentarian for all Town Council Meetings. The Town Clerk shall act as Parliamentarian in the absence of the Town Attorney.

Boards/Commissions/Committees: The Council Liaison shall serve as Parliamentarian for each respective board, commission, or committee.

SECTION 2. DEFINITIONS

2.1 AGENDA

As set forth in Section 6 below, an Agenda is the formal description of items to be considered by the Town Council at a noticed meeting of the Town Council. The final Agenda must be posted at least 24 hours prior to the Town Council's meeting.

2.2 CALL TO THE PUBLIC

Call to the Public for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda (See Section 7.1, Agenda Items Submittal). However, members of the Council shall not discuss or act on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action. This disclaimer will appear on the first Call to the Public listing on the agenda. The Mayor will read the disclaimer into the record at each meeting.

2.4 COUNCIL TO THE COUNCIL- CURRENT EVENTS ONLY Members of the public body may present a brief summary of current events without listing in the agenda the specific matters to be summarized, provided that the summary is listed on the agenda

and that the public body does not propose, discuss, deliberate or take legal action at that meeting on any matter in the summary unless the specific matter is properly noticed for legal action. (A.R.S. § 38-431.02(K)). Reports that address matters other than a summary of current events or that are delivered by someone other than an official of the public body do not come within the provision authorizing current events summaries and must comply with the agenda requirements of the Open Meeting Law. Public bodies should limit the use of the current events summary provision to appropriate situations and should strive to provide as much advance information as possible to the public.

In accordance with state law, the members of the public body may not support or oppose a candidate for nomination or election to public office or the recall of a public officer or supporting or opposing a ballot measure, question or proposition, including any bond, budget or override election and supporting or opposing the circulation of a petition for the recall of a public officer or a petition for a ballot measure, question or proposition in any manner that is not impartial or neutral.

2.5 COUNCIL PACKET

The Town Council agenda packet is comprised of documents supporting the items listed on the agenda and requiring Council action, which may be used by Town Council, staff, and the public for more in-depth information than may be presented in an oral report. The packet is organized, as set forth in Section 7 below, and is provided to the Town Council and made available to the public on the Town's website.

2.6 EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, a public body may hold an executive session but only for the following purposes:

- A. Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body, except that, with the exception of salary discussions, an officer, appointee or employee may demand that the discussion or consideration occur at a public meeting. The public body shall provide the officer, appointee or employee with written notice of the executive session as is appropriate but not less than twenty-four hours for the officer, appointee or employee to determine whether the discussion or consideration should occur at a public meeting.
- B. Discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained as confidential by state or federal law.
- C. Discussion or consultation for legal advice with the attorney or attorneys of the public body.
- D. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or

contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.

- E. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding the salaries, salary schedules or compensation paid in the form of fringe benefits of employees of the public body.
- F. Discussion, consultation or consideration for international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town.
- G. Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

2.7 MEETINGS

A meeting is the gathering, in person or by technological devices, of a quorum of members, at which they discuss, propose or take legal action, including any deliberations by a quorum with respect to such action. If a quorum is not present, those in attendance will be named for the record and in the absence of the Presiding Officer, the Town Clerk or departmental liaison will adjourn the meeting.

2.8 MANAGER REPORT

The only report that can be given without listing the contents of the presentation is the brief summary of current events by the chief administrator, the presiding officer of the Council, or a member under A.R.S. § 38-431.02(K). A generic agenda item, such as "Police Department Report, "Fire Department Report," or "Executive Director Report" does not satisfy the requirement that the agenda provide information that is "reasonably necessary to inform the public of the matters to be discussed or decided." A.R.S. § 38-431.02(H). No action is expected as a result of the reports, which are provided to the Council and public for informational purposes only. All reports discussed as part of the Town Council meeting will have written reports that are included in the Town Council packet and posted as part of the official agenda packet online. The Town Manager shall provide a written report once a month.

2.9 NEWSPAPER

Typically, a daily or weekly publication of general circulation within the Town of Florence containing news, feature articles, editorials, and general advertisements.

2.10 NOTICE

A formal announcement to the public that sets forth the name of the public body, date, time and place for which a meeting of the Town Council will be held. Giving formal

notice of meetings is done as provided by Statute, Town Code, or other rules or regulations of the Town.

2.11 ORDINANCE

An ordinance is a Town Council action setting forth a rule of public conduct that is considered long-term and may prescribe a penalty for violations thereof. Long-term rules include, but are not limited to, zoning issues, annexations, abandonments and Town laws. The ordinance, in addition to being referenced by number in the minutes, will be recorded and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Effective dates of ordinances shall be as provided by law.

2.12 PUBLIC BODY

Town Council, all boards, committees, and commissions of the Town, and any specially seated board, commission, committee, or sub-committee of the Town whose members are appointed by the Mayor with the approval of the Town Council.

2.13 QUORUM

A quorum is the minimum number of members of the Town Council that must be present for business to be legally transacted. With a seven-member body, a quorum (by State Statute) is four members.

A quorum for a board/commission/committee with five members is three.

2.14 RESOLUTION

A resolution is a more formal type of motion normally utilized to set forth policy of the Town. The resolution, in addition to being referenced by number and brief title in the minutes, will be recorded as provided by law and maintained in numerical sequence as a permanent record of the Town in a separate set of books. Resolutions are used for various reasons, such as when specifically required by law, when needed as a separate evidentiary document to be transmitted to another governmental agency, or where the frequency of future references back to its contents warrants a separate document to facilitate such future reference and research. Effective dates of resolutions shall be as provided by law.

SECTION 3. PRESIDING OFFICER

3.1 PRESIDING OFFICER

As provided by the Town Code, the Mayor, or in the Mayor's absence, the Vice-Mayor is the Presiding Officer of all meetings of the Town Council.

In the absence or disability of both the Mayor and the Vice-Mayor, the meeting shall be called to order by the Town Clerk, whereupon, the Town Clerk shall immediately call for the selection of a temporary Presiding Officer. The Councilmembers present shall, by majority vote, select a Presiding Officer for that meeting.

Upon the arrival of the Mayor or the Vice Mayor, the Vice Mayor or the temporary Presiding Officer shall immediately relinquish the chair upon the conclusion of the business immediately before the Town Council.

3.2 ROBERT'S RULES OF ORDER

The Presiding Officer, or Town Council, may suspend strict observance of these Rules of Procedure, other policies and procedures, and any applicable provision of Robert's Rules of Order for the timely and orderly progression of the meeting. In the event of a conflict between these rules and Robert's Rules of Order, these rules shall govern.

SECTION 4. MEETINGS

4.1 REGULAR MEETINGS

The Florence Town Council shall hold Regular Meetings at 6:00 p.m. on the first and third Monday of each month, in the Council Chambers, located at 775 N. Main Street, or another place, date or time as determined by the Town Council. The Council will hold one meeting per month during the months of July and December. Council will hold a meeting the third Monday in July and the first Monday in December. Meetings are held for the purpose of discussion or action of the Town Council on various issues deemed necessary to further the business of the Town. These meetings may provide for "Citizen Comments/Call to the Public."

- A. When the Regular Meeting of the Town Council falls on a legal holiday, no meeting shall be held on such holiday, but said meeting may be held at the same time and the same location on the next succeeding business day thereafter that is not a holiday or at such other time as designated by the Town Council. The Town Council will take appropriate action to publicly announce such a change and will instruct the Town Clerk to publish the agenda in accordance with state law.

4.2 ADJOURNED MEETINGS

Any meeting may be adjourned to a time, place and date certain, but not beyond the next Regular Town Council Meeting. Once adjourned, the meeting may not be reconvened except at the time, date, and place provided for in the motion. A motion to continue an item on the Council Agenda shall not be considered a motion to adjourn.

4.3 SPECIAL MEETINGS

- A. A special meeting of the Town Council may be called by the Mayor or Town Manager or at the request of two Councilmembers, for a time not earlier than 24 hours after the later of (i) the notice being given to all Councilmembers or (ii) the Agenda being posted, except in the case of an actual emergency. In the case of an actual emergency, such notice as is practicable under the circumstances shall be given. Notice of all such Town Council meetings must be made pursuant to State law.

- B. Special Meetings are held for the purpose of presentations, discussion, citizen comment or formal action of the Town Council on various issues as deemed necessary to further the business of the Town.

4.4 WORK SESSIONS

Work Sessions are held for the purpose of presentations and discussions on issues that require more in-depth consideration of the Town Council than may be possible at a Regular Meeting. No formal action of the Town Council may be taken at such meetings, other than general consensus or conveying direction to staff for further action. These meetings shall not provide for "Public Comment" unless the presiding officer invites public comment as part of the work session at the time of the meeting. Work Sessions are held on the second or fourth Mondays when necessary.

4.5 EXECUTIVE SESSIONS

The Town Council may hold an Executive Session pursuant to Arizona Revised Statute § 38-431.01 *et seq.*

4.6 EMERGENCY MEETINGS

As provided for in state statutes, the Mayor, the Town Manager or two members of Town Council may call an Emergency Meeting to discuss or take action on an unforeseen issue where time is of the essence and there is not sufficient time for posting of a meeting notice 24 hours or more before the meeting. Notice of an Emergency Meeting will be posted within 24-hours following the holding of an Emergency Meeting. The notice will include the agenda and a brief but complete description of the nature of the emergency. Emergency Meetings shall not provide for a "Public Comment."

4.7 MEETINGS TO BE OPEN TO THE PUBLIC

- A. With exception of Council Executive Sessions, all Regular Meetings, Special Meetings, Work Sessions and Emergency Meetings of the Town Council shall be open to the public.
- B. All Public Meetings may be recorded or photographed by means of audio, video or photographic equipment; provided that there is no interference in the orderly conduct of the meeting and that said equipment is placed in non-hazardous locations as designated by the Town's Staff.

4.8 MINUTES OF COUNCIL MEETINGS

- A. The Town Clerk's Office shall provide staff support at all Regular, Special, Work Session and Emergency Meetings of the Town Council for the purpose of taking notes and/or audio recordation of the meeting.
- B. Written action minutes, instead of verbatim minutes, shall be taken so a brief accounting of the issues discussed, and actions taken is compiled and entered into the permanent minute book of the Town and kept on file and of record in the

Office of the Town Clerk. The minutes shall reflect Councilmember attendance for the entire meeting. If a Councilmember arrives late or leaves early, then the minutes should reflect when the Councilmember arrived/left.

Open Meetings may be recorded by means of audio or video technology. Audio or video recordings of meetings will be retained in accordance with the current State of Arizona approved Records Retention and Disposition Schedules.

- C. All minutes of the Town Council are deemed to be public records, except for Executive Session minutes which, while they fall under the definition of and are considered public records by State Statute, are deemed confidential and are only available under limited conditions or by court order. Transcribed minutes, or the audio or video recording of all Open Meetings of the Town Council, must be on file in the Office of the Town Clerk and available for public review by 5:00 p.m. on the third working day following each meeting or as provided by Arizona Revised Statutes, whichever is sooner.
- D. Minutes of Executive Sessions shall be confidential, are maintained and secured by the Town Clerk and may be accessed only as provided by Arizona Revised Statutes.

SECTION 5. NOTICES AND AGENDAS

5.1 PREPARATION AND POSTING NOTICES

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council and shall ensure posting of the meeting notices in accordance with Arizona Revised Statute. § 38-431.02.C.
- B. Formal notices, such as notices of public hearings, notice of bid, or other formal notices shall be posted on the Town's website florenceaz.gov.

5.2 PREPARATION AND POSTING OF AGENDAS

- A. The Town Clerk shall prepare all Public Meeting Notices of the Town Council, and, except for permitted statutory exceptions, shall ensure posting of the meeting notices not less than 24 hours before the date and time set for said meetings, in accordance with Arizona Revised Statute. § 38-431.02.C.
- B. Town Council, Town Board and Commission agendas shall, at a minimum, shall be posted in the following locations:

1. Town Hall, 775 N. Main Street, Florence, Arizona, 85132
2. florenceaz.gov

5.3 POSTING OF ORDINANCES WITH A PENALTY CLAUSE:

- A. An ordinance with a Penalty Clause shall be posted in the following locations:

1. Town Hall, 775 N. Main Street, Florence, Arizona 85132
2. Florence Police Department, 425 N. Pinal Street, Florence, Arizona 85132
3. Florence Fire Station No. 2, 2035 N. Hunt Highway, Florence, Arizona 85132

5.4 AGENDAS

- A. The Town Clerk shall prepare the Agendas for all meetings of the Town Council as set forth in Section 6 below or as directed by the Mayor through the Town Manager. Agendas of all meetings of the Town Council shall be available to the public no later than 24 hours prior to said meetings, except for permitted statutory exceptions.
- B. Agendas are made available through the Town's website as a convenience and, upon request, will be provided at no charge to political subdivisions or educational institutions.

5.5 DISTRIBUTION OF NOTICES AND AGENDAS

- A. The Town Clerk shall ensure that the Mayor and Town Council receive copies of all Town Council Meeting Notices and Agendas, and any documentation provided for said meeting, not less than 24 hours prior to the meeting, except for permitted statutory exceptions.
- B. The Town Clerk shall provide the Town Council meeting notices, agendas and documentation, as deemed necessary, to the Town Manager and the Town Attorney. Courtesy copies will be available to the press. Meeting notices, agenda, and agenda packets are posted on the Town's website, not less than 24 hours prior to said meeting.
- C. The Town Clerk may amend a published agenda, but not less than 24 hours prior to the designated meeting and only upon receipt of direction from (i) the Mayor or two members of the Town Council acting through the Town Manager or (ii) the Town Manager. Scrivener's errors may be corrected any time prior to the meeting. Amended agendas will indicate the date amended.

SECTION 6. ORDER OF BUSINESS

6.1 ORDER OF BUSINESS

The Order of Business of each meeting shall be as contained in the agenda as prepared by the Town Clerk. The Agenda shall be a sequentially numbered listing by topic and a brief description of business agenda items, including a dollar amount where appropriate, that shall be taken up for consideration.

6.2 REGULAR MEETINGS

The typical form of the agenda shall be as follows and may be changed as necessary:

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION

COMMUNITY FACILITIES DISTRICT OR BOARD OF ADJUSTMENTS

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC - Topics are limited to items on the Town Council Agenda. Speaker must fill out a form and give it to the Town Clerk prior to the meeting (See Section 6.8).

PUBLIC HEARINGS

RECOGNITION ITEMS/PRESENTATIONS

CONSENT AGENDA ((See Section 6.9)

UNFINISHED BUSINESS

NEW BUSINESS (action or informational items)
ITEMS SUBMITTED BY PUBLIC/APPLICANTS
COUNCIL SUBMITTED ITEMS
MANAGER SUBMITTED ITEMS

MANAGER REPORT/DEPARTMENT REPORTS

Provided at the second meeting of the month.

CALL TO THE PUBLIC Topics are limited to items under the jurisdiction of the Florence Town Council. Speaker must fill out a form and give it to the Town Clerk prior to Call to the Public.

CALL TO THE COUNCIL

EXECUTIVE SESSION

ADJOURNMENT

All agendas will have the following statement placed at the bottom of the agenda:

DATE/TIME POSTED:

Any individual with a qualified disability may request a reasonable accommodation by contacting the ADA Coordinator at 520-868-7574 at least 72 hours prior to the Town Council meeting.

6.3 SPECIAL MEETINGS

- A. If a Special Meeting is being held in place of a Regular Meeting, the agenda shall be as set forth for a Regular Meeting.
- B. For all other Special Meetings, the Agenda will typically be prepared in the following order:

CALL TO ORDER

ROLL CALL

EXECUTIVE SESSION

PLEDGE OF ALLEGIANCE

CALL TO THE PUBLIC

PUBLIC HEARINGS

UNFINISHED BUSINESS

NEW BUSINESS

CALL TO THE PUBLIC

CALL TO THE COUNCIL – CURRENT EVENTS ONLY

EXECUTIVE SESSION

ADJOURNMENT

6.4 WORK SESSION MEETINGS

Work Sessions provide the Town Council an opportunity to discuss items in a study session. No action may be taken at a Work Session. The meeting is open to the public, but the public is not provided a platform to speak unless requested by the Presiding Officer. A Work Session agenda is prepared in the following order.

CALL TO ORDER

ROLL CALL

AGENDA ITEMS FOR DISCUSSION: No Action/Discussion only.

ADJOURNMENT

6.5 ITEMS TO BE TAKEN IN ORDER

- A. The Presiding Officer, or the members by consensus, may consider items out of sequence from the printed Agenda for the meeting.

- B. Action may be taken on all items listed for action on the Agenda. In the event of an emergency, action may be taken on items not listed on the Agenda; however, the action must subsequently be given proper public notice in accordance with Arizona Revised Statutes § 38-431.02, as amended.

6.6 ROLL CALL ATTENDANCE

The Presiding Officer shall direct the Town Clerk to call the Roll, and the names of Councilmembers both present and absent shall be entered into the minutes.

Roll Call shall be taken at the following times during a meeting:

- A. Calling the Meeting to Order.
- B. Entering into Executive Session.
- C. Adjourning to the Board of Adjustments.
- D. Adjourning to a Special Districts Board.

Only the first Roll Call will be a voice Roll Call, all others will be reported by the Town Clerk.

6.7 SCHEDULED PUBLIC APPEARANCES

Scheduled Public Appearances allow citizens to speak on a specific item before the Town Council, including presentation of petitions, according to the following process:

- A. A written request shall be submitted to the Town Clerk for review by the Town Manager not less than five days prior to the Town Council meeting at which the person desires the item to be heard.
- B. The Town Manager or designee shall research the issue to determine if it may be handled administratively or will require Town Council discussion. If it is determined that the matter should be placed before the Town Council, the Town Manager shall ensure that documentation, if any, is compiled and the material forwarded to the Town Clerk in the same manner as other issues presented to the Town Council.
- C. If the Town Manager determines that the subject should not be placed on a Council Agenda, the Town Clerk shall notify the citizen that their request for action/input will not be placed on the agenda but forwarded to the appropriate department.
- D. The Mayor, two members of the Town Council or the Town Manager may request that an item be placed on the Council Agenda; the Town Clerk shall place the item on the next Regular Meeting Agenda and advise the citizen of the meeting date and time.

6.8 NON-SCHEDULED APPEARANCES/CALL TO THE PUBLIC

- A. Call to the Public is for public comment on issues within the jurisdiction of the Town Council. Council rules limit public comment to three minutes; however, the time limit may be waived by the presiding officer. Individual Councilmembers may respond to criticism made by those commenting, may ask staff to review a matter raised or may ask that a matter be put on a future agenda per section 7.1. However, members of the Council shall not discuss or take action on any matter during an open call to the public unless the matters are properly noticed for discussion and legal action. This disclaimer is intended for both Calls that appear on the agenda, but the written comment will appear only on the first Call to the Public listed on the agenda. The Mayor will read the disclaimer into the record at each meeting.

- B. All citizens and interested parties wishing to speak before the Town Council at “Call to the Public” shall complete a speaker form located at the back of the Town Council chambers and submit the form to the Town Clerk, or designee prior to Call to the Public.

- C. By policy, the Town Council will refrain from commenting on the remarks given during “Call to the Public”. At the conclusion of all public comment sections of the meeting, the Mayor or any Councilmember may take any or all of the following actions:
 - 1. Respond to Criticism.
 - 2. Ask Staff to review the matter.
 - 3. Ask that the matter be put on a future Agenda.
 - 4. Thank the citizens for their comments.

- D. **Limitations Regarding Call to the Public:**
 - 1. The Presiding Officer may limit the number of speakers heard on non-Agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.

 - 2. Oral communications during the Town Council meeting may not be used to lodge charges or complaints against any employee of the Town, regardless of whether such employee is identified in the presentation by name or by any other reference that tends to identify him/her. Any such charges or complaints against employees shall be submitted during normal business hours to the Town Manager for appropriate action.

6.9 CONSENT AGENDA

- A. The Consent Agenda includes items that (i) are of such a nature that discussion may not be required, (ii) are included in the annual budget, (iii) are under \$100,000 expensed to the General Fund, (iv) item that are HURF or Enterprise fund expenditures included in the CIP, (v) or have been previously studied by the

Town Council. These items are adopted by a single motion and affirmative vote of a majority of the Town Council.

- B. There is no discussion on items listed under the Consent Agenda; however, a member of the Town Council or a member of the public may request that an item or items be removed for discussion.
- C. Items removed from the Consent Agenda are considered in their normal sequence as listed on the Agenda, unless called out of sequence as provided in Section 6.5 above.

6.10 PUBLIC HEARINGS

- A. Generally, Public Hearings, other than those of a quasi-judicial nature, shall be conducted in the following Order:
 - 1. The Presiding Officer will announce the matter that is set forth for a Public Hearing and, if appropriate, ask the staff to provide a short summary of the matter.
 - 2. The Presiding Officer will then ask the applicant, if appropriate, to speak.
 - 3. At the conclusion of the Staff Report and/or presentation by the applicant, the Presiding Officer will open the Public Hearing for comments from the public.
 - 4. After all public comments are heard; the Presiding Officer will close the Public Hearing and may ask staff or the applicant to respond to the comments.
 - 5. The Presiding Officer may then call for a motion and second, if applicable, and/or ask if Town Council wishes to discuss the motion/item. Town Council may then proceed to discuss the matter.
 - 6. Upon the conclusion of discussion, the Presiding Officer will call for action on the motion.
 - 7. Exhibits, letters, petitions and other documentary items presented or shown to the Town Council during a Public Hearing shall become part of the record of the Public Hearing and a copy thereof shall be submitted to the Town Clerk.
- B. Questions or comments from the public shall be limited to the subject under consideration. Depending upon the extent of the Agenda, and the number of persons desiring to speak on an Issue, the Presiding Officer may, upon consensus of the Town Council at the beginning of the hearing, limit testimony. Upon approval of the Town Council, persons may be allowed to speak longer than three minutes. Councilmembers may ask the individual speaker questions, and the speaker may respond.

- C. Quasi-judicial hearings shall be conducted in accordance with the principles of due process, and the Town Attorney shall advise the Town Council in this regard.

6.11 BUSINESS ITEMS/ACTION ITEMS

- A. At the time each business item is presented to Town Council, the staff will give a brief summary of the item, and the applicant, if applicable, may speak. The Mayor will then provide for citizen input and comments, as requested, prior to the meeting.
- B. Those speaking before the Town Council will be allowed three minutes to address the Council; time limits may be waived upon consensus of the Town Council. Such three-minute limit shall not apply to the applicant's presentation.
- C. The purpose of all public comments is to provide information and the speaker's views for Town Council consideration. It is not appropriate for the speakers to question directly or debate the matter under consideration with staff, other speakers, the audience or members of the Town Council. All comments shall be addressed through the Presiding Officer. After being recognized by the Presiding Officer, Councilmembers may question the speakers, any applicant's representatives or Town staff. Except when answering a direct question from a Councilmember, all remarks shall be addressed to the Town Council as a whole, and not to individual members; provided; however, that all responses shall be directed through the Presiding Officer.
- D. Proper decorum must be observed by Councilmembers, by speakers providing testimony and remarks and by the audience. In order to conduct an orderly business meeting, the Presiding Officer shall keep control of the meeting and shall require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests or other conduct that disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, Town Staff or members of the public are not allowed. It is inappropriate to utilize the Public Hearing or other Agenda item for the purpose of making political speeches, including threats of political action. Engaging in such conduct and failing to cease such conduct upon request of the Presiding Officer will be grounds for ending a speaker's time at the podium or, at the direction of the Presiding Officer, for removal of any disruptive person from the Council Chambers.

6.12 INFORMATION ITEMS

Mayor and Councilmembers may present or discuss information items only if the specific matter is listed on the posted Agenda.

6.13 ADJOURNMENT

The meeting is adjourned by a motion to adjourn, a second and an affirmative vote of the majority.

6.14 RECESS/BREAK

The Presiding Officer or a member of Council may call a recess/break, if necessary, during the course of a public meeting.

SECTION 7. AGENDA PREPARATION

7.1 AGENDA ITEM SUBMITTALS: REGULAR/SPECIAL/WORK SESSION

Items may be placed on the Agenda for Town Council discussion and possible action by (i) the Mayor acting through the Town Manager, (ii) two Members of Council acting through the Town Manager or (iii) the Town Manager.

7.2 AGENDA ITEM SUBMITTALS FOR TOWN COUNCIL EXECUTIVE SESSIONS

Items may be placed on the Agenda for Council Executive Session discussion if in compliance with the Town Code and applicable State Statutes by the following process:

- A. Items may be placed on an Agenda for Executive Session discussion by (i) the Mayor acting through the Town Manager, (ii) two Council members acting through the Town Manager or (iii) the Town Manager.
- B. The Town Attorney shall review all items submitted for Executive Session discussion, prior to placement on the Agenda, to ensure that the item is legally permissible to be discussed in Executive Session, pursuant to Arizona Revised Statute § 38-431.03. If permissible, the Town Clerk shall place notice of such Executive Session discussion on the Agenda.

7.3 COUNCIL PACKETS

Town Council agenda packets contain the Agenda, unapproved Minutes of previous Town Council Meetings, Town Council communications and any ordinances, agreements or resolutions to be acted upon including documentation that may be attached to support items contained on an Agenda for all noticed meetings of the Town Council.

Agenda packets for ALL noticed Town Council Meetings (except Executive Session documentation) are made available to Councilmembers by the Town Clerk's Office. Every effort will be made to distribute complete packets by the Thursday prior to each Regular Town Council Meeting and not less than 24 hours prior to any Special Town Council Meeting.

SECTION 8. PROCEDURES FOR CONDUCTING THE MEETING

8.1 CALL TO ORDER

All meetings of the Town Council shall be called to order by the Presiding Officer or in his/her absence, the Vice-Mayor.

8.2 PARTICIPATION OF PRESIDING OFFICER

The Presiding Officer may move, second, debate and vote from the Chair, subject only to such limitations of debate as are imposed on all Councilmembers, and he/she shall not be deprived of any of the rights and privileges of a Councilmember by reason of his/her acting as Presiding Officer; however, the Presiding Officer is primarily responsible for the conduct of the meeting.

8.3 QUESTION TO BE STATED

The Presiding Officer shall verbally restate each question immediately prior to calling for discussion and/or the vote. Following the vote, the Presiding Officer shall verbally announce whether the question was carried or was defeated. The Presiding Officer may also publicly state the effect of the vote for the benefit of the audience before proceeding to the next item of business.

8.4 MAINTENANCE OF ORDER

The Presiding Officer is responsible for the maintenance of order and decorum at all times. No person is allowed to speak unless they have first been recognized by the Presiding Officer. All questions and remarks shall be addressed to the Presiding Officer.

SECTION 9. RULES/DECORUM/ORDER

9.1 POINTS OF ORDER

The Presiding Officer shall, after consultation with the Parliamentarian, determine all Points of Order, subject to the right of any Councilmember to appeal to the entire Town Council. If any appeal is taken, the question (motion) shall be: "Shall the decision of the Presiding Officer be sustained?" In which event, following a second, a majority vote shall govern, and conclusively determine such question of order.

9.2 ORDER AND DECORUM

A. Councilmembers:

1. Any Councilmember desiring to speak shall address the Presiding Officer and, upon recognition by the Presiding Officer, may speak. The Presiding Officer shall not unreasonably withhold such recognition; however, the Presiding Officer may choose to not recognize similar or repetitive discussions or motions which would delay the meeting.
2. When two or more Councilmembers wish to speak, the Presiding Officer shall determine the order of speaking and recognize the first speaker.
3. While a Councilmember is speaking, no other Councilmember shall interrupt except to make a point of order or point of personal privilege.
4. When a motion is made and seconded, the Presiding Officer shall ensure that the debate is confined to the motion.

5. The Town Council may agree to limit debate on any matter before it. A limit may be formalized by a majority vote of the Town Council or the Presiding Officer may announce time limits on any Agenda item with the consensus of a majority of the Town Council.
 6. Any Councilmember may call for a previous question on any issues under debate. The call for previous question must receive a second and then receive at least a two-thirds vote. Passage of a motion to address the previous question terminates all debate on the original motion. The Town Council shall immediately vote on such motion.
 7. The Town Council will not tolerate harassment, personal attacks or discrimination against each other or by members of appointed boards, commissions or committees. No one shall be subject to unwelcome verbal or physical conduct that shows hostility based upon gender, race, ethnicity, sexual orientation, religion, age, disability or national origin. Any Councilmember or appointee who violates this provision will be subject to removal from the meeting. Any Councilmember or appointee acting in violation of this policy may also be subject to censure or other punishments prescribed in the Town Code.
 8. If a Councilmember acts in violation of these rules, the Presiding Officer shall, or any Councilmember may, call that Councilmember to order. The Councilmember so called shall immediately cease speaking but may appeal to the Town Council. The Town Council shall decide the appeal without debate. If the appeal is granted, such Councilmember may continue speaking on the matter. If the appeal is denied, such Councilmember shall remain silent on the matter. Any Councilmember acting in violation of these rules is subject to censure or other punishment as the Town Council, by three quarters vote of the other Councilmembers present, deems just and proper under the law.
- B. Employees: Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applied to members of the Town Council. The Town Manager shall ensure that all Town employees observe such decorum. Any staff members, including the Town Manager, desiring to address the Town Council or members of the public shall first be recognized by the Presiding Officer.
- C. Public: Members of the public attending the Town Council meetings shall observe the same rules of order and decorum applicable to the Town Council. Unauthorized remarks or demonstrations from the audience, such as applause, stamping of feet, whistles, boos, yells, and/or other demonstrations shall not be permitted. The Presiding Officer may, after issuing a verbal warning to persons causing such disturbances, direct a police officer to remove such offender(s) from the meeting.

9.3 ENFORCEMENT OF DECORUM

Proper decorum is to be maintained during all meetings by the Town Council, staff and guests. It is the responsibility of the Mayor or other person acting as Presiding Officer of the meeting to ensure compliance with this Policy. A police officer may be directed by the Mayor or Presiding Officer to remove from the meeting, after a verbal warning, any person whose conduct is disorderly or disruptive.

9.4 PROCEDURES IN ABSENCE OF RULES

In the absence of a rule herein to govern a point or procedure, Robert's Rules of Order, Newly Revised, shall be used as a guide.

9.5 RULINGS OF PRESIDING OFFICER ARE FINAL, UNLESS OVERRULED

In presiding over Town Council Meetings, the Presiding Officer shall decide all questions of interpretation of these rules, points of order, or other questions of procedure requiring rulings. In making such determinations, the Presiding Officer may solicit the opinion of the Town Attorney, or other such person serving as the Parliamentarian of the Town Council.

9.6 APPEAL THE RULING OF THE PRESIDING OFFICER

Any procedural decision or ruling of the Presiding Officer shall be final; however, immediately following the Presiding Officer's ruling, a motion and second to appeal the ruling can be made and the ruling can be overridden or suspended by a majority vote of the Councilmembers present and voting. If not appealed, the Presiding Officer's ruling shall be binding and legally effective for purposes of the matter under consideration.

SECTION 10. ADDRESSING THE COUNCIL

10.1 PERSONS AUTHORIZED TO APPROACH COUNCIL DAIS AREA

During a Town Council Meeting, no person except Town Officials shall be permitted within the area in front of the Town Council dais without the invitation or consent of the Presiding Officer.

10.2 MANNER OF ADDRESSING THE COUNCIL

- A. Any member of the public desiring to address the Town Council shall proceed to the podium after having been recognized by the Presiding Officer. There shall be no loud vocalization (shouting or calling out) from the seating area of the Council Chamber. At the podium, he/she shall clearly state his//her name for the record.
- B. Within 72 hours notice, special assistance can be provided for any individual with a qualified disability. Please call the ADA Coordinator at 520-868-7574 to request an accommodation to participate in a Public Meeting.

10.3 ADDRESSING THE COUNCIL AFTER MOTION IS MADE

After a motion has been made, or after a Public Hearing has been closed, public comment shall not be allowed without a request from a Councilmember or the Presiding Officer.

SECTION 11. MOTIONS

11.1 PROCESSING OF MOTIONS

- A. When a motion is made and seconded, it shall be stated by the Presiding Officer before debate.
- B. The maker has the right to modify his/her motion as he/she pleases, or to withdraw it entirely. If the motion is modified, the member who has seconded it has the right to withdraw his/her second.
- C. If a modification to a motion made by another Councilmember is accepted by the maker of the motion, then the Councilmember who seconded the unmodified motion shall be requested to reaffirm his/her second after modification. If the Councilmember refuses to reaffirm his/her second, the second is presumed made by the suggestor of the modification.
- D. In the case of a tie in votes on any motion, the motion shall be considered lost.

11.2 DIVISION OF QUESTION

If the question contains two or more propositions that could be divided, the Presiding Officer may, upon the request of a Councilmember, divide the propositions into separate questions.

11.3 MOTION TO POSTPONE INDEFINITELY

A motion to postpone indefinitely is used to dismiss an item on the Agenda. This motion is debatable, and because it can be applied only to the main question, it can, therefore, only be made while the main question is immediately pending (a motion and second is on the floor). This motion is commonly used to postpone an item until a more appropriate time.

11.4 MOTION TO TABLE

A motion to table enables the Town Council to lay the pending question aside temporarily when something else of immediate urgency has arisen, in such a way that there is no set time for taking the matter up again. A motion to table shall be used to temporarily by-pass the subject. A motion to table shall be undebatable and shall preclude all amendments or debate of the subject under consideration. If the motion shall prevail, the matter may be "taken from the table" at any time prior to the end of the next Regular Meeting; provided, however, that such item is included on the duly posted Agenda of the Town Council.

11.5 MOTION TO CLOSE, LIMIT OR EXTEND DISCUSSION

A motion to close, limit or extend discussion shall be used to limit or close debate on, or further amend the main motion. This is referred to as "Call for the Question" and is the motion used to cut off debate and to bring the group to an immediate vote on the pending motion. It requires a two-thirds vote. The vote on a motion to call for the

question to terminate discussion shall be by roll call. If the motion fails, debate shall be reopened. If the motion passes, a vote shall be taken on the main motion.

11.6 MOTION TO AMEND

- A. A Motion to Amend shall be debatable only as to the amendment. A councilmember can make a motion to amend an amendment, but only one amendment is permitted at a time.
- B. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.
- C. A substitute motion on the same subject shall be acceptable and shall be voted on before a vote on the amendment.
- D. Amendments shall be voted on first, then the main motion as amended.

11.7 MOTION TO CONTINUE

Motions to continue to a definite time shall be amendable and debatable only as to propriety of postponement and the time set.

SECTION 12. VOTING PROCEDURE

12.1 CASTING A VOTE

- A. In acting upon every motion, the vote shall be taken by casting an aye/nay vote by voice, roll call or any other method as determined by the Presiding Officer from which the vote of each Councilmember can be clearly ascertained.
- B. If a Councilmember has declared a Conflict of Interest, he/she must abstain during the vote.
- C. If the roll call method of voting is used, the Town Clerk shall call the names of all members with the Presiding Officer called last. Councilmembers shall respond "Aye" or "Nay". It shall be out of order for members to explain their vote during the roll call. Comments should be made during the discussion. There shall be no additional debate or speaking on the subject after the vote is taken.

12.2 FAILURE TO VOTE

All members of the Town Council in attendance at a duly called meeting that requires formal Town Council action are required to vote, unless the issue involves the conduct of that Councilmember or a matter upon which that Councilmember has declared a conflict of interest. In all other cases, a failure to vote shall be entered in the Minutes as an affirmative vote.

12.3 RECONSIDERATION

Any Councilmember who voted with the majority may move for reconsideration of any action at the same or the next available Town Council meeting. Motions must be

seconded. After a motion for reconsideration has once been acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the Town Council.

12.4 TIE VOTES

On a tie vote, a motion requiring a majority vote for adoption is a lost motion. A tie vote on whether to grant an appeal from official action shall be considered a denial of such appeal, unless Town Council takes other action to further consider the matter.

SECTION 13. CONFLICT OF INTEREST

13.1 INTRODUCTION

Occasionally, a Councilmember may find himself/herself in a situation which requires that Councilmember to abstain from participating and voting on a matter before the Town Council. This situation exists when the Councilmember has a “conflict of interest” as defined by the Arizona Conflict of Interest Law. This law establishes minimum standards for the conduct of public officers and employees who, in their official capacity, are, or may become, involved with a decision which might unduly affect their personal interests or those of their close relatives.

13.2 PURPOSE OF CONFLICT OF INTEREST LAWS

The purpose of Arizona’s Conflict of Interest Law is to prevent self-dealing by public officials and to remove or limit any improper influence, direct or indirect, which might bear on an official’s decision, as well as to discourage deliberate dishonesty.

13.3 APPLICABILITY OF THE ARIZONA CONFLICT OF INTEREST LAW

The Arizona Conflict of Interest Law, as now set forth or as amended in the future, applies to all actions taken by Councilmembers.

13.4 DISCLOSURE OF INTEREST

Any Councilmember who may have a conflict of interest may seek the opinion of the Town Attorney as to whether a conflict exists under the State law and final opinions shall be filed with the Town Clerk. Any Councilmember who has a conflict of interest in any decision must disclose that interest and declare the existence of the conflict publicly. Minutes containing conflict of interest disclosures will be on file in the Clerk’s Office. The Town Clerk shall maintain for public inspection all documents necessary to memorialize all disclosures of a conflict of interest by a Councilmember.

13.5 RULE OF IMPOSSIBILITY

In the unlikely situation that a majority of Councilmembers have a conflict of interest and the Town Council is unable to act in its official capacity, members may participate in the Town Council’s decision after making known their conflicts of interest in the official records.

13.6 IMPROPER USE OF OFFICE FOR PERSONAL GAIN

Public officers and employees are prohibited from using or attempting to use their official positions to secure valuable things or benefits for themselves, unless such benefits are part of the compensation they would normally be entitled to for performing their duties.

13.7 SANCTIONS FOR VIOLATIONS

Violations of the conflict of interest provisions set forth herein shall be punished as provided for in state law.

13.8 NON-STATUTORY CONFLICTS OF INTEREST

Occasionally, a Councilmember may feel that he/she should ethically refrain from participation in a decision even though the circumstances may not amount to a conflict of interest under the state law described above. It is the policy of the Town Council to encourage Councilmembers to adhere to strongly held ethical values which are exercised in good faith; however, Council encourages participation in the decision-making process unless the matter involves the Councilmember's personal conduct or a conflict of interest set forth by Statute. Therefore, failure to vote on a matter for any reason other than a conflict of interest under state law shall be considered a vote in favor of such matter.

SECTION 14. ELECTION OF VICE MAYOR

The Town Council shall designate one of its members as Vice-Mayor who shall serve in such capacity for a two-year term at the pleasure of the Town Council. The Vice-Mayor shall perform the duties of the Mayor during the absence or disability of the Mayor.

Nomination and selection process for Vice-Mayor is as follows:

- A. The Mayor will open the floor for nominations.
- B. Any member may offer a nomination for the position of Vice-Mayor, in accordance with prior Council practice, with no second required.
- C. The member must accept the nomination.
- D. Votes for Vice-Mayor shall then be cast and recorded, in the order that the nomination occurred.
- E. If at least four affirmative votes are cast for a candidate, the candidate assumes the position and duties of Vice-Mayor for a two-year term.

SECTION 15. BOARDS, COMMISSIONS AND COMMITTEES

The Town Council may create such boards, commissions and committees as it deems necessary to assist in the conduct of the operation of Town government.

15.1 REGULARLY SCHEDULED OR UNSCHEDULED BOARDS, COMMISSIONS AND COMMITTEES

- A. All boards, commissions and committees of the Town shall be classified as regularly scheduled or unscheduled boards, commissions and committees. Regularly scheduled boards, commissions and committees are those that meet on a regularly scheduled basis or may be quasi-judicial in nature. Unscheduled boards, commissions and committees meet on an as called basis.
- B. Regularly scheduled boards, commissions and committees include:
 - 1. Art and Culture Commission
 - 2. Historic District Advisory Commission
 - 3. Library Advisory Board
 - 4. Parks and Recreation Advisory Board
 - 5. Planning and Zoning Commission
 - 6. Youth Commission
- C. Unscheduled boards, commissions and committees:
 - 1. Board of Adjustment
 - 2. Board of Appeals
- D. Other separate legal entities that also address the needs of the Town, including:
 - 1. Industrial Development Authority
 - 2. Community Facilities District Boards
- E. Any board, commission or committee created shall cease to exist (i) upon the accomplishment of the special purpose for which it was created (ii) when abolished by a majority vote of the Town Council, (iii) as dictated by the Town Code, (iv) or when disbanded or dissolved through legal authority.

15.2 RECOMMENDATIONS FOR APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

- A. The Mayor may designate an appointing committee. This appointing committee shall be made up of three members (from members of the Council or appropriate board/commission). The Mayor may appoint himself/herself to this committee. If no such committee is appointed, the entire Town Council shall conduct interviews and appoint citizens to the various boards, commissions and committees.
- B. The purpose of this appointing committee is to interview applicants and recommend to the Town Council possible candidates as described in Section 15.3.

15.3 SELECTION OF BOARD, COMMISSION OR COMMITTEE MEMBERS

- A. A call for applications to fill vacant seats to boards, commissions and committees shall be duly published for at least one week via newspaper advertising, website (florenceaz.gov) and other means as available to the Town.

- B. Individuals applying for boards, commissions or committees must fill out and submit the Town application form to the Town Clerk by the published deadline. The Town Clerk will forward the applications to the appropriate staff liaison.
- C. The Town Clerk will review the applications and prepare support materials for the Appointing Committee. Staff will schedule an appropriate time for an open meeting in order that the committee may interview in person, or via telephone, applicants for the open seat(s) to any Town board, commission or committee.
- D. After review and consideration, the appointing committee members shall announce a recommendation and prepare a memorandum recommending candidates to fill the vacancies. This memorandum shall include copies of all the applications received.
- E. The Town Clerk shall prepare an agenda item for the next appropriate Town Council meeting after the appointing committee has communicated its recommendation(s) to fill open board, commission or committee seat(s).
- F. The Town Clerk will notify the appointee(s) in writing as to their appointment and the next meeting date of the new member's board, commission or committee scheduled meeting. Any official literature, agendas, minutes or other materials specific to the committee, board, or commission appointment will be included in the notification.
- G. Unsuccessful applicants will be notified that they have not been selected.

15.4 QUALIFICATIONS FOR APPOINTMENTS; EMPLOYEES OR APPOINTED OFFICERS AS MEMBERS

- A. All members of boards, commissions and committees shall meet the following minimum qualifications upon their appointment to any board, commission or committee. Each member must be:
 - 1. Eighteen years of age or older, except for members appointed to any board, commission or committee seats designated by Town Council for youth representation.
 - 2. A registered voter, except those under 18 years of age.
- B. Town employees or appointed officers shall not be eligible for appointment to any boards, commissions, and committees but may be requested to provide staff support thereto.

15.5 TERMS, VACANCIES, REMOVAL

- A. All members of boards, commissions and committees shall serve a term of up to three years, or until the board, commission or committee is dissolved, unless terms are specifically designated by Town Council action, Town Code or Arizona Revised Statutes.

- B. For boards, commissions and committees having five members or less, the terms of office shall be staggered so that no more than three terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- C. For those boards, commissions and committees having more than five members but less than eight members, the terms of office shall be staggered so that no more than four terms shall expire in any single year when possible; provided, however, that no staggering of terms shall be required for any board, commission or committee that will be in existence for a single term.
- D. A vacancy on a board, commission or committee shall be deemed to have occurred upon the following:
 - 1. Death or resignation of a member of a board, commission or committee.
 - 2. A member ceasing to be a Florence resident unless the Town Council has provided that such member may be a non-resident.
 - 3. Three consecutive unexcused absences by a member from board, commission or committee meetings.
 - 4. Convictions of a felony or an offense involving a violation of his official duties.
- E. Whenever a vacancy has occurred on one board, commission or committee, the appointing committee shall meet to recommend a candidate to complete the remainder of the term. Procedures described in Section 15.3 above will be used to generate applicants, interview applicants, and make a recommendation.
- F. An incumbent member of a board, commission or committee seeking reappointment shall submit a new application under the provisions set forth in Section 15.3 above and shall be considered for appointment by the Town Council in the same manner as all other applicants for such position.

15.6 ALTERNATES

The Town Council may appoint alternates to serve on boards, commissions and committees in the event of vacancy. Such alternates may attend meetings of the board, commission or committee but shall not participate until such time as a vacancy has occurred and the alternate has filled such vacancy. If the Town Council appoints more than one alternate for a particular board, commission or committee, the Town Council shall designate the alternates as first alternate, second alternate and so on such that immediately upon a vacancy occurring in a board, commission or committee, the first alternate shall fill such vacancy without the need for further Town Council action.

15.7 APPLICABILITY OF THE ARIZONA OPEN MEETING LAW

All boards, commissions and committees are subject to the Arizona Open Meeting Law.

15.8 RESIDENCY REQUIREMENTS

Members shall be residents of the Town of Florence. All members shall be bona fide residents of the municipality, unless a motion, resolution or ordinance creating a board, commission or committee specifies otherwise, and shall serve without pay or compensation, except that a member shall be reimbursed for his/her actual and necessary expenses incurred in the performance of their official duties, provided that such expenses are approved by the Council or Town Manager, within budgetary limitations, prior to being incurred.

SECTION 16. COUNCIL BUDGET, EXPENSES AND TRAVEL

- A. Councilmembers shall adhere to the adopted Town of Florence Travel Policy except as otherwise set forth herein.

- B. The Town Council shall adopt, as part of the annual budget, specific travel budget amounts for each Councilmember. The Town Council may also establish a fund from which an individual member may draw additional travel funds upon approval of the Town Council acting upon an item listed upon a duly published agenda and taking place during an Open Public Meeting.

SECTION 17. CODE OF ETHICS

Council/Board/Commission/Committee members shall conduct themselves so as to bring credit upon the Town as a whole, and to set an example of good ethical conduct for all citizens of the community. Councilmembers should constantly bear in mind these responsibilities to the entire electorate and refrain from actions benefiting any individual or special interest group at the expense of the Town as a whole.

Councilmembers should likewise do everything in their power to ensure impartial application of the law to all citizens, and equal treatment of each citizen before the law, without regard to race, religion, national origin, sex, social standing or economic position. This assures public confidence in the integrity of local government and its effective and fair operations, and therefore the members will:

- A. Act in the Public Interest. Members will work for the common good of the people of the Town of Florence and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Town Council, commissions, boards and committees.

- B. Comply with the Law. Members will comply with the laws of the nation, the State of Arizona and the Town of Florence in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Florence Town Code and Policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure and the Public Open Meeting Law.

- C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members will refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff and the public.
- D. Respect for Process. Members will perform their duties in accordance with the processes and rules of order established by the Town Council and commissions, boards and committees governing the deliberation of public policy issues, meaningful involvement of the public in public hearings, and implementation of policy decisions of the Town Council by Town staff.
- E. Conduct of Public Meetings. Members will prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.
- F. Decisions Based on Merit. Members will base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- G. Communication. Members will publicly share substantive information that is relevant to a matter under consideration by the Council, commissions, boards or committees, which they may have received from sources outside of the public decision-making body.
- H. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members will not use their official positions to influence government decisions in which they have a material financial interest or a relationship that may give the appearance of a conflict of interest.

In accordance with the law, members shall disclose investments, interests in real property, sources of income, and gifts.

Members will abstain from participating in deliberations and decision-making where conflicts may exist as defined under Arizona Statutes. Members should discuss any issues of conflict of interest with the Town Attorney.

- I. Gifts and Favors. Members will not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which is not available to the public in general. They will refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised.
- J. Confidential Information. Members will respect the confidentiality of information concerning the property, personnel or affairs of the Town. They will not disclose confidential information without proper legal authorization or Council majority

approval. They will not use such information to advance their personal, financial or other private interests or agendas.

- K. Use of Public Resources. Members will not use public resources unavailable to the public in general, such as Town staff time, equipment, supplies or facilities for private gain or personal purposes.
- L. Lobbying. Council may not adopt a resolution in support or opposition of a ballot measure, question, or candidate. Council may present natural material providing education material on a ballot measure or question.
- M. Representation of Private Interests. In keeping with their role as stewards of the public interest, Councilmembers will not appear on behalf of private interests of third parties before the Council or any commission, board or committee or proceeding of the Town, nor will members of commissions, boards and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.
- N. Advocacy. Members will represent the official policies or positions of the Town Council, commissions, boards or committees to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members will explicitly state they do not represent the Town, nor will they infer that they do.
- O. Policy Role of Members. Members will respect and adhere to the Council-Manager structure of government as outlined in the Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, commissions, boards, committees and staff. Except as provided by the Town Code, members therefore will not interfere with the administrative functions of the Town or the professional duties of Town staff, nor will they impair the ability of staff to implement Council policy decisions.
- P. Independence of Commission, Boards and Committees. Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, Councilmembers will refrain from using their position to unduly influence the deliberations or outcomes of commission, board and committee proceedings.
- Q. Positive Work Place Environment. Members will support the maintenance of a positive and constructive workplace environment for Town employees and for citizens and businesses dealing with the Town. Members will recognize that their special role dealing with Town employees is not to create the perception of inappropriate direction to staff.

R. Public Speaking. Members of Council shall declare they are speaking as a Councilmember, but it is their individual opinion, and may or may not be the opinion of the majority of Councilmembers.

S. Implementation. As an expression of the standards of conduct for members expected by the Town, the Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

Members entering office shall sign a statement affirming they read and understood the Code of Ethics. In addition, the Code of Ethics shall be regularly reviewed by the Town Council, boards, commissions and committees, and the Town Council shall consider recommendations from boards, commissions and committees and update as necessary.

T. The Code of Ethics will be included in the regular orientations for candidates for Town Council, applicants to boards, commissions and committees, and newly elected and appointed officials.

17.1 COMPLIANCE AND ENFORCEMENT

Compliance with this Code of Ethics is expected for members of the Town Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that standards are understood and met, and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions, boards, and committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Ethics are brought to their attention. They are responsible to gather more information about the alleged Code of Ethics violation and present the Town Council with a memo detailing the findings. Any Town Councilmember may then ask that the item be placed on the Council agenda.

The Town Council may impose sanctions on members of the Council, boards, commission, or committee whose conduct does not comply with the Town's standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restrictions.

A violation of the Code of Ethics will not be considered a basis for challenging the validity of Council, commission, board, committee decisions, or removal.



Model of Excellence Member Statement

As a member of the Florence Town Council or of a Florence board, commission, or committee, I agree to uphold the Code of Ethics for elected and appointed officials adopted by the Town and conduct myself by the following model of excellence. I will:

Recognize the worth of individual members and appreciate their individual talents, perspectives and contributions;

Help create an atmosphere of respect and civility where individual members, Town staff and the public are free to express their ideas and work to their full potential;

Conduct my personal and public affairs with honesty, integrity, fairness and respect for others;

Respect the dignity and privacy of individuals and organizations;

Keep the common good as my highest purpose and focus on achieving constructive solutions for the public benefit;

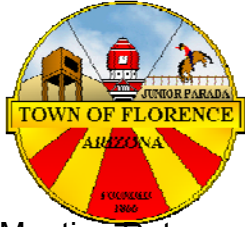
Avoid and discourage conduct which is divisive or harmful to the best interest of Florence;

Treat all people with whom I come in contact in the way I wish to be treated;

I affirm that I have read and understood the Town of Florence Code of Ethics.

Signature

Date



**Speakers Request Form
Public Comment
Call to the Public**

Meeting Date: _____ Topic: _____

Full Name: _____ Phone Number: _____
(Please Print)

Physical Address: _____

Mailing Address: _____

I am a spokesperson for: _____
(self, business, religious group, non-profit, govt. agency)

TITLE: _____

I am representing (Number of people) _____

- I wish to address the Council:
- Elected Official
 - In Favor of the Topic
 - Opposed to the Topic


(Tear here: keep information below for reference)

Please give this form to the Town Clerk. Forms may be submitted at any time before or during the meeting.

How to address the Council:

- Must speak directly about an item on the agenda.
- The Mayor or Presiding Officer will call your name when it is your turn to speak.
- Citizens must limit comments to three minutes*.
- Groups wishing to speak should elect a spokesperson to represent the views of the group.
- The Mayor may limit the number of speakers heard on non-agenda topics at any single meeting to allow the meeting to proceed and end in a timely manner.

* Prior approval is required for presentations longer than three minutes.

	TOWN OF FLORENCE COUNCIL ACTION FORM	<u>AGENDA ITEM</u> 11.
MEETING DATE: November 18, 2019 DEPARTMENT: Public Works/Administration/Legal STAFF PRESENTER: Chris Salas/Lisa Garcia/Cliff Mattice SUBJECT: Street Light Improvement District Work Session		<input checked="" type="checkbox"/> Action <input type="checkbox"/> Information Only <input type="checkbox"/> Public Hearing <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Regulatory <input checked="" type="checkbox"/> 1 st Reading <input type="checkbox"/> 2 nd Reading <input type="checkbox"/> Other
STRATEGIC PLAN REFERENCE: <input type="checkbox"/> Community Vitality <input type="checkbox"/> Economic Prosperity <input type="checkbox"/> Leadership and Governance <input type="checkbox"/> Partnership and Relationships <input checked="" type="checkbox"/> Transportation and Infrastructure <input type="checkbox"/> Statutory <input type="checkbox"/> None		

RECOMMENDED MOTION/ACTION:

Work Session on Street Light Improvement District Policy, Procedure, and Ordinance.

BACKGROUND/DISCUSSION:

The Town of Florence, per the direction of the Town Council, researched existing Street Light Improvement District (SLID) codes, policies and procedures to validate that the Town is consistent with the State of Arizona Revised Statutes (ARS) Title 48 and best practices are used in the application SLIDs.

Pursuant to the provisions of Arizona Revised Statutes Title 48, Chapter 4, Arizona cities and towns may order the formation of Street Light Improvement Districts to pay for the electricity, operation and maintenance of street lighting systems on public streets and parks. There are three options available as authorized in ARS and are described in Table 1 below.

Table 1

Option	Description	When Used	Public Support
Unanimous Petition	Signed by all property owners prior to final plat approval	Used for all new residential/commercial development	Support by all property owners
Majority Petition	Initiated by an existing neighborhood or commercial	Existing residential/commercial development	Support by a majority of property owners

	development		
Municipality Initiated	Initiated by the municipality	Existing residential/commercial development	May or may not have support of the residents

As can be seen from Table 1, the Public Support for a Street Light Improvement District is a major determining factor in which option is chosen.

In new development where all of the property is still under a limited number of owners, the Unanimous Petition is the most common option. The municipality can require the developer to initiate the formation of the SLID prior to final plat approval by executing a petition for its formation with the signatures from all owners, which prior to the final plat will be the developer. The municipality then proceeds by passing a resolution or ordinance declaring its intention to make public improvements pursuant to ARS Section 48-576.

In an existing residential or commercial development, having all the property owners in support would be rare. In that case the Majority Petition is most often used. In this option, a majority of property owners (51%) must sign a petition for the Town to proceed with formation of the SLID. After the resolution of any protests made pursuant to ARS Section 48-507, the municipality can move forward with the formation of the SLID.

For the Municipality Initiated process, the Council would pass a resolution or ordinance of intention to form the SLID and holds a public hearing. If the municipality is presented with written protests or a petition protesting the formation of the SLID signed by a majority of the property owners within the proposed SLID, resolution of those protests should be attempted by the municipality before the district formation proceeds. However, such protests would not prevent the municipality from proceeding with the subsequent order of formation subject to notice, hearing, and protest as provided for in the ARS Section 48-576 and their municipal code.

We reached out to other communities to see if they had ever used a municipal initiated process without the majority of property owner's support. As described below, none of the agencies have utilized that approach.

The City of Peoria requires the formation of a SLID for new public residential streets in new development projects. Any streetlights on adjacent arterial or collector streets fronting the new development are installed by the development but are not included in the SLID. Costs for the operations and maintenance of those lights are paid by the City. Private streets such as gated communities are not required to form a SLID but if there are streetlights, the HOA would be responsible to pay for the operations and maintenance costs. Peoria has not initiated the formation of a SLID in an existing neighborhood or commercial development. Any developments completed prior of the authority to form SLIDs continue to be an obligation to the City for all costs to operate and maintain.

The City of Surprise also requires the formation of a SLID for the operating costs associated with streetlights on public streets within all new residential and commercial developments. Streetlights installed by the developer on arterial or parkway streets are not included in the SLID and the City assumes the operating cost for those lights. The petition to initiate the formation of the SLID is required prior to approval of the final plat or site plan. The developer is responsible for all capital costs to install the street lighting system which is then turned over to the City as the owner. Surprise has also formed SLIDs through the majority petition process where a neighborhood has requested streetlights. Surprise requires the petition to have at least 50% plus 1 owner in support for the formation to proceed. In 2009, Surprise did attempt to garner support for a SLID in an existing neighborhood without first getting a majority petition. A letter was sent to all residents and staff followed up by going door to door describing the process and asking residents to sign the petition in support. Surprise was not able to get the required majority of residents to support the SLID and the effort was cancelled.

Answers to Questions previously asked:

Forming an improvement district in established areas:

If Council voted to establish a SLID within an established area the Town would be the applicant and establish boundaries. The Town would circulate the petitions to the property owners within those boundaries (current town policy only states APS service areas). Once the signatures have been acquired and the petitions are submitted, the Town Council has the final approval for the formation of an improvement district.

What is the benefit to forming an improvement district:

Improvement districts have the authority to assess properties and impose ad valorem property taxes to distribute the cost of improvements among the properties benefited. (The county collects taxes on behalf of the district in a similar manner as property taxes.) As decisions are made in open meetings the residents have the opportunity to be heard on issues concerning the system and the district. An improvement district is considered a political subdivision of the State of Arizona, which is a governmental agency and cannot profit. Fees charged shall cover the cost to construct, repair and operate the improvement.

Who is responsible for financing an improvement district?

The fees charged to the properties benefited by the improvement cover the financing of a district. It is the responsibility of the District Board to establish these fees, but it is the obligation of the users of the system to pay for the construction and operations of the improvements.

48-615. Special provisions relating to improvement districts for purchasing electricity for lighting public streets or parks

- A. If a petition for the formation of an improvement district to purchase electricity for street or public park lighting is presented to the governing body, which purports to be signed by all of the real property owners in the proposed district, exclusive of mortgagees and other lienholders, the governing body, after verifying such ownership and making a finding of such fact, shall adopt a resolution of intention to order the improvement pursuant to the provisions of section 48-576 and shall have immediate jurisdiction to adopt the resolution ordering the improvement pursuant to provisions of section 48-581, without the necessity of publication and posting of the resolution of intention provided for in section 48-578.

- B. If a petition for the formation of an improvement district for off-street parking purposes, and for the leasing of sites and improvement, operation and maintenance thereof is presented to the governing body, signed by the owners of a majority of the frontage of the property proposed to be contained within the limits of the assessment district, the governing body shall adopt a resolution of intention ordering the proposed improvement and cause same to be published and posted pursuant to the provisions of section 48-578.

48-616. Improvement districts for purchasing energy for lighting public streets and parks

- A. In addition to the purposes for which an improvement district may be formed under the provisions of section 48-572, an improvement district may be formed for the sole purpose of purchasing and not generating energy for the lighting of the public streets and parks of the improvement district.

- B. Subject to the limitations contained in this section, the powers and duties of the governing body of a municipality shall be as provided in this article for other types of improvement districts.

- C. The governing body shall make annual statements and estimates of the expenses of the district which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all the property real and personal in the district or by an equal apportionment of taxes based on the number and classification of properties within the district, publish notice of the statements and estimates, hold hearings on them and adopt them at the times and in the manner provided for incorporated cities and towns' statements and estimates by applicable portions of title 42, chapter 17, article 3, and the governing body, on or before the third Monday in August each year, shall fix, levy and assess the amount to be raised by ad valorem taxes or by an equal apportionment of taxes upon all of the property of the district and collect as county taxes are collected the amounts shown by the statements and estimates as adopted by the

governing body. All statutes providing for the levy and collection of general county taxes, including collection of delinquent taxes and sale of property for nonpayment of taxes, are applicable to the district taxes as provided to be levied by this section.

- D. An improvement district formed under the provisions of this section shall not be authorized to issue bonds, and no assessment for district purposes against the property within such district shall exceed one dollar twenty cents per one hundred dollars of assessed valuation thereof in any year.
- E. No such district is authorized to engage in any activity other than contracting for and purchasing of energy for street and public park lighting.
- F. In the event the municipality is willing to participate in the costs of the lighting of streets in such improvement districts, the governing body may by resolution summarily order such participation. If the municipality is willing to assume the total cost of such lighting, the council may summarily dissolve the district by resolution after payment of all liabilities.
- G. The formation of an improvement district for street and public park lighting under the provisions of this section shall not prevent the subsequent establishment of improvement districts for other purposes, including improvement districts for the purpose of constructing street lighting facilities within any part or all of the same territory.
- H. In the event an improvement district is formed which includes the construction and operation of street lighting facilities within all or any part of the territory of a district formed under this section, the governing body may by resolution summarily delete from the district formed under this section any area covered by a subsequently formed district and form a new district from the balance of the original district formed under this section.
- I. The rate to be paid for the purchase of energy may include a charge for electric power, natural gas and other forms of energy and a charge for the use of lighting facilities if the established rate of the public service corporation or public agency imposes such a charge for the type of lighting facilities which the governing body determines shall be installed in accordance with section 48-617, subsection C.
- J. In either a new or existing improvement district organized for purposes prescribed by this section, a majority of the real property owners may petition the governing body to levy ad valorem taxes or to equally apportion the taxes based on the number and classification of properties within the district. If the petition is signed by the required number of owners of real property in the district, the governing body of the district shall declare the petition approved and shall

provide that beginning on a date certain, all subsequent taxes levied for the benefit of the district shall be assessed and levied as prescribed by this subsection.

48-617. Special provisions relating to improvement districts for purchasing energy for lighting public streets or parks

- A. If a petition for the formation of an improvement district to purchase and not generate energy for street or public park lighting is presented to the governing body, which purports to be signed by all of the real property owners in the proposed district, exclusive of mortgagees and other lienholders, the governing body, after verifying such ownership and making a finding of such fact, shall adopt a resolution of intention to order the proposed improvement pursuant to the provisions of section 48-576 and shall have immediate jurisdiction to adopt the resolution ordering the improvement, pursuant to the provisions of section 48-581, without the necessity of publication and posting of the resolution of intention provided for in section 48-578.

- B. If a petition for the formation of an improvement district to purchase energy for street or public park lighting is presented to the governing body signed by a majority of the real property owners in the proposed district, the governing body shall adopt a resolution of intention to order the proposed improvement and cause same to be published and posted pursuant to the provisions of section 48-578, and unless protests received pursuant to section 48-579 are sufficient to bar further proceedings, the governing body shall thereafter proceed with the improvements so petitioned.

- C. At the time of the adoption of the resolution of intention pursuant to the provisions of section 48-576, the governing body shall determine the type of lighting facilities to be installed and consider the

A VOTE OF NO WOULD MEAN:

Not Applicable

A VOTE OF YES WOULD MEAN:

Not Applicable

FINANCIAL IMPACT:

Staff will complete an analysis based on Council direction prior to adoption of Policies or Ordinance.

ATTACHMENTS:

Ordinance No. 686-20
Policy
Petition

ORDINANCE NO. 686-20

AN ORDINANCE OF THE TOWN OF FLORENCE, PINAL COUNTY, ARIZONA, AMENDING SECTION 96.43, STREET LIGHTING; REQUIREMENTS; IMPROVEMENT DISTRICTS.

WHEREAS, the Town Council for the Town of Florence has determined that existing residential, as well as, new residential and commercial development within the should be considered for potential Street Light Improvement Districts; and

WHEREAS, the Town Council has further determined that such street lighting equipment, as described above, must be installed pursuant to certain standards; and

WHEREAS, the Town Council has determined that the costs to energize, operate and maintain such street lighting equipment should be paid by the owners of land requiring the street lighting equipment.

NOW THEREFORE, BE IT ORDAINED that Section 96.43 of the Code of the Town of Florence be amended to read as follows:

96.43 STREET LIGHTING IMPROVEMENT DISTRICTS.

- (A) The cost of the electricity, operation and maintenance of the street lighting system shall be assessed by the Town against the owners of the real property as follows:
- (1) Within a new residential subdivision development, the cost of the electricity, operation and maintenance of all street lights on public streets within or adjacent to the subdivision development, including major arterial, minor arterial and collector streets shall be charged to the property owner(s) through creation of a Street Light Improvement District. The developer of a new residential development shall initiate the formation of the Street Light Improvement District prior to the final plat approval by executing a petition for formation of a Street Light Improvement District in a form acceptable to the Town Attorney.
 - (2) Within a new commercial or industrial subdivision development, the cost of the electricity, operation and maintenance of all street lights on public streets within or adjacent to the subdivision development, including major arterial, minor arterial and collector streets on which access is provided to the commercial or industrial subdivision development shall be charged to the property owner(s) through creation of a Street Light Improvement District. The developer of a new commercial or industrial development shall initiate the formation of the Street Light Improvement District prior to the final plat approval by executing a petition for formation of a Street Light Improvement District in a form acceptable to the Town Attorney.

- (3) The Town shall require each party dedicating the streetlights to the Town to warranty the streetlights against defects in design, installation and operation for a two-year period commencing on the date of dedication. Normal wear and tear arising from the operation of the streetlights shall be excepted from the warranty requirement.
- ~~(4) For any other property, the cost of the electricity, operation and maintenance of all street lights fronting the property or on any street for which access is provided to the property may be charged to the property owner at the discretion of the Town.~~
- (B) Any owner(s) of real property, upon presentation of a petition signed by a majority of the owners of real property within the prescribed area pursuant to ARS 48-576, may request ~~that~~ the Town to form a Street Light Improvement District for the construction, reconstruction or acquisition of street light systems pursuant to ARS 48-572 for the purpose of lighting the public streets and parks within the proposed area including major arterial, minor arterial and collector streets on which access is provided to the property. Upon review of the petition by the Town, a public hearing shall be held upon the request. Following the public hearing, upon presentation of a majority petition for formation of a Street Light Improvement District in a form acceptable to the Town Attorney, the Town Council may commence improvement district proceedings to form a Street Light Improvement District and to assess the cost of the electricity, operation and maintenance of street lights against the properties within the Street Light Improvement District.
- (C) The Town may initiate the formation of a Street Light Improvement District for the purpose of assessing properties for the costs of electricity, operation and maintenance for existing street lighting systems in the Town. The Town shall pass a resolution of intention to do so and hold a public hearing in the same manner as if the improvements had been requested by majority petition pursuant to paragraph B above. If written protests are submitted pursuant to ARS 48-579 by a majority of property owners within the proposed district, the Town shall not proceed with the formation of the Street Light Improvement District based on the intention to do so as protested.

Statutory reference:

Similar provisions, see A.R.S. §§ 48-572et seq.

PASSED AND ADOPTED by the Mayor and Council of the Town of Florence, Arizona, this _____ day of _____ 2019.

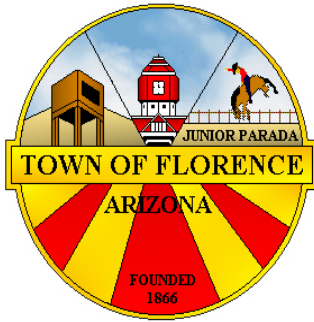
Tara Walter, Mayor

ATTEST:

APPROVED AS TO FORM:

Lisa Garcia, Town Clerk

Clifford L. Mattice, Town Attorney



TOWN OF FLORENCE

STREETLIGHT IMPROVEMENT DISTRICT Policy & Procedure

Engineering Department
P.O. Box 2670
775 North Main Street
Florence, Arizona 85232
(520) 868-7500
www.town.florence.az.us

**TOWN OF FLORENCE, ARIZONA
STREETLIGHT IMPROVEMENT DISTRICTS
FORMED PURSUANT TO A.R.S. § 48-616**

PROCEDURES FOR FORMATION:

1. Pre-Application Meeting. The Developer meets with the Town to discuss the Development. At that time, Developer will receive a copy of the Unanimous Petition for Formation of a Street Light Improvement District. The Developer will also be given the contact information for the Town Attorney. If desired, the Developer may contact Town Attorney directly to obtain an electronic form of petition.
2. APS Lighting Design & Facilities. The Developer's civil engineer will map proposed streetlight locations on the plat layout. Developer submits the plat layout to the Town Engineering Department for approval. Once approval is granted, a design will be developed by the Developer or APS. The design will utilize the streetlight guidelines and layout provided by the Town for pole, lumen size, mounting height and spacing requirements. The contact person with APS is the Outdoor Lighting Department. The Engineering Department for the Town will review the design and proposed facilities to ensure that they meet the requirements of the Town Municipal Code and APS requirements. If satisfactory, the Town Engineering Department forwards a letter to APS approving the layout and type of facilities with copy to the Developer.

Developer will either sign an "Installation Agreement" with APS or will contract independently to install the lighting facilities. Installations are subject to all relevant Town permitting, inspection and approval requirements.

3. APS Electric Rates. A.R.S. § 48-616(I). The most current applicable APS tariff for municipal SLIDs where the municipality retains ownership of the poles is E-59 Rate. The tariff must be attached to the Petition when submitted. Tariffs may be downloaded from the APS website at: www.aps.com.
4. Subdivisions Plans and Plat. The Town Engineering and Planning Departments will review the subdivision plans and approve the final plat. The Town Engineering Department will provide Developer with a name for the SLID. The district must be formed prior to final plat approval.
5. Developer Costs. Developer is responsible for the following costs:
 - a. Application fee. Instead of imposing a set application fee, the Town charges the Developer all attorneys' fees incurred by the Town Attorney for work on the particular SLID. This charge averages between **\$1,500.00 and \$2,500.00**.

- b. Capital Costs. All costs for installation of the lights shall be borne by the Developer. The Town will not purchase or install any of the streetlights. APS will send bills for purchase and installation to the Developer and Developer will make payment to APS.
 - c. Deficiencies in Operating Costs. The charges for purchase of electricity, operation, and maintenance of the lights prior to the District assessing taxes and becoming self-sufficient must be paid by the Developer. The Town will assess and collect taxes and notify the Developer and APS, by written letter, when the SLID is self-sufficient. At that time monthly billings will become the responsibility of the Town. The Developer covenants in the Petition that, upon demand by the Town, the Developer will pay for all expenses of the District, including costs for purchase of electricity, billed by APS and not collected from assessed property tax (maximum \$1.20 per \$100 of assessed valuation) until such time as the Town is actually collecting taxes for the District sufficient to pay all costs and expenses of the District.
 - d. It may take up to three years until taxes from a district make it self-supporting. Questions regarding assessments may be addressed to the Town Finance Department.
6. Petition. A.R.S. §§ 48-615(A), 48-617(A), (B). After meeting with the Town, the Developer should contact the of the Town Attorney, PO Box 2670, 775 North Main Street, Florence, AZ 85232 to discuss any questions concerning the form of Unanimous Petition, supporting documentation, and procedure for formation. The Developer may also request a Majority Petition, if the developer may only be able to obtain signatures of a majority (not all) of the property owners in the proposed district. As soon as feasible, the Developer should submit to the Town Attorney:
- a. Unanimous Petition, or Majority Petition, signed by the real property owners in the district.
 - b. **Exhibit A**: Legal description of property for district in metes and bounds, certified by registered engineer or surveyor (on 8.5" x 11" paper).
 - c. **Exhibit B**: Map showing the boundaries of the proposed district (on 8.5" x 11" paper). The map must be clear enough that all references to section lines and measurements are legible. Type font size must be at least 10-point. For purposes of recording, a standard plat map is not sufficient.
 - d. **Exhibit C**: APS design approval letter and Town Engineer's design approval letter.
 - e. **Exhibit D**: Rates to be paid for purchasing electricity, established by APS (see paragraph 2, above).

- f. Title Report of property for District, to enable the Town to verify that the petition is signed by all real property owners in the proposed district. The title report must:
 - i. Be current at the time the Resolution is placed on the Council Agenda for approval by the Town Council; and
 - ii. Contain the EXACT SAME METES AND BOUNDS LEGAL DESCRIPTION as the Petition for Formation.
7. Review. The Town Attorney will review all information submitted. The Town Planning Department also may review property ownership and verify signatures. Town Engineer may review lighting facilities designs.
8. Placement on Council Agenda. Special Counsel will then forward to Town Clerk:
 - a. All items listed under paragraph 6. These must be filed with the Town Clerk before the Resolution is passed. (A.R.S. § 48-577).
 - b. Request for Town Council Action Form.
 - c. Unanimous Petition/ Majority Petition.
 - d. Resolution of Intention and Order (for Unanimous Petition), or Resolution of Intention (for Majority Petition).

The Town Clerk requests that five (5) original Resolutions be submitted, all signed by the Town Attorney as "Approved as to Form" prior to Council adoption. All exhibits must be attached in advance.

9. Council Adoption - Unanimous Petition. A.R.S. §§ 48-615(A), 48-616, 48-576.
 - a. Adoption of Resolution of Intention and Order. If a Petition is signed by all of the real property owners in a proposed district, exclusive of mortgagees and other lienholders, Council adopts a combined Resolution of Intention and Order to undertake the proposed improvements. This action is complete at one Council meeting and does not require a public hearing.

OR

10. Council Adoption - Majority Petition. A.R.S. §§ 48-617(B), 48-616, 48-578. The Town Attorney will provide additional assistance with these petitions. In general, the following procedures will be followed:

- a. Adoption of Resolution of Intention. If a Petition is signed by a majority (51% or more) of the real property owners in a proposed district, exclusive of mortgagees and other lienholders, Council adopts Resolution of Intention creating the district.
 - b. Publication & Posting. The Resolution must be published five (5) times in successive issues of a daily newspaper, or two (2) times in a weekly newspaper published and in general circulation in the Town. Town Clerk will arrange for this. The Town Engineer must conspicuously post notices: "Notice of Proposed Improvement" in letters at least one inch in height, along the proposed improvement, not more than 300 feet apart, stating the fact that the Resolution was adopted, and briefly describing the proposed improvements.
 - c. Protests. Protests are governed by A.R.S. §§ 48-579, 580, and must be filed within 15 days after the last day the Resolution was published, or within 15 days after the posting of Notices is completed. (Refer to statute for protest requirements). Thereafter, a hearing must be held by the Town Council to hear the protests, see A.R.S. §§ 48-579(D), (E), 48-580(B)-(D). Thereafter, the Resolution may be modified and, if the Resolution has been modified, a new Notice must be published and posted. (Refer to statute for hearing requirements).
 - d. Resolution Ordering Work. If there are no protests, or after the hearing on the protests, and the District has not been rescinded, the Town may adopt a Resolution Ordering Work.
11. Recording of District. A.R.S. § 48-575(L). **Within ten (10) days after the Town adopts a Resolution of Intention to order the improvement, the resolution must be recorded with the Pinal County Recorder's Office in such a way as to give notice of formation of the District to all property owners within the District. The Town Clerk handles this.**
12. Notice to County Assessor and Department of Revenue. A.R.S. § 42-17257. Immediately after the Resolution is adopted, the Town Clerk will forward a notice to the Pinal County Assessor and Arizona Department of Revenue. Attached to each notice must be a certified copy of the Resolution, plus a legal description and map of the new streetlight improvement district.

The Notice must be sent on or before November 1 preceding the year in which assessments or taxes are to be levied. Extension of time to no later than February 15 of the year in which assessments or taxes are to be levied may be available under A.R.S. § 42-17257(B). In order to obtain an extension, the request must be submitted to the County Assessor before December 31 of the year preceding the year in which assessments or taxes are to be levied.

The Arizona Department of Revenue (602-716-6843) normally will send a letter confirming receipt of the Resolution and reminding us to forward a copy of the Resolution to the County Assessor.

13. Notice to Arizona Public Service Company. Immediately after the Resolution is adopted, the Town Clerk will forward a copy of the Resolution to Outdoor Lighting, Arizona Public Service Company.

FROM THIS POINT ON, THE TOWN WILL BE RESPONSIBLE FOR MONITORING THE SLIDS, INCLUDING ASSESSMENT AND COLLECTION OF AD VALOREM TAXES.

PROCEDURES FOR ASSESSMENT:

1. Classification of SLID Tax: A.R.S. § 42-11001 (13)(b). The SLID tax is classified as a “secondary property tax.” Therefore, it is not subject to the truth in taxation requirements. A.R.S. § 42-17107. The Town also has a primary property tax, which is subject to the truth in taxation requirements. Both primary and secondary property taxes are considered at the same time at the same local government budget process hearings.
2. Annual Statement and Estimates. A.R.S. §§ 48-616(C), 42-17101. On or before the third Monday in July of each year, the Town Council makes annual statements and estimates of the expenses of the District.
 - a. Method of Assessment. The Town Engineer prepares a diagram showing each separate lot, numbered consecutively, approximate area in square feet of each lot, and location of the lot, and location of the lot in relation to the work proposed to be done. A.R.S. § 48-589.
 - b. Public property (federal, state, county, Town, school district, or any political subdivision) will be excluded from the assessment, and the total expense of the omitted public property lots will be assessed on the remaining lots. A.R.S. § 48-582(A), (B)
 - c. The Estimate is entered upon the Council Minutes under the appropriate headings of the form from the Auditor General.
3. Notice of Estimates. A.R.S. § 42-17103(B). The estimates, together with a notice that the Council will hold a public hearing and special meeting for the purpose of hearing taxpayers and making tax levies at designated times and places, shall be made available at the Florence Community Library and Town Hall and shall be published once a week for at least two (2) consecutive weeks following the tentative adoption of the estimates in the official newspaper of the County or Town. (Notice may be combined with Truth in Taxation Notice).

4. Hearing on the Estimates. A.R.S. § 42-17104(A). A public hearing and special meeting is held on or before the fourteenth day before the day on which the Council levies taxes as designated in the notice. Any taxpayer may appear and be heard in favor of or against any proposed expenditure or tax levy. (Hearing may be combined with Truth in Taxation Hearing).
5. Adoption of Estimates. A.R.S. § 42-17105. When the hearing is concluded, the Council convenes in a special meeting and finally determines and adopts estimates of the proposed expenditures. These estimates constitute the budget for the Town for the current fiscal year.
6. Assessment/Ad Valorem Taxes. A.R.S. § 48-616(C). On or before the third Monday in August each year, the Council fixes, levies and assesses the amount to be raised by ad valorem taxes upon the property of the District and collective county taxes are collected. The Request for Town Council Action Form and Ordinance will be prepared by the Town Finance Director.

PROCEDURES FOR COLLECTION:

1. Property Valuation. A.R.S. § 42-17251(A), (B). The County provides the Town with the property valuation assessed to each taxpayer. This is the assessment and tax roll for the Town.
2. Collection of Taxes. A.R.S. § 42-17254(B). The taxes, as shown on the tax roll for the Town, are collected by the County Treasurer at the times and in the manner provided for collection of state and county taxes.
3. Tax Rates and Levy. A.R.S. § 42-17253(C). The Council computes the rates per \$100 of valuation to be levied on account of each separate fund for which taxes are to be levied and collected and shall create a Resolution to levy the taxes for the Town. On or before the day upon which the County Board of Supervisors makes the County tax levy, the Council shall deliver a certified duplicate of its tax levy to the Board of Supervisors.
4. County Levy. A.R.S. § 42-17254(A). The Board of Supervisors shall, on or before the third Monday in August each year, assess the amount of taxes certified to it as having been levied for Town purposes, designating the amount which shall be levied for such purposes on each \$100 of taxable property.
5. Remittance of Tax Collection to Town. A.R.S. § 42-17255. The County Treasurer shall pay to the Town Finance Director by the 15th day of each month, all monies collected for the previous month as taxes for the Town. The Town shall give the County Treasurer a receipt for each payment made. The County Treasurer shall retain the receipt for one year after his annual report to the Board of Supervisors.

The Town shall retain a copy of the receipt to be available for purposes of auditing the Town's accounts.

